



C O N S T R U C T I O N   G R O U P

TRANSMITTAL

Included: \_\_\_\_\_

Drawings: ☐

Specifications: ☐

Correspondence: ☐

Bid Submittal: ☒

Control Sample: ☐

For Your: \_\_\_\_\_

Approval: ☐

Review/Comment: ☐

Use: ☒

Return: ☐

Sent Via: \_\_\_\_\_

Fed-Ex, UPS, USPS: ☐

Overnight: ☐

Courier: ☐

In Person: ☒

Date: Wednesday, May 5, 2021

To: City of Key West

Company: CRA

Address: 1300 White St.  
Key West, FL 33040

Email: kolson@cityofkeywest-fl.gov

Project: Conch Republic Roof/Wall Replacement

Description: Submittal of Bid

Remarks:

To Whom it May Concern,

Please find enclosed the original copy of our bid submission package and an electronic copy on two USB drives.

Bid: ITB-21-003

Regards,

Kathleen Smith

[ksmith@marino-construction.com](mailto:ksmith@marino-construction.com)  
603-490-6377



C O N S T R U C T I O N   G R O U P

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Conch Republic Roof Replacement – Key West Historic Seaport  
ITB-21-003

Bid Submission

Bidder: Marino Construction Group, Inc.  
CGC # 021647

### **BID FORM**

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **CONCH REPUBLIC ROOF/ WALLS REPLACEMENT  
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #21-003

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

Company Name: Marino Construction Group, Inc.

Contact Name & Telephone #: Kathleen Smith

Email Address: ksmith@marino-construction.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 sixty (60) calendar days, including construction of the foundation and assembly of the structure.

**All work must be completed in August/ September 2021**

#### LIQUIDATED DAMAGES

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

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

#### ADDENDA

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

#### SALES AND USE TAXES

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

#### 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

### CONCH REPUBLIC ROOF / WALL REPLACEMENT KEY WEST HISTORIC SEAPORT

#### UNIT PRICE BID

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. Mobilization and Demobilization

a. Mobilization	1	each	\$	<u>37,125.00</u>	
b. Demobilization	1	each	\$	<u>5,850.00</u>	
	1	LS (10% of Construction Cost Max.)			\$ <u>42,975.00</u>

#### 2. Payment and Performance Bonds

	1	LS			\$ <u>11,025.00</u>
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#### 3. Permit Fees (to be paid at cost)

	1	LS			\$ <u>15,000.00</u>
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#### 4. Demolition (includes all labor, equipment and disposal for a complete product)

	1	LS			\$ <u>105,525.00</u>
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#### 5. Vulcraft Deck Panel Roofing (includes all labor, equipment and disposal for a complete product)

10,800	SF	Unit Price \$	<u>15.62</u>	TOTAL	\$ <u>168,696.00</u>
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#### 6. WMP-50 Roof Insulation (includes all labor, equipment and disposal for a complete product)

255	SF	Unit Price \$	<u>3.12</u>	TOTAL	\$ <u>795.60</u>
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#### 7. Overhang Reconstruction (includes all labor, equipment and disposal for a complete product)

1,100	SF	Unit Price \$	<u>106.30</u>	TOTAL	\$ <u>116,930.00</u>
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#### 8. Wall Cladding/ Framing Replacement (includes all labor, equipment and disposal for a complete product)

125	LF	Unit Price \$	<u>2,200.00</u>	TOTAL	\$ <u>275,000.00</u>
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9. Header Track Framing/ Cladding Replacement (includes all labor, equipment and disposal for a complete product)

180 LF Unit Price \$ 250.00 TOTAL \$ 45,000.00

10. Framed Work Zone Partition (includes all labor, equipment and disposal for a complete product)

1 LS \$ 45,285.00

11. Miscellaneous Electrical/ Mechanical Work (includes all labor, equipment and disposal for a complete product)

1 LS \$ 26,483.00

12. Miscellaneous Plumbing Work (includes all labor, equipment and disposal for a complete product)

1 LS \$ 1,125.00

13. Miscellaneous Appertances (includes all labor, equipment and disposal for a complete product)

1 LS \$ 560.00

14. Allowance (only to be used with Owner's written direction)

1 LS \$ 40,000.00

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

Total of lump sum items 1 - 15 \$ 854,399.00

Eight Hundred Fifty Four Thousand Three Hundred Ninety Nine Dollars & Zero Cents  
(amount written in words)

**NOTE: 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 forces and the estimated total cost of these items.  
(Use additional sheets if necessary.)

