

RESOLUTION NO. 13-191

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF E.L.C.I. CONSTRUCTION GROUP, INC. FOR THE POLICE STATION WINDOWS REPLACEMENT PROJECT - PD 1302, IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB 13-003, IN AN AMOUNT NOT TO EXCEED \$287,902.00 (BASE BID PLUS BID ALTERNATE #1, 4 AND A \$10,000.00 WALL REPAIR ALLOWANCE); AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN THE BID PACKAGE ON BEHALF OF THE CITY OF KEY WEST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 19, 2013 four bids were opened in response to ITB #13-003, for the Police Station Windows Replacement Project, and only one bid was fully responsive;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of E.L.C.I. Construction Group, Inc. for the Police Sation Windows Replacement Project in accordance with the terms specified in ITB #13-003 is hereby awarded in an amount not to exceed \$287,902.00, including bid alternates 1, 4 and a \$10,000 wall repair allowance.

Section 2: That funds for this project are budgeted in account #101-2101-521-6200, and hereby authorized.

Section 3: That the City Manager is authorized to execute a contract in substantial conformance with the contract documents contained within the bid package on behalf of the City of Key West upon the advice and consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of August, 2013.

Authenticated by the presiding officer and Clerk of the Commission on August 7, 2013.

Filed with the Clerk August 7, 2013.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave Key West, FL 33040 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager

FROM: Doug Bradshaw, Senior Project Manager

CC: David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager

DATE: July 5, 2013

SUBJECT: Resolution approving the award and the City Manager's execution of the contract for Invitation to Bid (ITB) # 13-003: Police Station Windows Replacement to E.L.C.I. Construction Group, Inc. in the amount of \$287,902 (Base Bid plus Bid Alternate #1, 4, and a \$10,000 wall repair allowance)

ACTION STATEMENT:

This Resolution will award the Police Station Windows Replacement to E.L.C.I. Construction Group, Inc. in the amount of \$287,902 and approve the City Manager executing the contract. This falls under Infrastructure Goal#4 of the 2011 Strategic Plan which is the long term sustainability of the City's hard assets.

BACKGROUND:

Construction of the Key West Police Station was completed in 2002. An ongoing issue with the facility has been water intrusion into the building through the windows and the stucco. It appears that improper installation of the windows is one of the causes of the intrusion. The City originally looked at removal of the existing windows, modification of the window opening, and reinstallation of the window. However, because of the original installation practices, the windows were damaged to the point that it would be difficult to get a proper fit/seal and leakage would continue to be a problem. Additionally, the building code had changed and the existing windows did not meet the new code. The City decided that full replacement of the windows would be necessary. The City issued ITB #13-003 for the replacement of the Police Station windows and received four (4) bids on June 19, 2013.

1	Contracting Specialists Inc. 1600 North Powerline Road Pompano Beach, FL 33069	Lump Sum Base Bid: \$299,360.00 Alternate #1 (Addition): \$ 1,324.00 Alternate #2 (Addition): \$ 10,935.00 Alternate #3 (Addition): \$ 23,607.00 Alternate #4 (Addition): \$ 26,730.00 Unit Price Gyp. Bd. Repair No Price.
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Key to the Caribbean - Average yearly temperature 77° F.

RESOLUTION SUMMARY

2.	E.L.C.I. Construction Group, Inc. 626 NE 124 th Street North Miami, FL 33161	Lump Sum Base Bid: \$261,029.00 Alternate #1 (Addition): \$ 3,150.00 Alternate #2 (Addition): \$ 34,061.00 Alternate #3 (Deduction): \$ 18,742.00 Alternate #4 (Addition): \$ 13,723.00 Unit Price Gyp. Bd. Repair \$37.50/sq.yd.
3.	Royal Crest Companies, Inc. Royal Crest Builders 11745 5 th Avenue Ocean Marathon, FL 33050	Lump Sum Base Bid: \$154,800.00 Alternate #1 (Addition): \$ 5,200.00 Alternate #2: \$ --- Alternate #3: \$ --- Alternate #4 (Addition): \$ 30,000.00 Unit Price Gyp. Bd. Repair No Price.
4.	Tagarelli Construction, Inc. 53 W. Tarpon Avenue Tarpon Springs, FL 34689	Lump Sum Base Bid: \$267,515.00 Alternate #1 (Addition): \$ 4,100.00 Alternate #2 (Addition): \$ 16,800.00 Alternate #3 (Deduction): \$ 25,000.00 Alternate #4 (Addition): \$ 22,620.00 Unit Price Gyp. Bd. Repair \$21.00/sq.yd.

The base bid included full replacement of all windows similar to what is existing but meeting today's building code. Alternate #1 involves replacement of all internal gypsum board window seals with man-made marble seals. Alternate #2 provided for bullet proof glass for the public counter areas. Alternate #3 replaced the base bid windows with fixed, non-opening windows. Alternate # 4 replaced the based bid window with a higher quality window.

The City also asked the bidders to provide a unit price per square yard to remove damaged gypsum board from existing metal furring, replace with new matching material (5/8") and finish (tape, float and paint). Until the windows are removed it is difficult to determine what if any internal damage has occurred because of the water intrusion. The City is including a \$10,000 allowance in the bid approval for these repairs

Only one bid, E.L.C.I. Construction Group, Inc., fully meant all the requirements of the bid document. Contracting Specialists Inc. failed to submit a unit price for Gypsum Board repairs. Royal Crest Companies, Inc. bid is so far out of line with the amounts of other bids received and with the amount estimated by the architect staff determined the bid to be unreasonable. Additionally Royal Crest Companies, Inc. did not submit a unit price for Gypsum Board repairs and submitted an incomplete bid form. Tagarelli Construction, Inc. failed to submit the Equal Benefits for Domestic Partner Affidavit and at least three (3) years of current or recent projects of similar work.

FINANCIAL IMPACT:

Staff has chosen to award the base bid plus bid alternate # 1, 4 plus a \$10,000 allowance for unforeseen wall repairs for a total contract price of \$287,902. The budget for this project was estimated at \$350,000, account #101-2101-521-6200, project #PD1302. A portion of the budget will

be used to secure a third party testing service to insure that the windows are installed properly and are water and air tight.

PURPOSE & JUSTIFICATION:

The current windows at the Key West Police Station are leaking allowing water to penetrate the walls and are very energy inefficient.

OPTIONS:

There are 2 options at this point:

1. Award the Police Station Windows Replacement to E.L.C.I. Construction Group, Inc. in the amount of \$287,902 and approve the City Manager executing the contract. The bid was responsive and is within budget
2. Reject all bids and rebid the project. There is no justification for rejecting all bids and rebidding since E.L.C.I. Construction Group, Inc.'s bid was responsive and within budget.

RECOMMENDATION:

Approve the award and the City Manager's execution of the contract for Invitation to Bid (ITB) # 13-003: Police Station Windows Replacement to E.L.C.I. Construction Group, Inc. in the amount of \$287,902 (Base Bid plus Bid Alternate #1, 4, and a \$10,000 wall repair allowance)

CONTRACT

This Contract, made and entered into this 17th day of September 2013, by and between the **CITY OF KEY WEST**, hereinafter called the "Owner", and **E.L.C.I. CONSTRUCTION GROUP, INC.** hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT, to the extent of the BID made by the Contractor, dated this 18th day of June 2013, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of POLICE STATION WINDOWS REPLACEMENT are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within the time specified in the Contract, and to accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during a two (2) year warranty period after the date of final acceptance of the work by the Owner, and further agrees to

indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of five hundred dollars (\$500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this
17th day of September 20 .



[Signature]
City Clerk

By: [Signature]
Bogdan Vitas, Jr., City Manager

Contractor: ELCI CONSTRUCTION GROUP, INC

Witness: [Signature]

By: [Signature]

Print Name: VIVIAN MONTEBEGRO

Print Name: FORTUNA M. BICHACHI

Title: PRESIDENT

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for
Key West Police Station Window Replacement

2. This sworn statement is submitted by E.L.C.I. Construction Group, Inc.
(Name of entity submitting sworn statement)

whose business address is 626 NE 124th Street, North Miami, FL, 33161

_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-1134265 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Fortuna M. Bichachi and my relationship to
(Please print name of individual signing)

the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

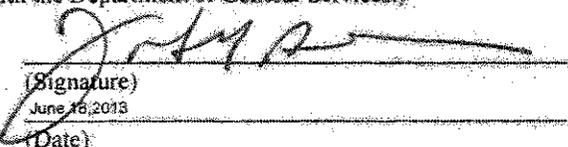
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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.)

