

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: Trumbo Road Floating Docks - Key West Bight Marina

City of Key West Project No.: KB1201 (ITB #20-009)

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

Name: ANTONIO M. GONZALEZ

Telephone: 305-345-5484

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 INSURANCE 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.

Marine General Liability Insurance shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury &	\$2,000,000.00 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 Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary 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 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

Watercraft Liability Insurance The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 14 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 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. 1, 2, _____, _____, _____, (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 City has obtained permits from FDEP and ACOE and are attached herewithin. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department, and a Certificate of Appropriateness from the Historic Architectural Review Commission (HARC).

Trumbo Road Floating Docks
Key West Bight Marina
Key West, Florida
Project No. KB1201 (ITB #20-009)

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.

	Item Description	Qty	Units	Unit Price	Total
Base Bid					
1	Mobilization	1	EA	\$ 26,789.99	
	General / Supp Conditions	1	EA	\$ 5,000.00	
	Performance / Payment Bonds	1	EA	\$ 14,000.00	
	Demobilization	1	EA	\$ 5,000.00	
	(10% of Construction Cost Max)				\$ 50,789.99
2	Permit Fees (to be paid at cost)	1	LS	\$40,000	\$ 40,000
3	Furnish and install Main Floating Dock (8'W x 12'L and 10'W x 146'L)	1556	SF	\$ 76.46	\$ 118,971.76
4	Furnish and install 4 Finger Piers (4'W x 35'L)	560	SF	\$ 76.81	\$ 43,013.60
5	Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	14	EA	\$ 9,194.71	\$ 128,725.94
6	Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	3	EA	\$11,176.61	\$ 33,529.83
7	Furnish and install Aluminum Access Ramp (4'W x 17'L)	1	EA	\$6,932.04	\$ 6,932.04
8	Furnish and install accessories (15" Cleats: Main Pier & Finger Piers)	28	EA	\$43.20	\$ 1,209.60
9	Electrical System per Stantec Plans and Specifications	1	LS	\$82,428.84	\$ 82,428.84
10	Potable Water System per Stantec Plans and Specifications	1	LS	\$20,455.20	\$ 20,455.20
11	Sewer System per Stantec Plans and Specifications	1	LS	\$51,613.20	\$ 51,613.20
12	Fire System per Stantec Plans and Specifications	1	LS	\$21,330.00	\$ 21,330.00
13	As-builts	1	LS	\$5,000.00	\$ 5,000.00
14	Product information and Warranty Certificate Binder	1	LS	\$1,000.00	\$ 1,000.00
15	Safety Act	1	LS	\$2,000.00	\$ 2,000.00
16	General Allowance (Only to be used with owners' written permission)	1	LS	\$50,000	\$ 50,000
Total Base Bid					\$ 657,000.00

TOTAL LUMP SUM BASE BID

SIX HUNDRED FIFTY SEVEN THOUSAND

Dollars

(Amount written in words has precedence)

and ZERO 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:

GARY'S PLUMBING & FIRE, INC.

Name

<u>6409 SECOND TERRACE, STE. 1</u>	<u>KEY WEST</u>	<u>FLORIDA</u>	<u>33040</u>
Street	City	State	Zip

FLORIDA KEYS ELECTRIC, INC.

Name

<u>5730 2ND AVENUE</u>	<u>KEY WEST</u>	<u>FLORIDA</u>	<u>33040</u>
Street	City	State	Zip

BLUEWATER MARINE

Name

<u>10520 KENNEY STREET</u>	<u>SANTEE</u>	<u>CA</u>	<u>92071</u>
Street	City	State	Zip

Name

Street	City	State	Zip
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Surety

NGM INSURANCE COMPANY whose address is

<u>8000 GOVERNORS SQUARE BLV, SUITE 101 MIAMI LAKES</u>	<u>FLORIDA</u>	<u>33016</u>	
Street	City	State	Zip

Bidder

The name of the Bidder submitting this Bid is AMERICAN EMPIRE BUILDERS, INC.

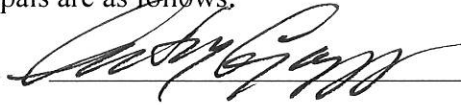
_____ doing business at

<u>13775 SW 145TH CT, SUITE B</u>	<u>MIAMI</u>	<u>FLORIDA</u>	<u>33186</u>
Street	City	State	Zip

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

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

ANTONIO M. GONZALEZ - PRESIDENT



If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 8th day of JULY 20 20.

