### CONTRACT DOCUMENTS FOR:



### ITB #21-002

### 201 WILLIAM ST. SPALLING REPAIR KEY WEST HISTORIC SEAPORT

OCTOBER 2020

### CITY OF KEY WEST

MAYOR: TERI JOHNSTON

**COMMISSIONERS:** 

JIMMY WEEKLEY

**BILLY WARDLOW** 

MARY LOU HOOVER

SAMUEL KAUFMAN

**GREGORY DAVILA** 

**CLAYTON LOPEZ** 

PREPARED BY: Port & Marine Services

### CITY OF KEY WEST

## CAROLINE STREET AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA)

KEY WEST, FLORIDA

**DOCUMENTS** 

for

### 201 WILLIAM ST. SPALLING REPAIR KEY WEST HISTORIC SEAPORT

\*\*\*\*

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
SUPPLEMENTAL INFORMATION

\*\*\*\*

KEY WEST HISTORIC SEAPORT (KWHS)

OCTOBER 2020

### TABLE OF CONTENTS

| <u>P</u>                                       | age |
|--|-----|
| PART 1 - BIDDING REQUIREMENTS                  |     |
| INVITATION TO RID                              | 1   |
| INSTRUCTIONS TO BIDDERS                        | 2   |
| BID FORM                                       | 8   |
| BID BOND                                       | 18  |
| ANTI-KICKBACK AFFIDAVIT                        | 20  |
| PUBLIC ENTITIES CRIME FORM                     | 21  |
| CITY OF KEY WEST INDEMNIFICATION               | 23  |
| EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT | 24  |
| CONE OF SILENCE                                | 25  |
| NON-COLLUSION AFFIDAVIT                        | 26  |
| NON-COLLUSION AFFIDAVII                        | 27  |
| LOCAL VENDOR CERTIFICATION                     | 28  |
| BIDDER'S CHECKLIST                             | 20  |
| PART 2 - CONTRACT FORMS                        | 20  |
| CONTRACT                                       | 30  |
| FLORIDA PERFORMANCE BOND                       | 32  |
| FI OPIDA PAYMENT BOND                          | 34  |
| LICENSE REQUIREMENT AND COST                   | 36  |
| PART 3 – <u>DRAWINGS</u>                       | 25  |
| ENGINEERED DRAWINGS                            | 3/  |

# PART 1 BIDDING REQUIREMENTS

### **INVITATION TO BID**

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) "201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT," addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until 3:30 p.m., local time, on the 10<sup>th</sup> day of December 2020, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside "ITB #21-002 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT" addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for concrete spalling repairs including replacement of identified tie-beams and colums per the Scope of Work and engineered drawings.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A Mandatory pre-bid meeting will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on December 2, 2020 at 9:30 a.m.

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

For information concerning the proposed work please contact Karen Olson, Deputy Director, Port and Marine Services by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

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

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

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### INSTRUCTIONS TO BIDDERS

### CONTRACT DOCUMENTS

### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

### B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least 7 calendar days prior to Bid opening (**December 4**<sup>th</sup>)) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### SCOPE OF SERVICES

Provide all labor and material necessary to replace 32 reinforced concrete colums and approximately 222lf of concrete reinforced tie-beams. Work also includes the following:

- Interior/ exterior restoration including stucco, concrete, cmu, priming & painting, drywall, flooring and ceiling shall be incidental to the project.
- Shoring/reshoring of existing structure and walls shall be incidental to the project.
- All columns noted shall be full replacement, foundation to roof tie-beam.
- Contractor shall take necessary precautions to preserve mural artwork on exterior of building.
- Removal/ reattachment including but not limited to: panels, outlets, light fixtures, conduits, condensate, condensors & CCTV equipment, ect..
- Removal/ reattachment including but not limited to: supply lines, waste lines, beer lines, hose bibs, ect..
- Removal/ reattachment including but not limited to: overhead doors, walk doors, windows, air curtains, overhangs, gutter and downspouts, ect..
- Removal/ reattachment including but not limited to: equipment, furniture, games, coolers, ect...

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

### WORK SCHEDULE

Contractor shall have the ability to perform work outside of normal business ours. Noise disruption shall be minimized at entrances of businesses and seating areas, requiring some work to start and end earlier than normal. Main entrances to businesses shall be accessible at all times unless prior coordination and approval from City and Tenant.

### 4. REQUIRED QUALIFICATIONS

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

### BIDDER'S UNDERSTANDING

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

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

### 6. TYPE OF BID

### **UNIT PRICE**

The Proposal for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings 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 the measurement of the 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 unit price amounts. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 11).

### PREPARATION OF BIDS

### A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms.

Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

### B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

### C. SPECIAL BIDDING REQUIREMENTS

The Bidder shall submit with his Bid his experience record showing his experience and expertise in spalling repair and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

- 1. Description and location of work.
- Contract amount.
- Dates work was performed.
- Owner
- 5. Name of Owner's contact person and phone number.
- 6. Engineer.
- 7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

### D. ATTACHMENTS

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

- 1. Anti-Kickback Affidavit
- 2. Public Entity Crimes Form
- 3. City of Key West Indemnification Form
- 4. Equal Benefits for Domestic Partners Affidavit
- 5. Cone of Silence
- 6. Local Vendor Certification

- 7. Non-Collusion Affidavit
- 8. Proof of Required Insurance

### 8. MODIFICATION OR WITHDRAWAL OF BID

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

### BID SECURITY

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

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

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

### AWARD OF CONTRACT

Within 120 calendar days after the opening of Bids the CRA will accept one or more of the Bids. The acceptance of the Bid will be by written notice of award mailed to the office designated in the Bid or delivered to the Bidder's representative.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

### 10. BASIS OF AWARD

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

### 11. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed

Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

### 12. CONTRACT BONDS

### A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

### B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

### 13. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

### 14. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt

or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

### 15. 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.

### 16. TIME OF COMPLETION

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

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

The term of this contract will be one hundred-eighty (180) calendar days.