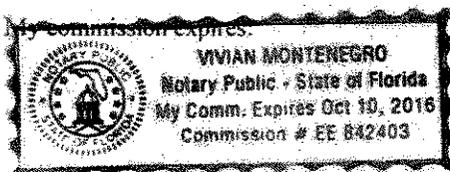

(Signature)
June 16, 2013
(Date)

STATE OF Florida
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Foebroo Dichochi who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 18 day of June, 2013




NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

STATE OF Florida)
COUNTY OF Miami-Dade : SS)

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

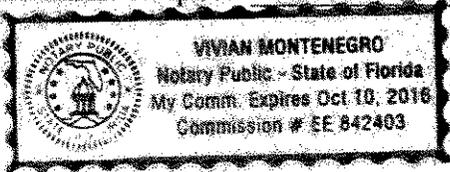
By: [Signature]

Sworn and subscribed before me this

18 day of June, 2013

Vivian Montenegro
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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 "indemnities") 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 indemnities 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.

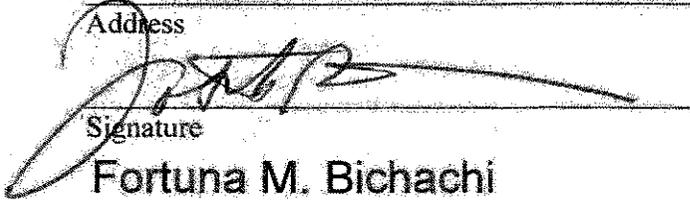
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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: E.L.C.I. Construction Group, Inc.

SEAL:

626 NE 124th Street, North Miami, FL, 33161

Address



Signature

Fortuna M. Bichachi

Print Name

President

Title

6/18/2013

Date

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

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

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____ of _____

(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:

Print, Type or Stamp Name of Notary

City of Key West Purchasing

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

STATE OF Florida)

COUNTY OF Miami-Dade) : SS

I, the undersigned hereby duly sworn, depose and say that the firm of E.L.C.I. 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 Ordinance Sec. 2-799.

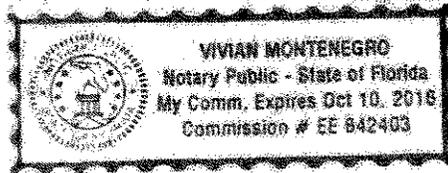
By: [Signature]

Sworn and subscribed before me this

18 day of June, 2013.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



Notice to Bidder: Use Black Ink or Type For Completing the Form.

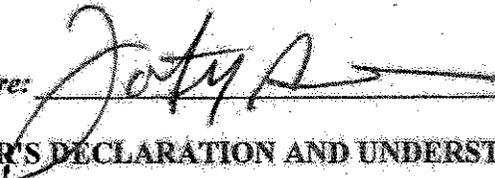
BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: POLICE STATION WINDOWS REPLACEMENT
Project: ITB #13-003

BIDDER'S INFORMATION

Name: E.L.C.I. Construction Group, Inc.
Address: 626 NE 124th Street
North Miami, FL 33161

Contact Name: Fortuna M. Bichachi
Email: moises@elciconstruction.com
Telephone: 305-891-7990
Fax: 305-891-7994

Signature:  **Date:** 6/17/2013

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail 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 five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____,
_____ (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.

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

LUMP SUM BASE BID PRICE

\$ 261,029.00

Bid Total in Words

Two Hundred Sixty One Thousand Twenty Nine Dollars and Zero Cents

BID ALTERNATIVES

Please indicate whether the Alternate is an addition or deduction from the Base Bid

ALTERNATE 1 (Total Dollar Addition/Deduction to Base Bid)

\$ 3,150.00 (Addition)

In Words

Three Thousand One Hundred Fifty Dollars and Zero Cents

ALTERNATE 2 (Total Dollar Addition/Deduction to Base Bid)

\$ 34,061.00 (Addition)

In Words

Thirty Four Thousand Sixty One Dollars and Zero Cents

ALTERNATE 3 (Total Dollar Addition/Deduction to Base Bid)

\$ -18,742.00 (Deduction)

In Words

Negative Eighteen Thousand Seven Hundred Forty Two Dollars and Zero Cents

Unit Price To Remove Damaged Drywall and Replace with New Per Addendum #1 = \$37.50/SY

ALTERNATE 4 (Total Dollar Addition/Deduction to Base Bid)

\$ 13,723.00 (Addition)

In Words

Thirteen Thousand Seven Hundred Twenty Three Dollars and Zero Cents

BID BREAKDOWN*

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

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: TBD

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

E.L.C.I. CONSTRUCTION GROUP, INC.

ESTIMATE SUMMARY

PROJECT : KEY WEST POLICE WINDOW REPLACEMENT
 LOCATION :

BLDG AREA :
 COST PER / SF : #DIV/0! #DIV/0!

6/19/2013
 01:01:32 PM

DIVISION	SPEC NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	MATERIAL COST	UNIT PRICE	LABOR COST	UNIT PRICE	SUB CONTRACT	SUBCONTRACTOR
DIVISION 1	01000	GENERAL CONDITIONS	0	LS		13,400		27,115		0	N/A
DIVISION 2	02000	BUILDING DEMOLITION / CLEAR SITE	0	LS		0		0		0	N/A
SITEWORK	02050	SITE DEMOLITION	0	LS		0		0		0	N/A
	02200	EARTHWORK / SITE FILL	0	LS		0		0		0	N/A
	02300	SITE UTILITIES - WATER W/ EXISTING DE	0	LS		0		0		0	N/A
	02310	SITE UTILITIES - SEWER W/ EXISTING DE	0	LS		0		0		0	N/A
	02515	PAVERS	0	SF		0		0		0	N/A
	02520	ASPHALT PAVING MARKINGS & SIGNS	0	SY		0		0		0	N/A
	02525	SIDEWALKS AND CURBING	0	LS		0		0		0	N/A
	02700	STORM / SITE DRAINAGE	0	LS		0		0		0	N/A
	02800	DUMPSTER GATES / FENCING	0	EA		0		0		0	N/A
	02820	SITE WALL (4'-0" HIGH	0	LF		0		0		0	N/A
	02900	IRRIGATION	0	LS		0		0		0	N/A
	02910	LANDSCAPING AND SOE	0	LS		0		0		0	N/A
	02920	SOIL TREATMENT	0	SF		0		0		0	N/A
DIVISION 3	03050	LIGHT WEIGHT CONCRETE / DECK	0	LS		0		0		0	N/A
CONCRETE	03100	CONCRETE MATERIAL / FORMWORK	1	LS		0		0		0	N/A
	03200	REBAR	0	TN		0		0		0	N/A
DIVISION 4	04200	MASONRY	0	BLK		0		0		0	N/A
MASONRY	04500	PRECAST STONE	0	LF		0		0		0	N/A
DIVISION 5	05100	STRUCTURAL STEEL	0	LS		0		0		0	N/A
METALS	05200	METAL DECK	0	LS		0		0		0	N/A
	05300	METAL FABRICATIONS	0	LF		0		0		0	N/A
	05600	PREFAB METAL TRUSSES	0	LS		0		0		0	N/A
DIVISION 6	06100	ROUGH CARPENTRY	0	LS		0		0		0	N/A
CABINETS	06200	FINISH CARPENTRY	0	DAYS		0		0		0	N/A
	06400	WOOD TRUSSES	0	LS		0		0		0	N/A
	06500	CABINETS	0	LS		0		0		0	N/A
DIVISION 7	07100	FOAM MASONRY INSULATION	0	LS		0		0		0	N/A
INSULATION ROOFING	07200	SEALANTS / CAULKING / FIRE CAULKING	0	LS		0		0		0	N/A
	07300	BUILT-UP ROOFING WITH 20 YEAR NDI	0	LS		0		0		0	N/A
	07400	METAL SEAM ROOFING / PANELS	0	LS		0		0		0	N/A
	07600	FIREPROOFING (SPRAY-ON)	0	SF		0		0		0	N/A
	08150	HOLLOW METAL DOORS & FRAMES	0	EA		0		0		0	N/A
DIVISION 8 DOORS WINDOWS	08200	WOOD DOORS & FRAMES	0	EA		0		0		0	N/A
	08300	OVERHEAD DOORS	0	EA		0		0		0	N/A
	08320	EXTERIOR LOCKABLE HATCHES	0	EA		0		0		0	N/A
	08360	BILCO HATCH & LADDER UP	0	EA		0		0		0	N/A
	08400	AUTOMATIC DOORS	0	LS		0		0		0	N/A
08500	STOREFRONT WINDOWS	0	EA		0		0		0	N/A	
	86650	HURRICANE SHUTTERS	0	LS		0		0		0	N/A
	08900	FINISHED HARDWARE	0	LS		0		0		0	N/A
DIVISION 9	09200	STUCCO SYSTEM & EPS BANDS	60	DAYS	0	0	280	16,200		0	N/A
FINISHES	09250	DRYWALL / INSULATION	63	LS	100	6,300		0		0	N/A
	09300	FIBERGLASS WALL PANELS	0	LS		0		0		0	N/A
	09400	CERAMIC TILE	0	LS		0		0		0	N/A
	09500	CARPET & VB	0	LS		0		0		0	N/A
	09700	ACOUSTICAL CEILING	0	LS		0		0		0	N/A
	09720	MARLITE CEILING PANELS	0	EA		0		0		0	N/A
	09900	PAINTING / WALL COVERINGS	63	EA		0	50	3,150		0	N/A
DIVISION 10	10200	TOILET ACCESSORIES & PARTITIONS	0	LS		0		0		0	N/A
SPECIALTIES	10300	FIRE EXTINGUISHERS	0	EA		0		0		0	N/A
	10400	S.S. CORNER GUARDS & COLUMN WRAP	0	LS		0		0		0	N/A
	10800	BATHROOM DOOR SIGNS	45	EA		0		0		0	N/A
	11000	WINDOW SHADES	0	LS		0		0		0	N/A
DIVISION 11	11900	CART NEST / BOLLARD COVERS	0	LS		0		0		0	N/A
EQUIPMENT	14200	ELEVATORS	2	EA		0		0		0	N/A
CONVEYING	14500	CONVEYOR SYSTEM	0	LS		0		0		0	N/A
DIVISION 15	15300	FIRE SPRINKLERS	0	LS		0		0		0	N/A
MECHANICAL	15400	PLUMBING	0	LS		0		0		0	N/A
	15500	H.V.A.C	0	LS		0		0		0	N/A
DIVISION 16	16000	ELECTRICAL	0	LS		0		0		0	N/A
ELECTRICAL	16500	SITE LIGHTING / ELECTRICAL	0	LS		0		0		0	N/A
SUB TOTALS :						86,483		85,765		0	