<u>Remove &amp; Replace Gutters</u>	<u>\$7,004.00</u>
<u>Remove &amp; Reinstall Doors</u>	<u>\$17,862.00</u>
<u>Build &amp; Install Partitions</u>	<u>\$28,650.00</u>
<u>Install Dust &amp; Dirt Barriers</u>	<u>\$19,052.00</u>
<u>Remove &amp; Replace Signage</u>	<u>\$1,786.00</u>
<u>Install Bird Spikes</u>	<u>\$5,170.00</u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>
<u> </u>	<u> </u>



## 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:

Electrical

Portion of Work

Check Electric

Name

3255 Flagler Ave., #303, Key West, FL, 33040  
Street City State Zip

Mechanical

Portion of Work

Sub-Zero A/C & Refrigeration

Name

6003 Pennisular Ave., Key West, FL, 33040  
Street City State Zip

Plumbing

Portion of Work

C.L. Plumbing

Name

E-114 11th Ave., Key West, FL, 33040  
Street City State Zip

Roofing, Cladding

Portion of Work

Tarpon Bay Construction

Name

1220 SE 13th Ave, Cape Coral, FL, 33990  
Street City State Zip

SURETY

Traveler's Casualty & Surety Company of America whose address is  
One Tower Square, Hartford, CT, 06183  
Street City State Zip  
305-670-6111 Claudia Diaz  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Marino Construction Group, Inc.  
doing business  
at  
7025 Shrimp Road, Suite 2E, Key West, FL, 33040  
Street City State Zip  
ksmith@marino-construction.com  
email address

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

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

Name	Title
<u>Michael Marino</u>	<u>President</u>
<u>Angela Marino</u>	<u>Vice President</u>
<u>Matah Persaud</u>	<u>CEO</u>
<u></u>	<u></u>

If Sole Proprietor or Partnership

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

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

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 5th day of May 2021.

(SEAL)

Marino Construction Group, Inc.  
Name of Corporation

By

Michael Marino

Title President

Attest

Secretary



## 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.)

## Marathon Airport Hangars: Steel Replacements of Girts, Roller Tracks, and Metal Building Repairs

## Stock Island Marina Village, KeyTex Building: Steel Re-Roof and Renovation

## Stock Island Marina Village, Coral Lagoon Building: Steel Structural Renovation

Charley Toppino & Sons Property, Steel Maintenance Building: New Build

## Charley Toppino & Sons Property, 2 Existing Warehouse Buildings: Renovation and Re-Roof

## Charley Toppino & Sons Property, Steel Transfer Station: Re-Roof and Structural Repairs

\* \* \* \* \*

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ Five Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that Marino Construction Group, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

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

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

in the State of Connecticut,

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

City of Key West

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **ITB #21-003 Conch Republic Roof/ Wall Replacement – Key West Historic Seaport**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY),

equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**ITB #21-003**

**CONCH REPUBLIC ROOF/ WALL REPLACEMENT**

**KEY WEST HISTORIC 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 3 day of May, 2021.

Marino Construction Group, Inc.

By 

PRINCIPAL

Travelers Casualty and Surety Company of America  
SURETY

By 

Attorney-In-Fact & FL Res Agent, William L. Parker





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

**POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William L. Parker** of **MIAMI** Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

City of Hartford ss.

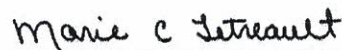
By:   
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



  
 Marie C. Tetreault, Notary Public

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

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

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

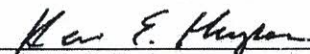
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this 3 day of May, 2021



  
 Kevin E. Hughes, Assistant Secretary

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

**ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Monroe )

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

By: \_\_\_\_\_

Michael Marino

Sworn and subscribed before me this 5th day of May 20 21.