(SEAL)

AMERICAN EMPIRE BUILDERS, INC.

Name of Corporation

By: ANTONIO M. GONZALEZ

Title: PRESIDENT

Attest: GISEL GONZALEZ
Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT: \$ 5% of Amout Bid

KNOW ALL MEN BY THESE PRESENTS, that American Empire Builders, Inc.

hereinafter called the Contractor (Principal), and NGM Insurance Company

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five Percent of Amount Bid

_____DOLLARS (\$ 5% of Amount Bid), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for ITB #20-009 Trumbo Road Floating Docks - Key West Bight Marina.

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

ITB #20-009: TRUMBO ROAD FLOATING DOCKS – KEY WEST BIGHT MARINA

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner 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 awarded base bid, satisfactory to the Owner, 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 8th day of July, 2020.

American Empire Builders, Inc.

Principal

By: 

NGM Insurance Company

Surety

By: 

Attorney-In-Fact Ian A. Nipper

END OF SECTION



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03077609

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Jarrett Merlucci, Charles D. Nielson, Joseph P. Nielson, David R. Hoover, Charles J. Nielson, Ian A Nipper, Brett Rosenhaus**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Five Million Dollars (\$5,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

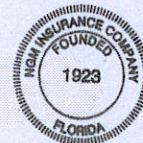
Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

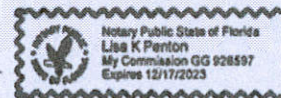


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 8th day of July, 2020.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

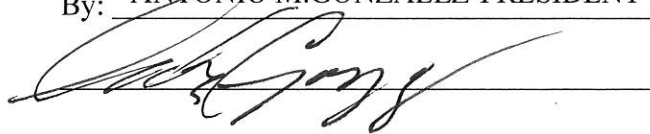


NON-COLLUSION AFFIDAVIT


STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

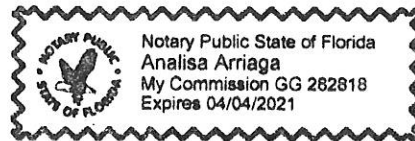
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: ANTONIO M. GONZALEZ-PRESIDENT



Sworn and subscribed before me this
8th day of July, 2020


NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 4/4/2021

END OF SECTION

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

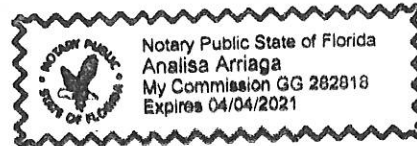
By: ANTONIO M. GONZALEZ-PRESIDENT



Sworn and subscribed before me this
8th day of July, 2020



NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 4/1/2021

END OF SECTION

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 KB1201 (ITB #20-009)
2. This sworn statement is submitted by AMERICAN EMPIRE BUILDERS, INC.
(name of entity submitting sworn statement)

whose business address is 13775 SW 145TH CT, SUITE B
MIAMI, FL 33186 and (if applicable) its Federal Employer
Identification Number (FEIN) is 75-2993152

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

sworn statement

3. My name is ANTONIO M. GONZALEZ
(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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or

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

N/A 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, 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.)

N/A 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).

N/A The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer by 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).

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

[Signature]
(signature)
7.8.2020
(date)

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned
authority,

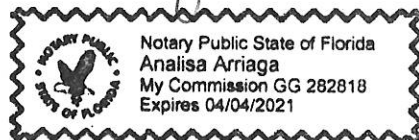
Antonio Gonzalez who, after first being sworn by me, affixed
his/her
(name of individual signing)

signature in the space provided above on this 8th of July, 2020

My commission expires:

[Signature]

NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: AMERICAN EMPIRE BUILDERS, INC.