REMARKS :	TOTAL MATERIAL :	92,537	BID TOLD :	
	TOTAL LABOR :	85,765		
	LABOR BURDEN :	34.00% 29,160		
	TOTAL SUBCONTRACTS :	0		
	TOTAL COST :	207,462		
	OVERHEAD :	10.00% 20,746		
	PROFIT :	10.00% 22,821		
	PERFORMANCE BOND & PERMITS	4.00% 10,000		
	TOTAL ESTIMATE :	\$261,029		\$10,441

BIDDER

The name of the Bidder submitting this Bid is: E.L.C.I. Construction Group, Inc.

Doing business at 626 NE 124th Street

City North Miami State FL Zip 33161

Telephone No. 305-891-7990

This address is where all communications concerning this Bid 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
Fortuna M. Bichachi	President
Moises B. Bichachi	V.P.

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 18 day of SONG, 2013.

(SEAL)

Name of Corporation

By: 

Title: President

Attest: 

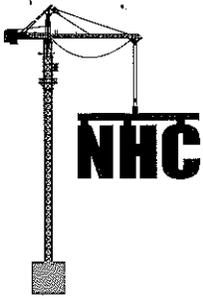
Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

Signature of Bidder _____

Title _____



NIELSON, HOOVER & COMPANY, INC.

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

September 9, 2013

City of Key West, Florida
3140 Flagler Avenue
Key West, Florida 33040

**RE: Authority to Insert Contract Date and Date Bond(s) and
Power(s) of Attorney
Principal: E.L.C.I. Construction Group, Inc.
Bond No. 60090896
Project: Police Station Windows Replacement**

To Whom It May Concern:

Please be advised that this letter serves as our authorization for City of Key West, Florida to do the following:

- *Once the Contract is signed, insert the date of the contract to the bond(s);*
- *Date the bond(s) and Power(s) of Attorney the date of the contract; and*

Please provide us with a copy for our files.

If you have any questions, please do not hesitate to contact this office.

Sincerely yours,

NIELSON, HOOVER & ASSOCIATES

Charles J. Nielson
President of Nielson, Hoover & Associates and,
Attorney-In-Fact of Capitol Indemnity Corporation

Attachments

PERFORMANCE BOND

BOND NO. 60090896
AMOUNT: \$ \$277,902.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, E.L.C.I. CONSTRUCTION GROUP, INC.

with offices at 626 N.E. 124th Street, North Miami Beach, Florida 33161

hereinafter called the CONTRACTOR (Principal), and

CAPITOL INDEMNITY CORPORATION

with offices at P. O. Box 5900, Madison, WI 53705-0900

a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

Nine Hundred-Two
Two Hundred Seventy-Seven Thousand and 00/100 ---- DOLLARS (\$277,902.00 --), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2013, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this _____ day of _____, 2013, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.



CONTRACTOR - E.L.C.I. CONSTRUCTION GROUP, INC.

By:

SURETY - CAPITAL INDEMNITY CORPORATION

By:

Charles J. Nielson, Atty.-In-Fact

(SEAL)

ATTEST

PAYMENT BOND

BOND NO. 60090896
AMOUNT: \$ 277,902.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, E.L.C.I. CONSTRUCTION GROUP, INC.

with offices at 626 N.E./124th Street, North Miami Beach, FL 33161
hereinafter called the CONTRACTOR, (Principal), and
CAPITOL INDEMNITY CORPORATION

with offices at P. O. Box 5900, Madison, WI 53705-0900
a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its Two Hundred Seventy Seven Thousand, hereinafter called the City (Obligee), in the sum of: Nine Hundred-Two and 00/100 ----- DOLLARS (\$277,902.00 ---), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for * attached hereto, with the CITY, dated 20 13, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20 13, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.



(SEAL)

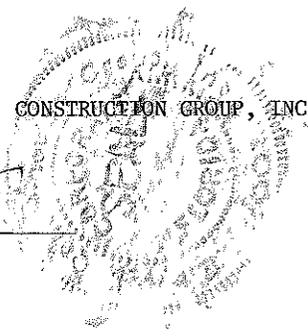
ATTEST

(SEAL)

ATTEST

CONTRACTOR - E.L.C.I. CONSTRUCTION GROUP, INC.

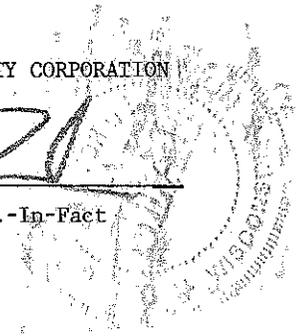
By:



SURETY - CAPITOL INDEMNITY CORPORATION

By:

Charles J. Nielson, Atty.-In-Fact



The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60090896

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

DAVID R. HOOVER; CHARLES D. NIELSON; CHARLES J. NIELSON; JOSEPH P. NIELSON

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

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00

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

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

IN WITNESS WHEREOF the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

David F. Pauly

David F. Pauly
CEO & President

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

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say that he resides in the County of Dane, State of Wisconsin, that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

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

CERTIFICATE

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

Signed and sealed at the City of Middleton, State of Wisconsin this _____ day of _____, 2013.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name E.L.C.I. CONSTRUCTION GROUP, I CtlNbr:0022567
Location Addr 1200 4TH ST
Lic NBR/Class 13-00027857 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: March 12, 2013 Expiration Date: September 30, 2013
License Fee \$154.86
Add. Charges \$0.00
Penalty \$0.00
Total \$154.86
Comments:

This document must be prominently displayed.