*Kathleen A. Smith*

NOTARY PUBLIC, State of Florida at Large



Kathleen A. Smith  
Commission # GG208716  
Expires: April 22, 2022  
Bonded thru Aaron Notary

My Commission Expires: 04-22-2022

\* \* \* \* \*



**SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_  
Conch Republic Roof/Wall Replacement

2. This sworn statement is submitted by Marino Construction Group, Inc.  
(name of entity submitting sworn statement)

whose business address is 7025 Shrimp Road, Suite 2E

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

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

signing this sworn statement N/A

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

and my relationship to the entity named above is as President

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

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

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

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



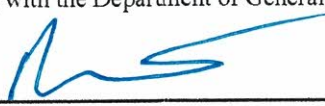
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision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

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.)

  
\_\_\_\_\_  
(signature)

May 05, 2021  
\_\_\_\_\_  
(date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 5th day of May, 2021.

My commission expires:

  
NOTARY PUBLIC



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


## 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: 7025 Shrimp Road, Suite 2E, Key West, FL 33040

Address

  
Signature

Michael Marino

Print Name

President

Title

DATE:

May 05, 2021

SEAL: 

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Monroe )

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

Marino Construction Group, Inc.

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

By: \_\_\_\_\_

Sworn and subscribed before me this 5th day of May 20 21.

Kathleen A. Smith

NOTARY PUBLIC, State of Florida at Large



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

My Commission Expires: 04-22-2022

\* \* \* \* \*



**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Monroe )

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

By: \_\_\_\_\_

Sworn and subscribed before me this

5th day of May 2021.

Kathleen A. Smith

NOTARY PUBLIC, State of Florida at Large



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

My Commission Expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA                    )

SS COUNTY OF MONROE            )

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

By: \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_ 5th \_\_\_\_ day of \_\_\_\_ May \_\_\_\_, 20 21

Kathleen A. Smith

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



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

**LOCAL VENDOR CERTIFICATION**  
**PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

Business Name Marino Construction Group, Inc.

Phone: 305-359-5269

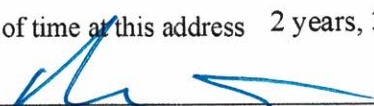
Current Local Address: 7025 Shrimp Rd., Suite 2E  
Key West, FL 33040  
(P.O Box numbers may not be used to establish status)

Fax: N/A


Length of time at this address 2 years, 3 months

May 05, 2021

Date

  
\_\_\_\_\_  
Signature of Authorized Representative  
STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 5th day of May, 20 21.  
By Michael Marino, of Marino Construction Group, Inc.  
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

  
\_\_\_\_\_  
Signature of Notary  
Kathleen A. Smith  
Print, Type or Stamp Name of Notary  
Commission # 00200716  
Expires: April 22, 2022  
Bonded thru Aaron Notary  
\_\_\_\_\_  
Title or Rank

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

## BIDDER'S CHECKLIST

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

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

\* \* \* \* \*





**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 1**

**CONCH REPUBLIC SEAFOOD ROOF & WALL CLADDING  
REPLACEMENT  
KEY WEST HISTORIC SEAPORT  
ITB #21-003**

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. Laydown Area located in the gravel parking lot located at 631 Greene Street.
3. Existing gutters and downspouts shall be maintained or re-installed with appropriate flashing. Cost is incidental to project.
4. CCTV surveillance cameras to remain operational if possible. Contractor to protect the equipment and all associated wiring and shall be reinstalled in exact locations. Coordinate closely with owner. Cost is incidental to project.
5. All existing light fixtures and signs on sides where wall cladding is being replaced shall be removed and re-installed in the same location. All exposed wiring shall be installed in sch 40 galvanized steel pipe and reconnected to the existing circuits. Cost is incidental to project.
6. Replace approximately 500 LF of existing bird spikes with stainless-steel "Premium Nixalite Model S" shall be installed on 3 heavy pedestrian sides of the building (roof and overhang levels) – after replacement of cladding in that area. Cost is incidental to project.
7. Owner's project budget is \$250,000

**CLARIFICATION:**

1. We need clarification on the roofing assembly proposed by the architect. The roofing system is to be an exposed fastener metal roof consisting of 18 gauge "1.5 metal deck" attached to the purlins with stainless steel TEK screws w/neoprene washers. The drawings and specifications do not call out any insulation or membrane covering. Is this correct?