### 17. WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

### 18. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

\* \* \* \* \*

### **BID FORM**

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: 201 WILLIAM ST. SPALLING REPAIR

KEY WEST HISTORIC SEAPORT

Project No.: ITB #21-002

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

Company Name: Design Center, Inc.

Contact Name & Telephone #: Christopher Nolan, E.I.

Email Address: Chris@Royal-Crest.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.

### CERTIFICATES OF INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the

Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

| Type of Insurance             | Limits                              | Comments |
|-------------------------------|-------------------------------------|----------|
| General Liability             | \$2,000,000                         |          |
| Business Automobile Liability | \$1,000,000                         |          |
| Workers' Compensation         | Statutory                           |          |
| Employers Liability           | \$1,000,000/\$1,000,000/\$1,000,000 |          |

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

| Bodily Injury Each Accident            | \$1,000,000 |
|--|-------------|
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit  | \$1,000,000 |

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

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

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West

immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

### 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 \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

### **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. <u>01</u>, <u>02</u>, <u>02</u>, (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.

### UNIT PRICE WORK ITEMS

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

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

\* \* \* \* \*

### **BID SCHEDULE**

### 201 WILLIAM ST. SPALLING REPAIR KEY WEST HISTORIC SEAPORT

| TIMIT | PRICE  | DID  |
|-------|--------|------|
| UINII | LIVICI | עונט |

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and 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.

| 1. <u>M</u>   | obilization and I       | Demobilization | <u>on</u>                                  |                                      |                            |        |                  |
|---------------|-------------------------|----------------|--|--------------------------------------|----------------------------|--------|------------------|
| a.            | Mobilization            |                | 1 each                                     | \$ 68,266.00                         | -                          |        |                  |
| b.            | Demobilization          | Ē              | 1 each                                     | \$ <u>68,266.00</u>                  |                            |        |                  |
|               | 1                       | LS (10% o      | of Construction                            | Cost Max.)                           |                            | \$_13  | 6,532.00         |
| 2. <u>Par</u> | yment and Perfo         | ormance Bon    | <u>ıds</u>                                 |                                      |                            |        |                  |
|               | 1                       | LS             |  |                                      |                            | \$     | 30,000.00        |
| 3. <u>Per</u> | mit Fees (to be         | paid at cost)  |  |                                      |                            |        |                  |
|               | 1                       | LS             |  |                                      |                            | \$     | 25,000.00        |
| 4. <u>De</u>  | molition (include       | les all labor, | equipment and                              | disposal for a                       | complete p                 | rodu   | et)              |
|               | 1                       | LS             |  |                                      |                            | \$     | 0.00             |
| 5. <u>Re</u>  | inforced Structu        | ıral Concrete  |  | ncludes all labor<br>emplete product |                            | nt and | d disposal for a |
|               |                         |                |  |                                      |                            |        |                  |
|               | 302                     | CF U           | nit Price \$ 960.                          | 00                                   | TOTAL                      | \$ 28  | 9,920.00         |
| 6. <u>Re</u>  | 302<br>inforced Structu |                | Columns (incl                              |                                      |                            |        |                  |
| 6. <u>Re</u>  |                         | ural Concrete  | Columns (incl                              | ludes all labor, aplete product)     |                            | and o  |                  |
|               | inforced Structu<br>740 | CF U           | e Columns (included communit Price \$ 960) | ludes all labor, aplete product)     | equipment TOTAL or, equipm | and 6  | disposal for a   |

|               |                 |                   | complete product)   |                       |
|---------------|-----------------|-------------------|---|-----------------------|
|               | 1               | LS                |   | \$75,000.00           |
| 9. <u>Mi</u>  | scellaneous A   | appertances - Int | terior (includes all labor, equipment complete product)   | and disposal for a    |
|               | 1               | LS                |   | \$45,000.00           |
| 10. <u>M</u>  | Miscellaneous   | Appertances - E   | Exterior (includes all labor, equipment complete product) | nt and disposal for a |
|               | 1               | LS                |   | \$_60,000.00          |
| 11. <u>Al</u> | llowance (onl   | y to be used wit  | th Owner's written direction)                             |                       |
|               | 1               | LS                |   | \$                    |
| TOTA          | AL OF ALL E     | XTENDED LIN       | E ITEMS LISTED ABOVE:                                     |                       |
| Total         | of lump sum     | items 1 - 11      |   | \$_1,526,852.00       |
| one million f | five hundred tw | enty six thousand | d eight hundred fifty two Dollars &z                      | zero Cents            |
|               | (amo            | unt written in we | ords)   |                       |

8. Miscellaneous Plumbing Work (includes all labor, equipment and disposal for a

 $\underline{\text{NOTE}}\textsc{:}$  The total bid will be the basis of evaluating low bidder and basis of award

### CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

| Portion of Work |       |       |     |
|-----------------|-------|-------|-----|
| Name            |       |       |     |
| Street          | City  | State | Zip |
| Portion of Work |       |       |     |
| Name            |       |       |     |
| Street          | City, | State | Zip |
| Portion of Work |       |       |     |
| Name            |       |       |     |
| Street          | City  | State | Zip |
| Portion of Work |       |       |     |
| Name            |       |       |     |
| Street          | ,,,   | State | Zip |

### SURETY

| United Fire & Casualty Company  |                              | whose add             | dress is      |
|---|------------------------------|-----------------------|---------------|
| 5260 Summerlin Commons Way Suite 3  | 302 Fort Myers Fl            | , 33907               |               |
| Street  | City                         | State                 | Zip           |
| (   | atthew T Smith               |                       |               |
| Phone   | Resident Agent               |                       |               |
|   |                              |                       |               |
| BIDDER  |                              |                       |               |
| The name of the Bidder submitting this  | s Bid is Design Center Inc   |                       |               |
|   |                              | dc                    | oing business |
| at  |                              |                       |               |
| 6677 Overseas Highway   | , Marathon , Florid          | a, 33050              |               |
| 6677 Overseas Highway Street  | City                         | State                 | Zip           |
| email address which is the address to which all comments shall be sent.           | nunications concerned with t | his Bid and with the  | Contract      |
| shan be sent.   |                              |                       |               |
| The names of the principal officers of of all persons interested in this Bid as p |                              | is Bid, or of the par | tnership, or  |
| Name  |                              | Title                 |               |
| Andrew George   | Principal                    |                       |               |
| Yadira Blanco   | Principal                    |                       |               |
| Pavel Bacallao  | Principal                    |                       |               |
|   |                              |                       |               |
|   |                              |                       |               |