E.L.C.I. CONSTRUCTION GROUP, I
626 NE 126TH ST
MIAMI FL 33161

City of Key West
Date: 3/12/13 License Nbr: 13-00027857
Amount: \$154.86
Receipt Nbr: 49349
City of Key West
Date: 3/12/13 License Nbr: 13-00027857
Amount: \$154.86
Receipt Nbr: 49349
City of Key West
Date: 3/12/13 License Nbr: 13-00027857
Amount: \$154.86
Receipt Nbr: 49349

INTEROFFICE MEMORANDUM

To: Doug Bradshaw, Senior Project Manager
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: June 19, 2013
Subject: **POLICE STATION WINDOW REPLACEMENT; BID 13-003**

The following bids were opened Wednesday, June 19, 2013 at 3:30 p.m. in response to the above referenced project.

1	Contracting Specialists Inc. 1600 North Powerline Road Pompano Beach, FL 33069	Lump Sum Base Bid: \$299,360.00 Alternate #1 (Addition): \$ 1,324.00 Alternate #2 (Addition): \$ 10,935.00 Alternate #3 (Addition): \$ 23,607.00 Alternate #4 (Addition): \$ 26,730.00
2.	E.L.C.I. Construction Group, Inc. 626 NE 124 th Street North Miami, FL 33161	Lump Sum Base Bid: \$261,029.00 Alternate #1 (Addition): \$ 3,150.00 Alternate #2 (Addition): \$ 34,061.00 Alternate #3 (Deduction): \$ 18,742.00 Alternate #4 (Addition): \$ 13,723.00
3.	Royal Crest Companies, Inc. Royal Crest Builders 11745 5 th Avenue Ocean Marathon, FL 33050	Lump Sum Base Bid: \$154,800.00 Alternate #1 (Addition): \$ 5,200.00 Alternate #2: \$ --- Alternate #3: \$ --- Alternate #4 (Addition): \$ 30,000.00
4.	Tagarelli Construction, Inc. 53 W. Tarpon Avenue Tarpon Springs, FL 34689	Lump Sum Base Bid: \$267,515.00 Alternate #1 (Addition): \$ 4,100.00 Alternate #2 (Addition): \$ 16,800.00 Alternate #3 (Deduction): \$ 25,000.00 Alternate #4 (Addition): \$ 22,620.00

CS/sph

Bid 13-003 – Police Station Window Replacement

Date: 2/27/13

To: Doug Bradshaw
Senior Project Manager
City of Key West
Engineering/Port

Re: Police Department Building
Window Replacement Cost Estimate

COST ESTIMATE

Windows are single hung aluminum impact windows PGT 701 series
Single 'B' type window @ \$1,000/ unit
Double 'A' type window @ \$2,000/ unit
Triple 'C, D, H & I' type window @ \$3,000/ unit
Labor/ Installation @ \$2,000/ unit

Type 'A' window (double):	43 units x \$2,000/unit =	\$86,000
Type 'B' window (single):	13 units x \$1,000/unit =	\$12,000
Type 'C, D, H & I' window (triple):	7 units x \$3,000/unit =	\$21,000
	Sub Total	= \$119,000
Labor/ installation / unit:	62 units x \$2,000/unit	= \$124,000
	Sub Total	= \$243,000
Contingency @ 20%		= \$48,600
	Total	= \$291,600

Sincerely
WILLIAM P. HORN ARCHITECT, P.A.

William P. Horn,
Principal

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: POLICE STATION WINDOWS REPLACEMENT
Project: ITB #13-003

BIDDER'S INFORMATION

Name: Tagarelli Construction, Inc.
Address: 53 W. Tarpon Avenue
Tarpon Springs, FL 34689
Contact Name: Michael J. Tagarelli
Email: tagarelli@verizon.net
Telephone: 727-937-6171
Fax: 727-937-6172

Signature:  **Date:** June 19, 2013

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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

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.

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

LUMP SUM BASE BID PRICE

\$ 267,515.00

Bid Total in Words

TWO HUNDRED SIXTY SEVEN THOUSAND
FIVE HUNDRED - FIFTEEN DOLLARS & NO CENTS

BID ALTERNATIVES

Please indicate whether the Alternate is an addition or deduction from the Base Bid

ALTERNATE 1 (Total Dollar Addition/Deduction to Base Bid)

\$ 4100.00

In Words

FOUR THOUSAND - ONE HUNDRED DOLLARS & NO CENTS.

ALTERNATE 2 (Total Dollar Addition/Deduction to Base Bid)

\$ 16,800.00

In Words

SIXTEEN THOUSAND - EIGHT HUNDRED DOLLARS & NO CENTS

ALTERNATE 3 (Total Dollar Addition/Deduction to Base Bid)

\$ 25,000.00

In Words

TWENTY FIVE THOUSAND DOLLARS & NO CENTS

ALTERNATE 4 (Total Dollar Addition/Deduction to Base Bid)

\$ 22,620.00

In Words

TWENTY TWO THOUSAND - SIX TWENTY & NO CENTS
UNIT PRICE GYP BOARD PER SQ. - \$ 21.00

BID BREAKDOWN*

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

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: WINDOWS

Name: SUWANEE GLASS

Address: 9051 101st COURT LIVE OAK, FL 32060

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: Tagarelli C

n, Inc.

Doing business at 53 W. Tarpon Avenue

City Tarpon Springs State FL

34689

Telephone No. 727-937-6171

This address is where all communications concerning this Bid :

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:

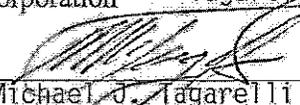
Name	Title
Michael J. Tagarelli	President
_____	_____
_____	_____

If Corporation

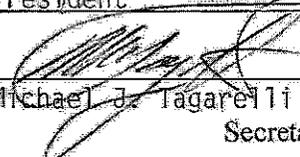
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 19th day of June, 2013.

(SEAL)

Name of Corporation Tagarelli Construction, Inc.

By: 
Michael J. Tagarelli

Title: President

Attest: 
Michael J. Tagarelli
Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

Signature of Bidder _____

Title _____

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB #13-003 for
The City of Key West

2. This sworn statement is submitted by Tagarelli Construction, Inc.
(Name of entity submitting sworn statement)

whose business address is 53 W. Tarpon Ave, Tarpon Springs, FL 34689
and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-3339407 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Michael J. Tagarelli and my relationship to
(Please print name of individual signing)

the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

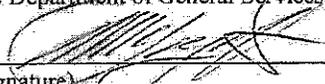
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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)

June 19, 2013

(Date)

STATE OF Florida

COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael J. Tagarelli who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 19th day of June, 2013.

My commission expires: 6/29/2015

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") 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 indemnities 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: Tagarelli Construction, Inc. SEAL:

53 W. Tarpon Avenue, Tarpon Springs, FL 34689
Address


Signature

Michael J. Tagarelli
Print Name

President
Title

June 19, 2013
Date

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address _____

Signature of Authorized Representative _____ Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that

Tagarelli Construction, Inc., hereinafter called the PRINCIPAL, and RLI Insurance Company, a corporation duly organized under the laws of the State of Illinois having its principal place of business at 9025 N. Lindeberg Drive in the State of Illinois and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of Five Percent of Amount Bid DOLLARS (\$ 5% of Amount Bid) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

POLICE STATION WINDOWS REPLACEMENT said Bid, 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 labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

POLICE STATION WINDOWS REPLACEMENT

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

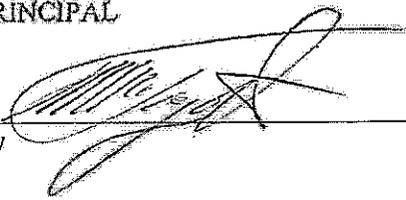
NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE 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 14th day of June 2013

Tagarelli Construction, Inc.

PRINCIPAL

By 

RLI Insurance Company

SURETY



Kevin Wojtowicz

Attorney-In-Fact & FL Licensed Agent



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint: Kevin Wojtowicz, John R. Neu, jointly or severally

in the City of Saint Petersburg, State of Florida its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 10th day of January, 2013.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

Roy C. Die

Vice President

CERTIFICATE

On this 10th day of January, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 10th day of Jan, 2013

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

Roy C. Die

Vice President



Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: POLICE STATION WINDOWS REPLACEMENT
Project: ITB #13-003

BIDDER'S INFORMATION

Name: ROYAL CREST COMPANIES INC. DBA ROYAL CREST BUILDER.