SEAL:

13775 SW 145TH CT, SUITE B MIAMI, FL 33186

Address

Signature

ANTONIO M. GONZALEZ

Print Name

PRESIDENT

Title

DATE:

7/8/2020

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

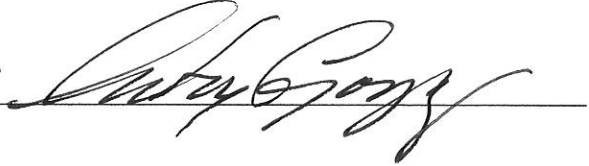
COUNTY OF Miami-Dade

I, the undersigned hereby duly sworn, depose and say that the firm of _____

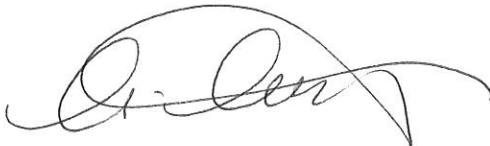
AMERICAN EMPIRE BUILDERS, INC.

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

By: ANTONIO M. GONZALEZ - PRESIDENT

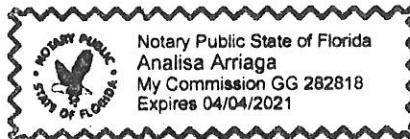


Sworn and subscribed before me this 8th day of July 20 20



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami-Dade)

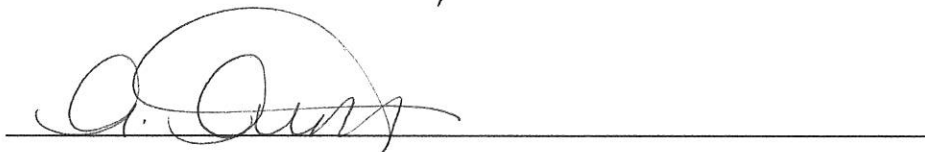
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of AMERICAN EMPIRE BUILDERS, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances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

By: ANTONIO M. GONZALEZ - PRESIDENT



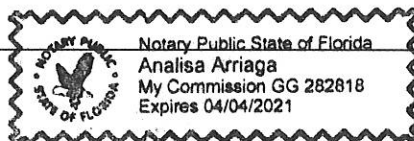
Sworn and subscribed before me this

8th day of July 20 20



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

2019 / 2020
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2020

Business Name: AMERICAN EMPIRE BUILDERS INC

RECEIPT# 30140-127039

Owner Name: ANTONIO M GONZALEZ
Mailing Address: 13775 SW 145TH CT
MIAMI, FL 33186

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 305-261-9276
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 12

STATE LICENSE: CGC1504911

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
35.00	0.00	35.00	0.00	0.00	0.00	35.00

Paid 000-19-00009645 12/12/2019 35.00

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, 2020

Business Name: AMERICAN EMPIRE BUILDERS INC

RECEIPT# 30140-127039

Owner Name: ANTONIO M GONZALEZ
Mailing Address: 13775 SW 145TH CT
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Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
35.00	0.00	35.00	0.00	0.00	0.00	35.00

Paid 000-19-00009645 12/12/2019 35.00



PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 1

**TRUMBO ROAD FLOATING DOCKS
KEY WEST BIGHT MARINA
ITB #20-009**

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:

QUESTIONS & CLARIFICATIONS:

1. What is the estimated construction cost?

The Owner's estimated construction cost is \$713,000

2. Are Wahoo Docks an acceptable alternate dock manufacturer?

Yes, Wahoo Docks (a Meeco Sullivan Corporation) is an approved alternate dock manufacturer

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

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


Signature

AMERICAN EMPIRE BUILDERS, INC.

Name of Business



PORT & MARINE SERVICES
201 William Street
Key West, FL
33040

ADDENDUM NO. 2

**TRUMBO ROAD FLOATING DOCKS
KEY WEST BIGHT MARINA
ITB #20-009**

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:

QUESTIONS & CLARIFICATIONS:

1. Are there any submerged utilities in the project work area?

There are no known submerged utilities

2. Who hire and pays for the pile monitoring?

Contractor is responsible for pile monitoring

3. Are engineered (signed and sealed) pile logs required?

Signed and sealed pile logs are not required

4. Will the electrical disconnects be required to be elevated to meet the FEMA flood plain requirements?

Yes, project is required to follow all applicable codes

5. When is the anticipated start date for construction?

Two to three months after bid opening

6. Will the City provide parking?

Yes, the City will provide parking passes for use during active work hours

7. How many parking spaces will be provided to the Contractor?

Number of parking passes will be determined after contract award

8. Are Golden Marine Systems aluminum floating dock systems an acceptable alternate dock manufacturer?

Yes, Golden Marine Systems aluminum floating dock systems is an approved alternate dock manufacturer

9. Are Bluewater Marina & Dock Specialties aluminum floating dock systems an acceptable alternate dock manufacturer?

Yes, Bluewater Marina & Dock Specialties aluminum floating dock systems is an approved alternate dock manufacturer

10. Could you please clarify the Floating Dock live load information provided:

TS-4.2 Design conditions for Floating Docks states: "Live load 50 psf. – Distributed load"
Is this the flotation live load?