### If Sole Proprietor or Partnership

| IN WITNE | ESS hereto the undersigned has set his (its) hand this day of 20  |
|----------|---|
|          |   |
|          | Signature of Bidder   |
|          | Title   |
|          |   |
|          |   |
|          | If Corporation  |
|          | ESS WHEREOF the undersigned corporation has caused this instrument to be executed are ixed by its duly authorized officers this 4 day of 4 2020 |
| (SEAL)   |   |
|          |   |
|          | Design Center Inc   |
|          | Name of Corporation   |
|          | By Chies Medal  |
|          | Title Chris Nolan, E.I. / Project Manager   |

### EXPERIENCE OF BIDDER

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

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

| dder Document |             |  |
|---------------|-------------|--|
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### FLORIDA BID BOND

|   |  | AMOUNT: \$_  | NA   |                  |
|---|--|--|--|------------------|
|   |  |  |  |                  |
| KNOW ALL MEN BY THESE PRE   | ESENTS, that   |  |  |                  |
|   | DESIGN CENTER INC  |  |  |                  |
| hereinafter called the PRINCIPAL, a   |  |  |  |                  |
| LINITE  | D FIRE & CASUALTY (  | COMPANY  |  |                  |
| a corporation duly organized under the  |  | A CONTRACTOR OF THE CONTRACTOR | VA   |                  |
| a verperanea uni, erginaleu uniur i   |  |  |  |                  |
| having its principal place of business  | s at118 SECOND   | AVE SE, CEDAR  | R RAPIDS, IA 5   | 2401             |
|   |  |  |  |                  |
|   |  |  |  |                  |
|   |  | _in the State of _   | IOWA   | ٠,               |
| and authorized to do business in the  |  |  |  |                  |
|   |  |  |  |                  |
|   | State of Florida, as SU  | RETY, are held   | and firmly bou   | nd unto          |
| and authorized to do business in the  | State of Florida, as SU  | RETY, are held   | and firmly bou   | nd unto          |
| and authorized to do business in the  | State of Florida, as SU  T AND BAHAMA VILLA  | RETY, are held   | and firmly bou   | nd unto          |
| of KEY WEST, CAROLINE STREET  hereinafter CITY OF KEY WEST ca   | State of Florida, as SU  T AND BAHAMA VILLA  | RETY, are held  GE COMMUNIT  the sum of  | and firmly bou   | nd unto          |
| of KEY WEST, CAROLINE STREET  hereinafter CITY OF KEY WEST ca   | State of Florida, as SU  T AND BAHAMA VILLA  alled the OBLIGEE, in  RS BID   | RETY, are held  GE COMMUNIT  the sum of  DOLLARS   | and firmly bount of the second | PMENT A          |
| of KEY WEST, CAROLINE STREET  hereinafter CITY OF KEY WEST ca  5% OF CONTRACTOR   | State of Florida, as SU  T AND BAHAMA VILLA  alled the OBLIGEE, in  RS BID  elves, our heirs, execut                                   | RETY, are held  GE COMMUNIT  the sum of  DOLLARS   | and firmly bount of the second | PMENT /          |
| and authorized to do business in the some street of the street of the payment for which we bind ourse assigns, jointly and severally, firmly  | State of Florida, as SU  T AND BAHAMA VILLA  alled the OBLIGEE, in  RS BID  elves, our heirs, execut  by these present.                | RETY, are held  GE COMMUNIT  the sum of  DOLLARS   | and firmly bount of the second | PMENT /          |
| of KEY WEST, CAROLINE STREET  hereinafter CITY OF KEY WEST ca  5% OF CONTRACTOR  the payment for which we bind ourse  | State of Florida, as SU  T AND BAHAMA VILLA  alled the OBLIGEE, in  RS BID  elves, our heirs, execut  by these present.                | RETY, are held  GE COMMUNIT  the sum of  DOLLARS   | and firmly bount of the second | PMENT A          |
| and authorized to do business in the some street of the street of the payment for which we bind ourse assigns, jointly and severally, firmly  | State of Florida, as SU  T AND BAHAMA VILLA  alled the OBLIGEE, in RS BID  elves, our heirs, execut by these present.  D IS SUCH THAT: | RETY, are held  GE COMMUNIT  the sum of  DOLLARS  ors, administrate  | and firmly bount of the second | PMENT A          |
| and authorized to do business in the some of KEY WEST, CAROLINE STREET  hereinafter CITY OF KEY WEST care  5% OF CONTRACTOR  the payment for which we bind ourse assigns, jointly and severally, firmly  THE CONDITION OF THIS BOND | State of Florida, as SU  T AND BAHAMA VILLA  alled the OBLIGEE, in RS BID  elves, our heirs, execut by these present.  D IS SUCH THAT: | RETY, are held  GE COMMUNIT  the sum of  DOLLARS  ors, administrate  r its Bid Proposa   | and firmly bount of the second | PMENT A) for and |

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE

for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

### ITB #21-002

### 201 WILLIAM ST. SPALLING REPAIR KEY WEST HSITORIC SEAPORT

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

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

Signed and sealed this 22ND day of DECEMBER ,2020.

By
PRINCIPAL ANDREW GEORGE

**UNITED FIRE & CASUALTY COMPANY** 

SURETY

By

Attorney-In-Fact

MATTHEW I SMITH

BOND INQUIRES: SMITH INSURANCE & BONDS 5260 SUMMERLIN COMMONS WAY SUITE 302 FORT MYERS, FL 33907 239.243.9729 INFO@FLSURETYBONDS.COM



### UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MATTHEW T. SMITH, HEATHER A. PARUTA, JESSICA J. MARTIN, LORI A. SANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 28th day of October, 2022 unless sooner revoked Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

by United Fire & Casualty

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attomey-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attomeys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attomey or special power of attomey or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attomeys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.







IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 28th day of October, 2020

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

Vice President

State of Iowa, County of Linn, ss:

On 28th day of October, 2020, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones Iowa Notarial Seal Commission number 173041 My Commission Expires 4/23/2021

Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereumo subscribed my name and affixed the corporate seal of the said Corporations this 22 day of 20

CORPORATE SEAL STATES





By: Mary A Bortsch
Assistant Secretary,

Assistant Secretary, UF&C & UF&I & FPIC

BPOA0045 122017

### 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. |
| Chris Nolan, E.I. / Project Manager  |
| By: Chris Nolan, E.I. / Project Manager  |
| Sworn and subscribed before me this 215 day of Vecentur 20 2   |
| LESLEY SPADE MY COMMISSION # GG 114425 EXPIRES: June 13, 2021 Bonded Thru Notary Public Underwriters   |
| NOTARY PUBLIC, State of Florida at Large   |
| My Commission Expires: Ry 2024   |

\* \* \* \* \* \*

### 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.

|    | This sworn statement is submitted with Bid or Proposal for 201 William St. Spalling Repair Key West Historic Seaport |
|----|--|
|    |  |
| 2. | This sworn statement is submitted by Design Center Inc   |
|    | (name of entity submitting sworn statement)  |
|    | whose business address is6677 Overseas Highway, Marathon, Fl, 33050  |
|    | and (if applicable) its Federal Employer Identification Number (FEIN) is 47-4303280                                  |
|    | (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement        |
|    | My name is Chris Nolan, E.I.  (please print name of individual signing)  |
|    | and my relationship to the entity named above is Employee / Project Manager  |

- 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).

X 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.)

|            | Chra   | noc | en |  |
|------------|--------|-----|----|--|
| (signature | e)     |     |    |  |
| 12/2       | 1/2020 |     |    |  |
| (date)     |        |     |    |  |

STATE OF Florida

COUNTY OF Monroe

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

· day of Welson

20 20

My commission expires:

LESLEY SPADE
MY COMMISSION # GG 114425
EXPIRES: June 13, 2021
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

22

### 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: | Design Center, 6677 Overseas, Highway, Marathon, Fl, 33050 | SEAL:  |
|-------------|--|--|
|             | Address Chais Molon  | The state of the s |
|             | Signature  |  |
|             | Chris Nolan, E.I.  |  |
|             | Print Name   |  |
|             | Project Manager  | - Louise Calle   |
|             | Title  |  |
| DATE:       | 12/21/2020   |  |

### EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

| STATE OF Florida  |
|---|
| : SS  |
| COUNTY OFMonroe)  |
| I, the undersigned hereby duly sworn, depose and say that the firm of Design Center Inc   |
| 6677 Overseas Highway, Marathon, Fl, 33050 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:   |
| Chris Nolan, E.I.  Sworn and subscribed before me this A day of Wellmler 20 20  |
| LESLEY SPADE MY COMMISSION # GG 114425 EXPIRES: June 13, 2021 Bonded Thru Notary Public Underwriters  |
| My Commission Expires: Whe 13 2000  |

\* \* \* \* \* \*

### **CONE OF SILENCE AFFIDAVIT**

| STATE OF)  |
|--|
| : SS   |
| COUNTY OF Monroe )   |
| I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of |
| City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.  By:   |
| Sworn and subscribed before me this  21 St day of Weccomber 20 20.   |
| By Christophen Man who as personally (mown to me<br>NOTARY PUBLIC, State of Florida at Large   |
| My Commission Expires:  LESLEY SPADE MY COMMISSION # GG 114425 EXPIRES: June 13, 2021 Bonded Thru Notary Public Underwriters                         |

### NON-COLLUSION AFFIDAVIT

| STATE OF FLORIDA )  |   |
|---|---|
| SS COUNTY OF MONROE )   |   |
| I, the undersigned hereby declares that the only persons those named herein, that this Proposal is, in all respects without collusion with any official of the Owner, and connection or collusion with any person submitting another. | s, fair and without fraud, that it is made<br>that the Proposal is made without any                 |
|   | Chas Nolo   |
|   | Chris Nolan, E.I.   |
| Sworn and subscribed before me this   |   |
| NOTARY PUBLIC, State of Florida at Large  My Commission Expires 194, 2020   | LESLEY SPADE MY COMMISSION # GG 114425 EXPIRES: June 13, 2021 Bonded Thru Notary Public Underwriter |

### 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.
- Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Code od Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

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

| Business Name Design Center Inc  | Phone: (305) 735-4042                                   |
|--|---|
| 6677 Overseas Highway, Marath<br>Current Local Address: 33050<br>(P.O Box numbers may not be used to establish status)                                     | on, Fl,<br>Fax:   |
| Length of time at this address 8 years   |   |
| _ Chris noton_   | 12/21/2020  |
| Signature of Authorized Representative   | Date  |
| The foregoing instrument was acknowledged before me the By (Name of officer or agent, title of officer or agent) or has produced (type of identification), | is  |
| LESLEY SPADE MY COMMISSION # GG 14425 EXPIRES: June 13, 2021 Bonded Thru Notary Public Underwriter   | Signature of Notary  Trot, Type or Stamp Name of Notary |

Talle or Rank

### BIDDER'S CHECKLIST

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

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

\* \* \* \* \*



### **PORT & MARINE SERVICES**

201 William Street Key West, FL 33040

### ADDENDUM NO. 1

### 201 WILLIAM ST. SPALLING REPAIR KEY WEST HISTORIC SEAPORT ITB #21-002

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.
- 2. Bid date has been extended to December 22, 2020 @ 3:30pm.
- 3. All Requests for Information must be submitted, in writing, end of business December 14, 2020.
- 4. Owner's construction cost estimate is \$650,000 \$750,000