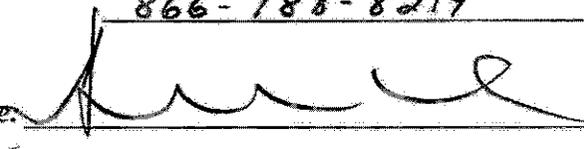
Address: 11745 5TH AVE OCEAN
MARATHON FL 33050

Contact Name: BRAD WAGER

Email: brad@royal-crest.com

Telephone: (305) 735-4042

Fax: 866-788-8219

Signature:  Date: 6-14-13

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail 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 five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
_____(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.

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

LUMP SUM BASE BID PRICE

\$ 154,800.00

Bid Total in Words

One hundred fifty four thousand and eight hundred dollars.

BID ALTERNATIVES

Please indicate whether the Alternate is an addition or deduction from the Base Bid

ALTERNATE 1 (Total Dollar Addition/Deduction to Base Bid)

\$ 5,200.00

In Words

Five thousand two hundred dollars.

ALTERNATE 2 (Total Dollar Addition/Deduction to Base Bid)

\$ _____

In Words

ALTERNATE 3 (Total Dollar Addition/Deduction to Base Bid)

\$ _____

In Words

Royal Crest Builders



ALTERNATE 4 (Total Dollar (Addition) Deduction to Base Bid)

\$ 30,000.00

In Words

Thirty thousand dollars

BID BREAKDOWN*

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

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:	_____
Address:	_____
Portion of Work:	_____
Name:	_____
Address:	_____
Portion of Work:	_____
Name:	_____
Address:	_____

BIDDER

ANDREW GEORGE

The name of the Bidder submitting this Bid is: BRAO HABER FOR ROYAL CREST BUILDERS

Doing business at 11745 5TH AVE OCEAN

City MARATHON State FL Zip 33050

Telephone No. (305) 735-4042

This address is where all communications concerning this Bid 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>ANDREW GEORGE</u>	<u>PRESIDENT</u>
<u>JEYATHEVA SELVARAJAH</u>	<u>VICE-PRESIDENT</u>
<u>ANDREW GEORGE</u>	<u>SECRETARY, TREASURER</u>

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 14 day of JUNE, 2013.

(SEAL)

Name of Corporation _____

By: [Signature]

Title: PRESIDENT

Attest: [Signature]

Secretary



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20 .

Signature of Bidder _____

Title _____

Job History

Key West Housing Authority - Contact Larry Keys

Job 1 Location: Tropic Isles, Marathon 2012

Scope: Entire Complex Door replacements and awning installs

Job 2 Location: Newport Village, Key Largo 2012-2013

Scope: Entire complex Bathroom/Tub replacements

Monroe County Schools – Contact Jeff Barrow

Job 1 Location: Plantation Key School, Plantation 2013

Scope: Replace school stage

Monroe County Department of Social Services – Contact Matt Massoud

Ongoing Location: Various residential properties Monroe County 2011-2013

Scope: Weatherization projects

Bid Breakdown

1. Mobilization	\$2,500.00
2. Labor	\$70,000.00
3. Materials	\$55,000.00
4. Profit	\$20,800.00
5. Permitting	\$3,000.00
6. Travel Expenses	\$1,500.00
7. Demobilization	\$2,000.00

A handwritten signature in cursive script, appearing to read "A. J. [unclear]".

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB #13-003 for
POLICE STATION WINDOWS REPLACEMENT

2. This sworn statement is submitted by ROYAL CREST BUILDERS
(Name of entity submitting sworn statement)

whose business address is 11745 5TH AVE OCEAN, MARATHON
FLORIDA 33050 and (if applicable) its Federal

Employer Identification Number (FEIN) is 03-0469806 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is ANDREW GEORGE and my relationship to
(Please print name of individual signing)

the entity named above is PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

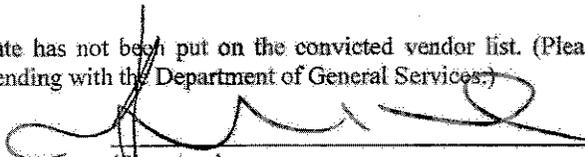
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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)
6-14-13

(Date)

STATE OF FLORIDA

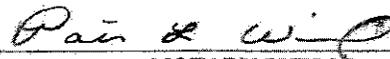
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

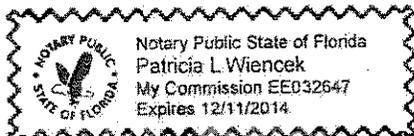
ANDREW GEORGE who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 14 day of JUNE, 2013

My commission expires:



NOTARY PUBLIC

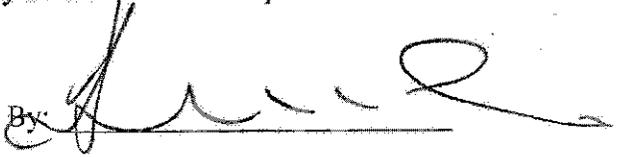


ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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.

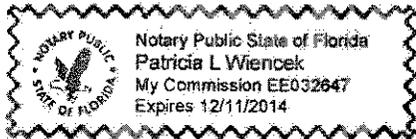
By: 

Sworn and subscribed before me this

14 day of JUNE, 2013.

Patricia L. Wiencek
NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 12-11-2014



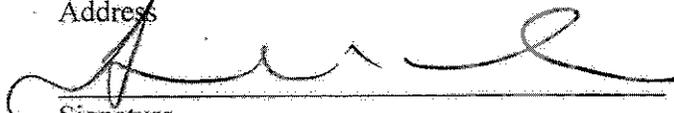
CITY OF KEY WEST INDEMNIFICATION FORM

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 "indemnities") 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 indemnities 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: ROYAL CREST BUILDERS SEAL:

11795 5TH AVE OCEAN MARATHON FL 33050
Address


Signature

ANDREW GEORGE
Print Name

PRESIDENT
Title

6-14-13
Date

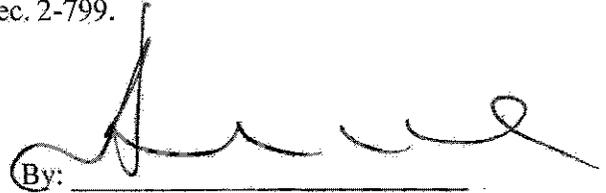


EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

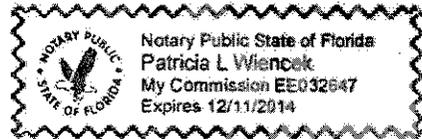
I, the undersigned hereby duly sworn, depose and say that the firm of ROYAL CREST BUILDERS provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 

Sworn and subscribed before me this

14 day of JUNE, 2013.


NOTARY PUBLIC, State of FLORIDA at Large



My Commission Expires: 12-11-14

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798
PROJECT ITB #13-003; POLICE STATION WINDOWS REPLACEMENT**

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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____ Phone: _____
 Current Local Address: _____ Fax: _____
 (P.O. Box numbers may not be used to establish status)
 Length of time at this address _____

 Signature of Authorized Representative _____ Date

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
 By _____, of _____
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced _____ as identification
 (type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

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

Certificate of Completion

THIS CERTIFIES THAT

Andrew George

Has Successfully Participated

In

PGT Industries'

PGF Product Installation

8/22/2007



Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: POLICE STATION WINDOWS REPLACEMENT
Project: ITB #13-003

BIDDER'S INFORMATION

Name: E.L.C.I. Construction Group, Inc.
Address: 626 NE 124th Street
North Miami, FL 33161

Contact Name: Fortuna M. Bichachi
Email: moises@elciconstruction.com
Telephone: 305-891-7990
Fax: 305-891-7994

Signature:  **Date:** 6/17/2013

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail 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 five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

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.