STRUCTURAL PILE LAYOUT Drawing number S01 Design 2. D states: DOCK LIVE LOAD = 100PSF. Is this the structural frame live load?

Am I correct in thinking the flotation live load is 50 psf.?

Yes, the 50 psf floatation live load referenced is an industry minimum. 100 psf live load is the FBC minimum for an exit way. As such a 100 psf live load is specified on docks in case of an emergency in which all vessel passengers must exit their vessels at the same time.

11. What is the purpose of having a center hinged gangway vs. a traditional gangway?

That is means and methods, we will consider traditional gangway

12. A traditional gangway would cost less.

Agree, see response to answer 11

13. If the center hinged gangway is a must, do you have additional specs or drawing on the hinge mechanism other than drawing C08?

There are no additional gangway specifications

14. Provide clarification on the following pipe pile specification:

TS-6.2 Steel piles will be tubular steel minimum ASTM A500 Grade B seamless steel pipe.

- Is it the engineers intention to require are non-spiral weld. Can pipe pile vendors quote ERW steel pipe A-500 / A-252-3? 50,000 ksi minimum yield?

The pipe needs to be ASTM A500-Gr B (Fy=42ksi)

- Cutting, splicing, and extending of steel piling will not be allowed. Does that mean no factory splice?

Contractor will need to produce a cut sheet of their pipe for shop drawings. The cut sheet needs to show a legitimate splice which continues the conditions of the ASTM A500-Gr B (Fy=42ksi) properties through the pipe

- The specification is requesting ASTM A-500 but further described as Seamless. These pipes wouldn't be seamless. Is the correct specification ASTM A-252 GR3 which would be for Piling?

No Seamless steel pipe, please disregard.

15. Please confirm that there is no pre-bid meeting mandatory or non-mandatory

There is no pre-bid meeting

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


Signature

AMERICAN EMPIRE BUILDERS, INC.

Name of Business



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2020

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).

PRODUCER Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016	CONTACT NAME: Margy Zuniga PHONE (A/C, No, Ext): (305) 558-1101 FAX (A/C, No): (305) 822-4722 E-MAIL ADDRESS: mzuniga@kbmco.com
INSURED American Empire Builders, Inc 13775 SW 145th CT Suite B Miami FL 33186	INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Specialty Insurance Company NAIC # 36056 INSURER B: Vantapro Specialty Insurance Company 44768 INSURER C: Western World Insurance Group INSURER D: Starnet Insurance Company INSURER E: Argonut Insurance Company INSURER F:

COVERAGES CERTIFICATE NUMBER: MASTER 20-21 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	Y	Y	H018CGLZ00XC51C	12/08/2020	12/08/2021	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 Employee Benefit Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5087-0273-01	12/08/2020	12/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	GLX1002128-00	12/08/2020	12/08/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	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 N	N/A	KEY0138563	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Marine Liability (P&I) Wreckage Removal	Y	Y	7260M3414-00	03/27/2020	03/27/2021	CSL \$1,000,000

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

The City of Key West, its officers, agents, employees & volunteers are Additional Insured on all policies with the exception of Workers Compensations and Employers' Liability. Waiver of Subrogation applies to General Liability, Excess Liability Auto Liability, Pollution Liability and Workers Compensation.

U.S Longshore and Harbor's Worker's Act Insurance including Jones Act and Maintenance and Cure.

CERTIFICATE HOLDER

CANCELLATION

The City of Key West 1300 White St. Key West FL 33040	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
---	---

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AGENCY CUSTOMER ID: 00020724

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Keen Battle Mead & Company		NAMED INSURED American Empire Builders, Inc
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

*30 days notice of cancellation applies to General Liability except 10 days for non payment of premium.