All other elements of the Contract and Bid documents 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.

| Chais noton |                   |  |
|-------------|-------------------|--|
|             | Design Center Inc |  |
| Signature   | Name of Business  |  |

# Mandatory Pre-Bid Meeting SIGN-IN Sheet DECEMBER 2, 2020 9:30 AM 201 WILLIAM ST. SPALLING REPAIR KEY WEST HISTORIC SEAPORT ITB #20-002

| NAME / COMPANY                    | CONTACT #             | EMAIL                                 |
|-----------------------------------|-----------------------|---------------------------------------|
| KAPEN OLSON / City of Yey West    | 365-809,7803          | LOWSON COTTYSE LEYNEST - FR. GOV      |
| DOUGH BROSHON /CTY OF Key NEST    | 305-89-3739           | TBREDSHAWA CAMPERTURES-FL. GOV        |
| Beyan Wolsey   Barnevola Brildes  | 305-396-7752          | into o baracuda builders, cor         |
| Robert Barchard / D.L. Porter     | 941-929-9400          | King diporter.con /gary poblaries.ca  |
| SHELLON KIDDI STRUCTORAL.         | 954 531 9218          | SKIDD (2) STRUCTURAL. LIET.           |
| LES MOUZZA / ONE SOURCE RESTO     | 813-380.5510          | LESQUESOURCE LESTO. Com               |
| Chris Nolan Design center         | (305) 735-4042        | chils @ Royal-crest.com               |
| Davidtohn/ Satoch                 | (30) 304 4207         | davidhe sectory, CC                   |
| HANGES SUBCOLUSGOST MARINSO CONST | 724-549-1992          | hocreco @ 59851 A MARINO - CONST. COM |
| Bryon Beck Sim Cober,             | 6564-400-4328         | bryun a IM Restration . com           |
| TIM NEELY BELLA CONST.            | 305 796 0628          | Tim a BELLACONSTRUCTION. Cam          |
| Janice Pass / TADEOS Engineering  | (925) 2845701         | Luisatadeoscusineering, can           |
| ONEC Crimanelly / Belly           | (305) 942-9611        | great coverdo bello com               |
| 9                                 | DASSCA (305) 304-3512 | SERGER @ ANTIBUS DESIGN. COM          |



### **PORT & MARINE SERVICES**

201 William Street Key West, FL 33040

### ADDENDUM NO. 2

### 201 WILLIAM ST. SPALLING REPAIR KEY WEST HISTORIC SEAPORT ITB #21-002

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. It shall be considered an acceptable practice to replace columns and beams in sections +/-8 linear feet or more with cold joints in concrete pour if each joint is cleaned to sound roughened surface any laitance and loose debris is removed. Rebar splicing at each joint shall be as specified in the construction plan details (36" for #6 rebar and 31" for #5 rebar). Any special condition shall be approved by the engineer of record.
- 2. Prior to construction the contractor is required to provide the following submittals:
  - · Certificates of insurance
  - Surety bonds
  - List of proposed subcontractors
  - List of proposed products
  - Construction progress schedule
  - Submittal register
  - · Health and safety plan
  - Work plan
  - Quality control (QC) plan
  - · Environmental protection plan
  - · Hurricane Preparedness Plan
  - All Project Materials
  - Contractor to sequence noisy activities (95 decibels or greater), within 50 feet of food consumption
    areas, before business hours. Late night and early morning work will be considered for certain
    activities.
  - 4. Demolition is incidental to all bid items. Contractor to submit \$0.00 for Bid Schedule Line item #4.
  - 5. All utilities to remain operational, only temporary outages are permitted. If utility outage to last more that 4 hours contractor to provide temporary utilities.
  - 6. All businesses within project area are to remain open. Contractor shall provide safe pedestrian access at all times.
  - 7. Contractor to provide signage directing pedestrians around and/or through construction areas.

8. If unclear whether business is open, contractor shall provide signage indicating open for business.

### QUESTIONS & CLARIFICATIONS:

1. The electrical scope of work is just selective removal and replacements of anything on the wall or do these items just get painted over?

Any electrical items/ devices within the area of work are to removed/ reattached

2. How many outlets, panels after removing them will still be in good working order?

It is anticipated that all electrical items/ devices are in good working order

3. Is everything according to code? Once something is touched, they have to be up to code.

Previous work on the structure falls under code when work was completed. Removal/ reattachment to perform work should not trigger replacement.

4. Do you have any general electrical quantities we could follow and price out?

Contractor is to field verify all conditions and quantities prior to bid

5. There is panels, outlets, light fixtures, conduits, condensate, condensers, cctv equipment – these all get removed and replaced – what about painted?

Contractor to match existing condition

6. The existing mural is not supposed to be touched – correct? – But I think you have that wall shown as being painted – which is it?

Contractor to make provisions to protect mural outside of work areas.

7. The piping items – do you need a licensed plumber to remove and replace supply lines, water lines, beer lines, hose bibs etc.? Do these get painted?

The Contractor is expected to abide by all Local, State, and Federal requirements in performing the work. Contractor to match existing condition

8. Are we to remove and replace flooring, drywall, ceilings? How much? Just around new columns?

Contractor is to field verify all conditions and quantities prior to bid. Repair is of areas affected by proposed work

Do all thirty-four (34) columns need to be removed and replaced; can we do partial repairs where necessary?

All columns identified on the plans and diagrams shall be replaced entirely. Previous partial repairs were proven ineffective.

10. Is the reason for the replacement a lack of concrete strength? If so, what is the existing compressive strength?

Replacement due to extensive and repetitive concrete spalling likely caused by salt contamination of concrete media and loss of its protective qualities to the reinforcement (spalling).

11. Is the reason for replacement a function of reinforcing steel corrosion?

All replacement shall be as shown on proposed plans, details and diagrams

12. Please confirm that Sika Armatec is to be placed at the top and bottom of the column repairs where the new concrete will bond with existing.