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

LUMP SUM BASE BID PRICE

\$ 261,029.00

Bid Total in Words

Two Hundred Sixty One Thousand Twenty Nine Dollars and Zero Cents

BID ALTERNATIVES

Please indicate whether the Alternate is an addition or deduction from the Base Bid

ALTERNATE 1 (Total Dollar Addition/Deduction to Base Bid)

\$ 3,150.00 (Addition)

In Words

Three Thousand One Hundred Fifty Dollars and Zero Cents

ALTERNATE 2 (Total Dollar Addition/Deduction to Base Bid)

\$ 34,061.00 (Addition)

In Words

Thirty Four Thousand Sixty One Dollars and Zero Cents

ALTERNATE 3 (Total Dollar Addition/Deduction to Base Bid)

\$ -18,742.00 (Deduction)

In Words

Negative Eighteen Thousand Seven Hundred Forty Two Dollars and Zero Cents

Unit Price To Remove Damaged Drywall and Replace with New Per Addendum #1 = \$37.50/SY

ALTERNATE 4 (Total Dollar Addition/Deduction to Base Bid)

\$ 13,723.00 (Addition)

In Words

Thirteen Thousand Seven Hundred Twenty Three Dollars and Zero Cents

BID BREAKDOWN*

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

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: TBD

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

E.L.C.I. CONSTRUCTION GROUP, INC.

ESTIMATE SUMMARY

PROJECT : KEY WEST POLICE WINDOW REPLACEMENT
 LOCATION :

BLDG AREA :
 COST PER / SF : #DIV/0! #DIV/0!
 6/19/2013
 01:01:32 PM

DIVISION	SPEC NO	DESCRIPTION	QTY	UNIT	PRICE	MATERIAL COST	UNIT PRICE	LABOR COST	UNIT PRICE	SUB CONTRACT	SUBCONTRACTOR
DIVISION 1	01000	GENERAL CONDITIONS	0	LS		13,400		27,115		0	N/A
DIVISION 2	02000	BUILDING DEMOLITION / CLEAR SITE	0	LS		0		0		0	N/A
SITEWORK	02050	SITE DEMOLITION	0	LS		0		0		0	N/A
	02200	EARTHWORK / SITE FILL	0	LS		0		0		0	N/A
	02300	SITE UTILITIES - WATER W/ EXISTING DI	0	LS		0		0		0	N/A
	02310	SITE UTILITIES - SEWER W/ EXISTING DI	0	LS		0		0		0	N/A
	02515	PAVERS	0	SF		0		0		0	N/A
	02520	ASPHALT PAVING, MARKINGS & SIGNS	0	SY		0		0		0	N/A
	02525	SIDEWALKS AND CURBING	0	LS		0		0		0	N/A
	02700	STORM / SITE DRAINAGE	0	LS		0		0		0	N/A
	02800	DUMPSTER GATES / FENCING	0	EA		0		0		0	N/A
	02820	SITE WALL (4'-0" HIGH)	0	LF		0		0		0	N/A
	02900	IRRIGATION	0	LS		0		0		0	N/A
	02910	LANDSCAPING AND SOI	0	LS		0		0		0	N/A
	02920	SOIL TREATMENT	0	SF		0		0		0	N/A
DIVISION 3	03050	LIGHTWEIGHT CONCRETE / DECK	0	LS		0		0		0	N/A
CONCRETE	03100	CONCRETE MATERIAL / FORMWORK	1	LS		0		0		0	N/A
	03200	REBAR	0	TN		0		0		0	N/A
DIVISION 4	04200	MASONRY	0	BLK		0		0		0	N/A
MASONRY	04500	PRECAST STONE	0	LF		0		0		0	N/A
DIVISION 5	05100	STRUCTURAL STEEL	0	LS		0		0		0	N/A
METALS	05200	METAL DECK	0	LS		0		0		0	N/A
	05300	METAL FABRICATIONS	0	LF		0		0		0	N/A
	05600	PREFAB. METAL TRUSSES	0	LS		0		0		0	N/A
DIVISION 6	06100	ROUGH CARPENTRY	0	LS		0		0		0	N/A
CARPENTRY	06200	FINISH CARPENTRY	35	DAYS		29,850	100	7,280		0	N/A
	06400	WOOD TRUSSES	0	LS		0		0		0	N/A
	06500	CABINERY	0	LS		0		0		0	N/A
DIVISION 7	07100	FOAM MASONRY INSULATION	0	LS		0		0		0	N/A
INSULATION	07200	SEALANTS / CALKING / FIRE CAULKING	0	LS		0		0		0	N/A
	07300	BUILT-UP ROOFING WITH 20 YEAR NDI	0	LS		0		0		0	N/A
	07400	METAL SEAM ROOFING / PANELS	0	LS		0		0		0	N/A
07600	FIREPROOFING (SPRAY-ON)	0	SF		0		0		0	N/A	
DIVISION 8	08150	HOLLOW METAL DOORS & FRAMES	0	EA		0		0		0	N/A
DOORS	08200	WOOD DOORS & FRAMES	0	EA		0		0		0	N/A
	08300	OVERHEAD DOORS	0	EA		0		0		0	N/A
WINDOWS	08320	EXTERIOR LOCKABLE HATCHES	0	EA		0		0		0	N/A
	08360	BILCO HATCH & LADDER UF	0	EA		0		0		0	N/A
	08400	AUTOMATIC DOORS	0	LS		0		0		0	N/A
	08500	STOREFRONT WINDOWS (IMPACT)	63	EA		57,333	500	31,680		0	N/A
	86650	HURRICANE SHUTTERS	0	LS		0		0		0	N/A
	08900	FINISHED HARDWARE	0	LS		0		0		0	N/A
DIVISION 9	09200	STUCCO SYSTEM & EIFS BANDS	60	DAYS	0	0	280	16,800		0	N/A
FINISHES	09250	DRYWALL / INSULATION	63	LS	100	6,300		0		0	N/A
	09300	FIBERGLASS WALL PANELS	0	LS		0		0		0	N/A
	09400	CERAMIC TILE	0	LS		0		0		0	N/A
	09500	CARPET & VB	0	LS		0		0		0	N/A
	09700	ACOUSTICAL CEILING	0	LS		0		0		0	N/A
	09720	MARLITE CEILING PANELS	0	EA		0		0		0	N/A
	09900	PAINTING / WALL COVERINGS	63	EA		0	50	3,150		0	N/A
	DIVISION 10	10200	TOILET ACCESSORIES & PARTITIONS	0	LS		0		0		0
SPECIALTIES	10300	FIRE EXTINGUISHERS	0	EA		0		0		0	N/A
	10400	S.S. CORNER GUARDS & COLUMN WRAP	0	LS		0		0		0	N/A
	10800	BATHROOM DOOR SIGNS	45	EA		0		0		0	N/A
DIVISION 11	11000	WINDOW SHADES	0	LS		0		0		0	N/A
EQUIPMENT	11900	CART NEST / BOLLARD COVERS	0	LS		0		0		0	N/A
DIVISION 14	14200	ELEVATORS	2	EA		0		0		0	N/A
CONVEYING	14500	CONVEYOR SYSTEM	0	LS		0		0		0	N/A
DIVISION 15	15300	FIRE SPRINKLERS	0	LS		0		0		0	N/A
MECHANICAL	15400	PLUMBING	0	LS		0		0		0	N/A
	15500	H.V.A.C	0	LS		0		0		0	N/A
DIVISION 16	16000	ELECTRICAL	0	LS		0		0		0	N/A
ELECTRICAL	16500	SITE LIGHTING / ELECTRICAL	0	LS		0		0		0	N/A
SUB TOTALS :						86,483		85,765		0	
REMARKS :			TOTAL MATERIAL :						92,537		
			TOTAL LABOR :						85,765		
			LABOR BURDEN :						34.00%		
			TOTAL SUBCONTRACTS :						29,160		
			TOTAL COST :						0		
			OVERHEAD :						207,462		
			PROFIT :						20,746		
			PERFORMANCE BOND & PERMITS						10.00%		
			TOTAL ESTIMATE :						22,821		
									10,000		
									\$10,441		
									\$261,029		

BIDDER

The name of the Bidder submitting this Bid is: E.L.C.I. Construction Group, Inc.

Doing business at 626 NE 124th Street

City North Miami State FL Zip 33161

Telephone No. 305-891-7990

This address is where all communications concerning this Bid 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
Fortuna M. Bichachi	President
Moises B. Bichachi	V.P.

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 18 day of JUNE, 2013.