**Existing insulation under metal building deck to be maintained (to remain). Two areas identified on the sheet S-101 with damaged insulation – shall be reinstalled – WMP-50 (White Polypropylene Faced Fiberglass Insulation). Any damages to the existing**

**insulation in the remainder of the building shall be replaced by the contractor at no additional cost to the Owner.**

2. In addition, the NOA provided is not consistent with the proposed roofing assembly. The provided NOA references a 22 or 26 gauge purlin bearing R-Panel, not a 1.5 C-Panel. Please provide direction.

**Miami-Dade NOA is provided for detailing of all roof panels and trim details. However, the gauge and type of the panel shall be as specified on the plans. The contractor shall contact roof metal panel manufacturer "Vulcraft" or equivalent for availability of all specific cladding elements and pricing. All cladding trim elements shall be specific to the used 1.5C Gage18 roof deck and match the profile, G90 galvanization etc.**

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.

  
\_\_\_\_\_  
Signature

Marino Construction Group, Inc.  
\_\_\_\_\_  
Name of Business

# CONCH REPUBLIC ROOF REPLACEMENT KEY WEST HISTORIC SEAPORT

ITB #21-003

## Mandatory Pre-Bid Meeting SIGN-IN Sheet

April 28, 2021  
9:30 AM

ROOFING BY RUFF LARRY SOMMER 407-207-2614 new stringer @ nufroofers.com

NAME / COMPANY	CONTACT #	EMAIL
Kaper Olson / City	305-809-3803	kaper@cityofkeywest-fl.gov
Dan Breckinridge	<del>305-809-3392</del>	<del>DBRECKIN@KEYWEST-FL.GOV</del>
SERGE MASHITANU P.E. / ARTIBUS DESIGN	(305) 304-3512	saiken@artibusdesign.com
George Steinmetz GC	305-797-5945	georgc6562@yahoo.com
Charles Leatherman Sea Tech Inc.	305-748-7191	CharlesL@seatech.cc
HUD SCHAEFER/BOAT MARINO CONSTRUCTION	724-549-1892	hsh@schaeferboatmarinow-construction.com
Robert D. Porter Constructors	941-929-9400	gary@dlporter.com / robert@dlporter.com
LES MOUTON ONE SOURCE ROOF	813-462-9040	LES@ONESOURCEROOF.COM
TOMKINS		
JAMES TOMKINS - Tomkins Electric LLC / GC - MARINO CONSTRUCTION		
	305-300-8451	- Info@TomkinsElectric.com
Pedro Falcon Contrator	Christian Brion 305-872-2200	
TECTA America	2024 Rates 754-366-9684	SDRAKE@TECTAAMERICA.COM
Easy The Carpenter	305-992-0441	Charles
		Coary the Carpenter @



Ron DeSantis, Governor



Halsey Beshears, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**MARINO, MICHAEL JAMES**

MARINO CONSTRUCTION GROUP INC  
7025 SHRIMP RD

2E

KEY WEST FL 33040

**LICENSE NUMBER: CGC021647**

**EXPIRATION DATE: AUGUST 31, 2022**

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



Do not alter this document in any form.

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

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

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

RECEIPT# 30140-105410

Employees 20

STATE LICENSE: CGC021647

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

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

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

**EXPIRES SEPTEMBER 30, 2021**

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

RECEIPT# 30140-105410

Employees 20

STATE LICENSE: CGC021647

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2020

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

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

PRODUCER AWA Insurance Agency 13700 Six Mile Cypress Pkwy Suite# 1 Ft. Myers FL 33912	CONTACT NAME: Stacy Cook PHONE (A/C, No, Ext): 239-418-1100 FAX (A/C, No): 239-418-1164 E-MAIL ADDRESS: stacy@awainsurance.com
INSURED Marino Construction Group, Inc. PO BOX 1706 KEY WEST FL 33041	MARICON-01 INSURER(S) AFFORDING COVERAGE INSURER A: Mt. Hawley Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: FCCI Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 37974 18988 10178

## COVERAGES

CERTIFICATE NUMBER: 1841781950

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	MGL0190655	5/12/2020	5/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	52-830030-00	5/12/2020	5/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MXL0427799	5/12/2020	5/12/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC010006223101	11/13/2020	11/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine- Commercial		CM100030408-02	9/26/2020	9/26/2021	Rented/Leased Equip 150,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Key West  
Building Dept  
1300 White Street  
Key West FL 33040  
USA

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

AUTHORIZED REPRESENTATIVE

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