### Confirmed

13. Please clarify the requirements for mitigating moisture intrusion during the tie beam replacements at the roof. Also please provide details, if any, regarding tying in the existing roofing to the tie beam.

First half of question – the contractor shall provide any mitigating means necessary to prevent damage to the structure interior and any content

See sheets S-106 for second half

14. Please confirm that all reinforcing steel to be used on this project is to be Grade 100.

Please see sheet G-101 for reinforcement requirements (grade and type)

15. Please confirm that the CMU block infill is rated for the specified wind load on sheet G-101.

There are no proposed CMU at any significant scale in this project.

CMU in note page to be used only for small restoration

16. Please provide clarification on how hurricane season and hurricane preparedness should be addressed in the bid.

Refer to general note #2 above

17. Will any considerations be made during bidding for those that can complete the project in less than 180 days?

There is no early completion incentive clause with this contract

18. Please provide depth from top of slab on grade to the top of the footers.

This is unknown. The contractor to follow details provided in the drawings on how deep to go below existing finished grade.

19. Please provide details on how the seawall and building behave in relation to each other.

This information is not available. No significant record drawings are available.

20. Does the City have access to extra pavers of the same manufactured lot?

Contractor can store and re-use existing pavers as long as they are kept in good condition, match existing for any replacement

21. Are work hours limited to daytime? i.e. Can we work late nights/early morning?

Refer to general note #3 above

| All other elements of the Contract and Bid documents, including the Bid Date shall remain unchange | d. All |
|--|--------|
| Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the adder    | ndum   |
| with their proposal. Proposals submitted without acknowledgement or without this Addendum ma       | y be   |
| considered non-responsive.   |        |

| Signature |       | . DCS | lame of Busi   | iness |  |
|-----------|-------|-------|----------------|-------|--|
| Chris     | Nolon | Dec   | ign Center, Ir | ne    |  |
| 20        |       |       |                |       |  |



### GENERAL CONTRACTORS & ENGINEERS

### Experience of Bidder

Relevant Experience & List of similar jobs completed within the last year.

Design Center is a team of contractors, project managers, designers, and skilled tradesmen local to the Florida Keys. <u>Design Center Inc has been active</u> in the State of Florida, under the current name for over 4 years (5/26/2015) and previously as <u>Royal Crest Builder's since 7/16/2002</u>. Please Refer to the Following List of *Recent* Similar jobs.

- 1. Royal Furniture: Ryan Elwell, (305) 481-1791; 2,900,000.00. 15,000 SQ foot Slab and commercial building construction.
- 2. Patty Eubank Residence: Patty Eubank, (321) 482-8224 Construction of a residence and pool in on a canal for \$1,188,710.45. 1415 E 79<sup>th</sup> St, Marathon, Fl, 33050
- La Brisa Condominiums Spalling: Marty Bombenger: (305) 294-1901; Devon Ayers: (330) 807-3784. \$758,724.43. 1901 S Roosevelt Blvd Ste 305, Key West Fl, 33040. Repair Spalling, stucco and repaint. 2018-2019
- **4.** <u>Cav Condominiums Spalling:</u> Stan Friend: (305) 289-1581; \$605,725.52. 601 W Ocean Dr, Key Colony Beach, Fl, 33051 Repair Spalling, Stucco and Repaint. 2019-2020
- 5. <u>Harbour House Condomoinium:</u> Pat Doyle: <u>ppdoyle16@centurylink.net</u>; \$66,187.00. 1217 Sombrero Blvd, Marathon, Fl, 33050. Repair spalling, stucco, repaint, and replace railings as needed. 2019
- 6. Schooner Condominiums: Jim McGee: (305) 440-4339; \$53,625.00. 605 Sombrero Beach Rd, Marathon, Fl, 33050 Repair Spalling, Stucco & Repaint. 2019
- Spanish Galleon Condominium: Mike Card: (541) 222-0029; \$393,562.50. 1115
   Sombrero Blvd, Marathon, Fl, 33050 repair Spalling, Stucco, Repaint, Railings as needed and Roof Spalling. 2019
- 1800 Atlantic Condominiums: Nicholas D. Cuviello: (305) 294-9553. \$106,814.02.
   1800 Atlantic Rd, Key West, Fl, 33040 Repair Spalling near Doors, Replace Door, Stucco and Repaint. 2019
- 9. <u>Little Venice Project:</u> Andrew George (305) 735-4042. New Construction for approx. 2500 SF single family residence \$495,000.00
- **10.** <u>Carolyn Campbell Residence:</u> Carolyn Campbell (305) 240-1959. New construction of a 2000 SF single family residence. Marathon, Fl, 33050