(SEAL)

Name of Corporation

By: 

Title: President

Attest: 

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. N/A

AMOUNT \$Five Percent of Bid Amount (5%)

KNOW ALL MEN BY THESE PRESENTS, that

E.L.C.I. CONSTRUCTION GROUP, INC., hereinafter called the PRINCIPAL, and CAPITOL INDEMNITY CORPORATION, a corporation duly organized under the laws of the State of Wisconsin having its principal place of business at City of Madison in the State of Wisconsin and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter 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 presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

POLICE STATION WINDOWS REPLACEMENT said Bid, 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 labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

POLICE STATION WINDOWS REPLACEMENT

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of five (5) percent of the base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within five (5) 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 five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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 18th day of, June 20 13

E.L.G.I. CONSTRUCTION GROUP, INC.

PRINCIPAL


By

CAPITOL INDEMNITY CORPORATION

SURETY


Attorney-In-Fact - Charles J. Nielson

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60094087

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

DAVID R. HOOVER; CHARLES D. NIELSON; CHARLES J. NIELSON; JOSEPH P. NIELSON

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

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2003:

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
Richard W. Allen III
President
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION
David F. Pauly
David F. Pauly
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say that he resides in the County of Dane, State of Wisconsin that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger
Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission is Permanent

STATE OF WISCONSIN
COUNTY OF DANE

CERTIFICATE

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

Signed and sealed at the City of Middleton, State of Wisconsin this 18 day of June, 2013



Alan S. Ogilvie
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER, IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4459.

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for
Key West Police Station Window Replacement

2. This sworn statement is submitted by E.L.C.I. Construction Group, Inc.
(Name of entity submitting sworn statement)
whose business address is 626 NE 124th Street, North Miami, FL, 33161
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-1134265 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Fortuna M. Bichachi and my relationship to
(Please print name of individual signing)
the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity 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)(c), 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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)

June 18, 2013

(Date)

STATE OF

Florida

COUNTY OF

Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Forstano Dihaachi

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

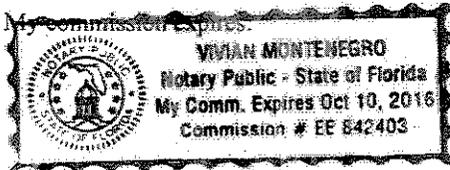
space provided above on this

18

day of

June

, 2013



NOTARY PUBLIC

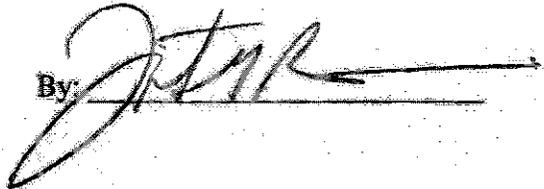
ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

STATE OF Florida)

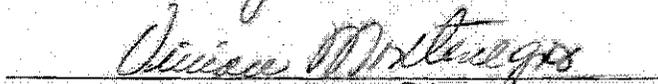
COUNTY OF Miami-Dade : SS)

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

By: 

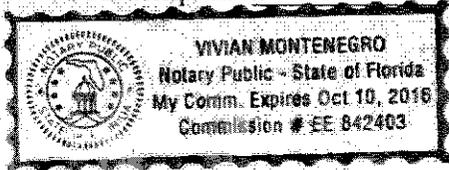
Sworn and subscribed before me this

18 day of June, 2013



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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 "indemnities") 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 indemnities 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.

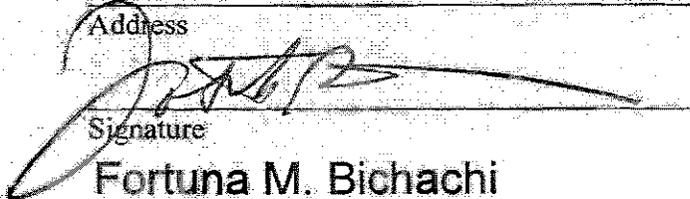
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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: E.L.C.I. Construction Group, Inc.

SEAL:

626 NE 124th Street, North Miami, FL, 33161

Address


Signature

Fortuna M. Bichachi

Print Name

President

Title

6/18/2013

Date

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

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

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

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

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

STATE OF Florida)

COUNTY OF Miami-Dade ; SS)

I, the undersigned hereby duly sworn, depose and say that the firm of E.L.C.I. 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 Ordinance Sec. 2-799.

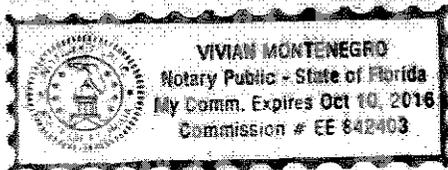
By: [Signature]

Sworn and subscribed before me this

18 day of June, 2013.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
 - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
 - (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to

employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with

the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

- a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
- a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

Current Projects

Department of the Army W912PX-12-C-0004

JIATF Interior Build Out, SCIF, Bldg. 289

Contract Amount \$1,711,678.00

Sharon Keenan 305-293-5689

NAS Key West, FL

VOA

Michael Gove 407-541-0239

Department of the Navy N69450-12-M-4334

FY12 – Paint Various Buildings NAS Key West

Contract Amount \$253,418.00

Renee Mims 305-293-2357

NAS Key West, FL

NAVFAC

2070 Lincoln Avenue

Remodel of apartments for Opa Locka Community Development Corp.

Stephanie Williams 305-687-3545

Opa Locka, FL

Contract Amount \$1,422,622.00

Design2Form

Zamarr Brown 305-308-6303

15050 Duval Street

Remodel of apartments for Opa Locka Community Development Corp.

Contract Amount \$1,658,767.00

Stephanie Williams 305-687-3545

Opa Locka, FL

Design2Form

Zamarr Brown 305-308-6303

Projects Completed

Department of the Navy N69450-12-C-4330

Mooring Eyes – Aircraft Tie Downs

Contract Amount \$178,102.00

2013

Ileana Wolski 305-293-2359

NAS Key West, FL

NAVFAC

2060 Lincoln Avenue

Remodel of apartments for Opa Locka Community Development Corp.

Contract Amount \$423,592.00

Stephanie Williams 305-687-3545

2013

Opa Locka, FL

Design2Form

Zamarr Brown 305-308-6303

Department of the Navy N69450-12-M-4317

F-5 Simulator Trainer Facility

Contract Amount \$145,911.00

2012

Ileana Wolski 305-293-2359

NAS Key West, FL

NAVFAC

Tesla Motors on Lincoln Road

Interior Buildout

Cristina Moinelo 305-494-0944

Miami Beach, FL

Contract Amount \$430,052.00

Department of Interior P11PC50975

Biscayne National Park Dive Locker Rehab

William Leady 305-242-7792

Homestead, FL

Contract Amount \$123,134.71

U.S. Coast Guard CEU HSCG82-12-C-PMV008

Hillsboro Lighthouse Repairs

Ada Hoggard 305-278-6724

Pompano, FL

Contract Amount \$236,000.00

Miami-Dade County GSA

Carol Donaldson Daycare Playground

Bann Williams 305-375-4052

Miami, FL

Contract Amount \$91,000.00

Department of the Air Force FA6648-11-C-0012

Homestead Air Reserve Base Small Arms Training Range Cleaning

Marquita Moore 786-415-7472

Homestead, FL

2012

Contract Amount \$16,900.00

Department of the Air Force FA6648-11-C-0012

Homestead Air Reserve Base Roof Repairs, Parapet, and Coping B178,B187, B360

Raquel Mingo 786-415-7403

Homestead, FL

2012

Contract Amount \$198,707.00

US Southern Command W91QEX-11-P-0093

Installation of Glass Partitions

Michael Son 305-437-1842

Doral, FL

2011

Contract Amount \$11,830.58

Department of Labor DOL1096300225

Miami Job Corps Center Solar Water Heating in Dormitories - Design/Build

Maria Pizarro 202-693-4578

Miami, FL

2011

Contract Amount \$283,278.05

Miami-Dade Housing Authority

Gwen Cherry 6 & 7 UFAS Renovation to units

POC: Jorge Zaldivar 786-469-4129

Miami, FL

2011

Contract Amount \$112,000.00

Joint Interagency Task Force South W912PX-10-C-0010

Interior Remodel at JIATFS Building

Renee Mims 305-293-5846

NAS Key West, FL

2011

Contract Amount \$215,069.44



A Woman-Owned 8(a) Certified
& HubZone Certified Company
University of North Florida - Litecrete Inc.
Science Building Roof
Lina Valdez 305-500-9373
Jacksonville, FL
2011
Contract Amount \$60,000.00