AGENCY CUSTOMER ID: 00020724

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Keen Battle Mead & Company		NAMED INSURED American Empire Builders, Inc
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Pollution Coverage:

Effective Date: 03/27/2020 03/27/2021

Limit: \$1,000,000

Carrier: Great American Insurance Company.

Marine Excess Liability (P&I)

Effective Date: 03/16/2020-03/16/2021

Limit: \$1,000,000

Carrier: Starstone National Insurance Company.

D. SPECIAL BIDDING REQUIREMENTS

BIDDERS EXPERIENCE:

1. Project: FDOT T6232 Fin No.: 250548-3-52-01
Location: North Roosevelt Blvd from Eisenhower Drive to US-1
Description: Installation of 145,000sqft of sheet piles with concrete bulk head
Contract Amount: \$1,001,758.00
Dates work was performed: March 28, 2013
Owner: Florida Department of Transportation (FDOT)
Engineer: Jackie Hart 954-775-6949

2. Project: G541/L8 Divide Structure
Location: Palm Beach County
Description: Water control structure with a maintenance bridge and installation of temp sheet piles cofferdam on 8700sqft of permanent sheet pile walls, 875cy of reinforce concrete structure to control the flow of the L-8 SFWM canal. Monitoring platforms with wood piles & deck.
Contract Amount: \$1,276,269.40
Dates work was performed: September 29, 2014
Owner & Engineer: South Florida Water Management (SFWM) Jian Cai 561-686-8800

3. Project: Spanish Harbor Span Replacement & Bridge Rehabilitation No. 67002 Bridge No. MM32
Location: Monroe County
Description: Cast in place bridge at the south side of Spanish Harbor, a 120' prefabricated bridge at the north side, as well as the rehabilitation of the bridge edge on both sides of Spanish Harbor Bridge.
Contract Amount: \$826,191.20
Dates work was performed: February 28, 2017
Owner: Florida Department of Environmental Protection
Engineer: The LAP Group- 850-205-0460

4. Project: T6320 Fin No.: 429140 1 52 01, 429140 2 52 01 & 428267 1 52 01
Location: S. Roosevelt Blvd to Big Coppitt Key
Description: Cow Key Bridge widening, included the demolition of the existing structure as well as the replacement of 5,350LF of bridge concrete traffic railing at the Boca Chica Bridge.
Contract Amount: \$1,376,800.27
Dates work was performed: July 28, 2016
Owner: Florida Department of Transportation (FDOT)
Engineer: CH Perez & Associates-Randall C. Write -305-592-1070

5. Project: Municipal Marina South & Central Yacht Basins Structure Rehabilitation 16111-119R
Location: St. Petersburg
Description: Rehabilitation of all the marina deck & finger pier-removal & replacement wood morning piles.
Contract Amount \$ 1,841,000.00
Dates work was performed: February 1, 2019
Owner: The City of St. Petersburg Kevin Cauller 727-551-3559
Engineer: Engineering & Capital Improvement- Brejesh Prayman P.E. 727-893-7295



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

GONZALEZ, ANTONIO MARIO

AMERICAN EMPIRE BUILDERS INC

13775 SW 145TH CT

SUITE B

MIAMI

FL 33186

LICENSE NUMBER: CGC1504911

EXPIRATION DATE: AUGUST 31, 2020

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.

3/31/2018

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 Proposal filled in, using black ink. | [✓] |
| 3. | Total and unit prices added correctly. | [✓] |
| 4. | Addenda acknowledged. | [✓] |
| 5. | Subcontractors are named as indicated in the Proposal. | [✓] |
| 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 calendar days after receiving a Notice of Award. | [✓] |
| 11. | Bid submitted intact with Bid Bonds and affidavits. | [✓] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [✓] |
| 13. | Bidder must provide satisfactory documentation of State Licenses. | [✓] |
| 14. | Non-Collusion Affidavit. | [✓] |
| 15. | Anti-Kickback Affidavit. | [✓] |
| 16. | Public Entity Crimes. | [✓] |
| 17. | Domestic Partner Affidavit. | [✓] |
| 18. | City of Key West Indemnification Form. | [✓] |
| 19. | Cone of Silence Affidavit. | [✓] |
| 20. | Proof of Insurance. | [✓] |