Sincerely,

Chris Nolan, E.I. Project Engineer/ Manager







# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

# CONSTRUCTION INDUSTRY LICENSING BOARD

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

# GEORGE, ANDREW N

MARATHON 6677 OVERSEAS HIGHWAY DESIGN CENTER INC FL 33050

**LICENSE NUMBER: CGC1523838** 

**EXPIRATION DATE: AUGUST 31, 2020** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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|   |  | CERTIFICAT  | E OF LIABI  | LITY INS                                       | SURANCE   |  | Date 9/12/2019                    |           |
|---|--|---|---|--|---|--|-----------------------------------|-----------|
| Producer: Plymouth Insurance Agency<br>2739 U.S. Highway 19 N.<br>Holiday, FL 34691<br>(727) 938-5562 |  |   | This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.   |  |   |  |                                   |           |
|   |  |   |   |  | Insurers Affording Cov  | erage  | NAIC #                            |           |
|   |  |   | l 0 0 d:-!:-:   | Insurer A:                                     | Insurer A: Lion Insurance Company                                     |  |                                   |           |
| Insured:  |  |   | Insurer B:  |  |   | 11075  |                                   |           |
|   |  | 2739 U.S. Highway 19 N.<br>Holiday, FL 34691  | Insurer C:  |  |   |  |                                   |           |
|   |  | Holiday, FE 34091   | Insurer D:  | Insurer D:                                     |   |  |                                   |           |
|   |  |   |   | Insurer E:                                     |   |  |                                   |           |
| Cov   | erage  | S   |   |  |   |  |                                   |           |
| With 16   | spect to w                                       | surance listed below have been issued to the insure<br>nich this certificate may be issued or may pertain, the<br>have been reduced by paid claims. | d named above for the policy<br>e insurance afforded by the p   | period indicated. No<br>olicies described here | twithstanding any requirement,<br>ein is subject to all the terms, e. | term or condition of any contract or exclusions, and conditions of such poli | other document<br>cies. Aggregate |           |
| INSR<br>LTR   | ADDL<br>INSRD                                    | Type of Insurance   | Policy Number   | Policy Effective<br>Date<br>(MM/DD/YY)         | Policy Expiration<br>Date<br>(MM/DD/YY)                               | Limits   |                                   |           |
|   |  | GENERAL LIABILITY   |   |  |   | Each Occurrence  | \$                                |           |
|   |  | Commercial General Liability Claims Made Occur  |   |  |   | Damage to rented premises (EA occurrence)                                    | \$                                |           |
|   |  |   |   |  |   | Med Exp  | \$                                |           |
|   |  | H   |   |  |   | Personal Adv Injury  | 4                                 |           |
|   |  | General aggregate limit applies per:  |   |  |   |  |                                   |           |
|   |  | Policy Project LOC  |   |  |   | General Aggregate  |                                   |           |
| -   |  |   |   |  |   | Products - Comp/Op Agg   | 5                                 |           |
|   |  | AUTOMOBILE LIABILITY  |   |  |   | Combined Single Limit  |                                   |           |
|   |  | Any Auto  |   |  |   | (EA Accident)  Bodily Injury   | 5                                 |           |
|   |  | All Owned Autos   |   |  |   | (Per Person)   | s                                 |           |
|   |  | Scheduled Autos   |   |  |   |  |                                   |           |
|   |  | Hired Autos Non-Owned Autos   |   |  |   | Bodily Injury (Per Accident)   |                                   |           |
|   |  | Non-Owned Autos   |   |  |   |  | *                                 |           |
|   |  |   |   |  |   | Property Damage<br>(Per Accident)  |                                   |           |
| 7   |  | EXCESS/UMBRELLA LIABILITY   |   |  |   | Each Occurrence  | 3                                 |           |
|   |  | Occur Claims Made   |   |  |   |  |                                   |           |
|   |  | Deductible  |   |  |   | Aggregate  |                                   |           |
| A   | Workers Compensation and<br>Employers' Liability |   | WC 71949  | 01/01/2019                                     | 01/01/2020  | X WC Statu-<br>tory Limits OTH-<br>ER  |                                   |           |
|   | Any prop   | prietor/partner/executive officer/member  |   |  |   | E.L. Each Accident   | \$1,000,000                       |           |
|   |  | no No   |   |  |   | E.L. Disease - Ea Employee   | \$1,000,000                       |           |
|   | If Yes, d  | escribe under special provisions below.   |   |  |   | E.L. Disease - Policy Limits   | \$1,000,000                       |           |
| -   | Other  |   | Lian Transcor   |  |   |  |                                   |           |
| <b>Desc</b><br>Covera   | riptions   | of Operations/Locations/Vehicles/Eapplies to active employee(s) of South East Pe  | xclusions added by<br>ersonnel Leasing, Inc. &  | Endorsement/S                                  | pecial Provisions:  | Client ID: 98-66 Client Company":  |                                   |           |
| Covera  | age only   | applies to injuries incurred by South East Pers   | onnel Leasing, Inc. & Sul   | osidiaries active em                           | ployee(s), while working in   | n: FL.   |                                   |           |
| Covera  | age does   | not apply to statutory employee(s) or indepen   | ndent contractor(s) of the  | Client Company o                               | r any other entity.   |  |                                   |           |
|   |  | ve employee(s) leased to the Client Company   | can be obtained by faxing   | ng a request to (72                            | 7) 937-2138 or email certif   | icates@lioninsurancecompany.c  | om                                |           |
| -   | ct Name  |   |   |  |   |  |                                   |           |
| ISSUE   | 09-12-1  | a (99)  |   |  |   |  |                                   |           |
|   |  |   |   |  |   |  |                                   |           |
|   |  |   |   |  |   | Begin Date   | : 7/19/2019                       |           |
| CERT  | TIFICATE   | MONROE COUNTY   |   | CANCELLATION                                   | e described policies he seemed  |  |                                   |           |
| BOARD OF COUNTY COMMISSIONERS 1100 SIMONTON STREET KEY WEST, FL 33040                                 |  |   | Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. |  |   |  |                                   |           |
|   |  |   |   |  |   |  |                                   | Down far- |



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/13/2019

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  | CONTA<br>NAME: | CT GEICO   | -            |  |                   |                    |  |
|---|----------------|--|--------------|--|-------------------|--------------------|--|
| GEICO   | PHONE          | PHONE 4 000 500 0444   |              |  |                   |                    |  |
| ONE GEICO BLVD  | E-MAIL         | E-MAIL DICOMMENDECEICO COM   |              |  |                   |                    |  |
| FREDERICKSBURG, VA 22412  | ADDRE          | ADDRESS: **TOOMMEND @ OETOO.COM  |              |  |                   |                    |  |
|   | meune          | INSURER(S) AFFORDING COVERAGE INSURER A : GOVERNMENT EMPLOYEES INSURANCE CO  |              |  |                   | 22063              |  |
| INSURED   | -              |  |              |  |                   | 22000              |  |
| ROYAL CREST COMPANIES INC. DBA DESIGN CENT  | ED INO         | INSURER B :  |              |  |                   |                    |  |
| 6677 OVERSEAS HWY   |                | INSURER C :  |              |  |                   |                    |  |
| MARATHON FL 33050   |                | INSURER D :  |              |  |                   |                    |  |
|   |                | INSURER E :  |              |  |                   |                    |  |
| COVERAGES CERTIFICATE NUMBER:   | INSURE         | INSURER F :  |              |  |                   |                    |  |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BI   | LOW HAVE BEE   | N (SCUED TO  | THE INCHES   | REVISION NUMBER:                             |                   |                    |  |
| INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CO<br>CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE<br>EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN N   | AFFORDED BY    | Y CONTRACT THE POLICIE   | OR OTHER     | DOCUMENT WITH DECDE                          | OT TO H           | WEIGHT THE         |  |
| INSR TYPE OF INSURANCE INSD WVD POLICY IN   |                | POLICY EFF   | POLICY EXP   | LIMI   | re                |                    |  |
| COMMERCIAL GENERAL LIABILITY  | IOMBER         | (MM/DD/YYYY)   | (MM/DD/YYYY) |  |                   |                    |  |
| CLAIMS-MADE OCCUR   |                |  |              | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$                |                    |  |
|   |                |  |              | MED EXP (Any one person)                     | \$                |                    |  |
|   |                |  |              | PERSONAL & ADV INJURY                        | \$                |                    |  |
| GEN'L AGGREGATE LIMIT APPLIES PER:  |                |  |              | GENERAL AGGREGATE                            | \$                |                    |  |
| POLICY PRO-<br>JECT LOC   |                |  |              | PRODUCTS - COMP/OP AGG                       | \$                |                    |  |
| OTHER:  |                |  |              |  | \$                |                    |  |
| AUTOMOBILE LIABILITY  |                |  |              | COMBINED SINGLE LIMIT<br>(Ea acodent)        | \$                |                    |  |
| ANY AUTO OWNED SCHEDULED 0100171959 01  |                |  |              | BODILY INJURY (Per person)                   | \$ 100,           | 000                |  |
| A OWNED SCHEDULED 9100171858 01   |                | 10/01/2019   | 10/01/2020   | BODILY INJURY (Per accident)                 |                   |                    |  |
| AUTOS ONLY AUTOS ONLY   |                |  |              | PROPERTY DAMAGE<br>(Per accident)            | s 100,            | 000                |  |
|   |                |  |              |  | \$                |                    |  |
| UMBRELLA LIAB OCCUR   |                |  |              | EACH OCCURRENCE                              | 5                 |                    |  |
| EXCESS LIAB CLAIMS-MADE   |                |  |              | AGGREGATE                                    | \$                |                    |  |
| DED RETENTION \$  |                |  |              |  | s                 |                    |  |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                |  |              | PER OTH-<br>STATUTE ER                       |                   |                    |  |
| ANYPROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED?  |                |  |              | E.L. EACH ACCIDENT                           | s                 |                    |  |
| (Mandatory in NH)   |                |  |              | E.L. DISEASE - EA EMPLOYEE                   | 4                 |                    |  |
| If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |                |  |              | E.L. DISEASE - POLICY LIMIT                  |                   |                    |  |
|   |                |  |              | E.E. Bristerion, "Francis Emili              |                   |                    |  |
|   |                |  |              |  |                   |                    |  |
|   |                |  |              |  |                   |                    |  |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Rema<br>2004 FORD F-350 (VIN): 1FTSW31P04ED56817 2017 FORD F-350 (VIN): JALE5J164K7301783 2019 PJ TRAILER DM142 (VIN): JALE5J164K730178 (VIN): JALE5J164K79 (VIN) | IN): 1FT8W3BT: | 2HEE78901  | 2017 FORD F  | 450 (VIN): 1FT8WADTY                         | HEE5404<br>M1423L | 42 2019<br>1321168 |  |
| CERTIFICATE HOLDER  |                |  |              |  |                   |                    |  |
| CERTIFICATE HOLDER  | CANC           | ELLATION   |              |  |                   |                    |  |
| MONROE COUNTY BOARD OF COUNTY COMMISSIO   | THE            | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |              |  |                   |                    |  |
| 1100 SIMONTON ST<br>KEY WEST FL 33040   | AUTHOR         | AUTHORIZED REPRESENTATIVE  |              |  |                   |                    |  |
| VE1 44E91 LF 33040  |                | XXX  |              |  |                   |                    |  |

ACORD 25 (2016/03)

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### ACORD

### CERTIFICATE OF LIABILITY INSURANCE

9/11/2019

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) CONTACT PLYMOUTH INSURANCE AGENCY Plymouth Insurance Agency PHONE (A/C, No, Ext): 727-682-4040 FAX (A/C, No):877-491-7980 2739 US Hwy 19 North E-MAIL ADDRESS: CERTS@PLYMOUTHINSURANCEAGENCY.COM Holiday, FL 34691 INSURER(S) AFFORDING COVERAGE INSURER A : SECURITY NATIONAL Ins. 19879 Design Center, Inc, JC Const Mgmt Inc, INSURED INSURER B . Royal Crest Co.Inc, dba Royal Crest Bldrs INSURER C : 6677 Overseas Hwv INSURER D Marathon, FL 33050 INSURER E : INSURER F **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. ADDL SUBR INSR TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 100,000 \$ MED EXP (Any one person) 5,000 SES1777497-00 5/26/2019 5/26/2020 A PERSONAL & ADV INJURY 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE \$ X POLICY PRO-JECT 2,000,000 PRODUCTS - COMP/OP AGG OTHER AUTOMOBILE LIABILITY OMBINED SINGLE LIMIT \$ (Ea accident) ANYAUTO BODILY INJURY (Per person) OWNED SCHEDULED AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED BODILY INJURY (Per accident) \$ PROPERTY DAMAGE **AUTOS ONLY** \$ (Per accident) \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB **CLAIMS-MADE** AGGREGATE \$ DED **RETENTION \$** \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below \$ E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Qualifier Andrew George CGC1523838,CGC1521939 Qualifier Yadira Blanco CGC1515665, CFC1428730 CERTIFICATE HOLDER CANCELLATION MONROE COUNTY Board of County Commissioners SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 1100 SIMONTON STREET ACCORDANCE WITH THE POLICY PROVISIONS. KEY WEST, FL 33050 AUTHORIZED REPRESENTATIVE

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