Marlins Stadium - Roberts Roofing
Marlins Stadium Sub Roof Installation
Bernardo Duran 305-885-5525
Miami, FL
2011
Contract Amount \$250,000.00

General Service Administration GS-04P-10-LC-P-0029
ADA Push Buttons at USCIS Miami District Office
Kevin Pryer 305-536-5751
Miami, FL
2011
Contract Amount \$10,800.00

Midtown Showroom Design/Build
Interior Build Out for Showroom
POC: Marcos Mizrahi - Architect 305-527-3220
Miami, FL
2010
Contract Amount \$730,000.00

Miami-Dade Housing Authority
Jolivette UFAS Renovation to units
POC: Jorge Zaldivar 786-469-4129
Miami, FL
2010
Contract Amount \$187,000.00

National Parks Service C5240100014
Resurfacing of unimproved roads for Congaree National Park
POC: Laurie Chestnut 404-507-5745
Hopkins, SC
2010
Contract Amount \$144,000

Department of Labor E-418-2
Miami Job Corps Center Water Conservation
POC: Isabel Camacho 305-620-3124
Miami, FL
2010
Contract Amount \$37,857.00

Department of Labor E-418-6
Miami Job Corps Center Window Replacement
POC: Isabel Camacho 305-620-3124
Miami, FL
2010
Contract Amount \$17,891.00

Federal Aviation Administration DTAFASO-10-P-000488
Fence Installation at EYWE BLDG, Stock Island, FL
POC: Miguel Iglesias 305-716-1773
Stock Island, FL
2010
Contract Amount \$6,427.00

Federal Aviation Administration DTFASO-10-R-00108
Construction of Access Roads/Parking area for the ILS Opa Locka, FL
POC: Miguel Iglesias 305-716-1773
Opa Locka, FL
2010
Contract Amount \$19,700.00

National Parks Service C52501000020
Solar Project to replace generators at Ranger Station Island, Adams Key, FL
POC: Ken Ginger 786-335-3638
Adams Key, FL
2010
Contract Amount \$409,823.00

National Parks Service P5250100031
Biscayne National Park Generator
POC: Ken Ginger 786-335-3638
Homestead, FL
2010
Contract Amount \$70,750.00

A Woman-Owned 8(a) Certified
& HubZone Certified Company



Naranja Lakes LLC.
Community Center for Mandarin Lakes CRA
POC: Hal Johnson 786-229-4387
Naranja, FL
2009
Contract Amount \$1,500,000.00

Miami-Dade County Public Housing Authority 146090-2010-#12
Job Order Contract for Misc. Repairs for HUD units
POC: Jorge Zaldiva 786-469-4129
Miami, FL
2009
Contract #1 Amount \$90,000.00
Contract #2 Amount \$42,950.00

Baker Concrete Construction
Miami Intermodal Center Misc. Flatwork
POC: Tony Cotter 305-884-7793
Miami, FL
2009
Contract Amount \$453,000.00

Litecrete Inc.
Riverwood Condominium Association Roof Repair
POC: Lina Valdez 305-500-9373
Miami, FL
2008
Contract Amount \$900,000.00

Miami-Dade Seaport
New Sidewalks at the Port of Miami
POC: Lokhman Kamaruddin 305-812-2666
Miami, FL
2008
Contract Amount \$135,000.00

Miami-Dade Aviation Department
MIA Heliport Roof Resurfacing
POC: Darryl Palmer 305-876-7565
Miami, FL
2007
Contract Amount \$686,000.00

A Woman-Owned 8(a) Certified
& HubZone Certified Company



Hensel Phelps

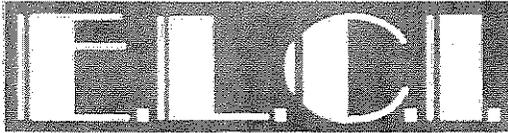
Miami International Airport Concourse J Misc. Masonry Work

POC: Brian Davis 305-871-6169

Miami, FL

2007

Contract Amount \$1,400,000.00



CONSTRUCTION GROUP, INC.

626 NE 124th Street
North Miami, FL 33161
PH: (305) 891-7990
FAX: (305) 891-7994
ESTIMATING FAX: (305) 891-7993
EMAIL: ELIAS@ELCICONSTRUCTION.COM

June 18, 2013

Re: Key West Police Station Window Replacement

To Whom It May Concern:

E.L.C.I. Construction Group, Inc. does not have any previous, or existing legal action against our company with in the past (3) three years.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fortuna', with a long horizontal stroke extending to the right.

Fortuna M. Bichachi
President

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: POLICE STATION WINDOWS REPLACEMENT
Project: ITB #13-003

BIDDER'S INFORMATION

Name: Contracting Specialists Inc SE
Address: 1600 North Powerline Road
Pompano Beach FL 33069
Contact Name: Wallace L Frigon Sr
Email: wfrigon@contractingspecialists.com
Telephone: 954 786 3223
954 786 3228
Fax:

Signature:  **Date:** 6/18/13
Don T Kearney, Vice President

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail 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 five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

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.

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

LUMP SUM BASE BID PRICE

\$299,360.00

Bid Total in Words

Two hundred ninety nine thousand three hundred sixty and 00/100 Dollars

BID ALTERNATIVES

Please indicate whether the Alternate is an addition or deduction from the Base Bid

ALTERNATE 1 (Total Dollar Addition/Deduction to Base Bid)

\$ 1,324.00 (Addition)

In Words

One thousand three hundred twenty four and 00/100 Dollars

ALTERNATE 2 (Total Dollar Addition/Deduction to Base Bid)

\$ 10,935.00 (Addition)

In Words

Ten thousand nine hundred thirty five and 00/100 Dollars

ALTERNATE 3 (Total Dollar Addition/Deduction to Base Bid)

\$23,607.00 (Addition)

In Words

Twenty three thousand six hundred seven and 00/100 Dollars

ALTERNATE 4 (Total Dollar Addition/Deduction to Base Bid)

\$ 26,730.00 (Addition)

In Words

Twenty six thousand seven hundred thirty and 00/100 Dollars

BID BREAKDOWN*

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

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: Window Removal & Installation

Name: WindReady

Address: 7539 NW 52nd Street, Miami, FL 33166

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: Contracting Specialists Inc SE

Doing business at 1600 North Powerline Road

City Pompano Beach State FL Zip 33069

Telephone No. 954 786 3223

This address is where all communications concerning this Bid 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
Abhi Tipnis	President
Don T Kearney	Vice President
Wallace L Frigon Sr	Clerk
Mark A Johnson	Treasurer

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 18th day of June, 2013.

(SEAL)

Name of Corporation _____

By: [Signature]

Title: Vice President

Attest: [Signature]

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

Signature of Bidder _____

Title _____

North American Specialty Insurance Company
Manchester, New Hampshire 03101

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Contracting Specialists, Inc. – South East
of Pompano Beach, FL as Principal and North American Specialty Insurance Company, of
Manchester, New Hampshire, as Surety, a New Hampshire corporation duly licensed to do business in the State of
Florida are held and firmly bound unto
The City of Key West, Key West, Florida as Obligee,
in the penal sum of Five Percent Of Amount Bid Dollars (\$ 5%),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

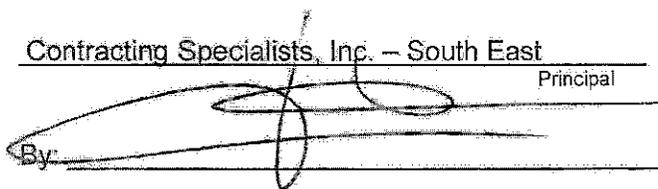
THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted, or is about
to submit, a proposal or a bid to the Obligee on a contract for Police Station Windows Replacement

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within
the period specified therefore, or, if no period be specified, within ten (10) days after the notice of such award enter
into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void,
otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the
bid of said principal and the amount for which the obligee may legally contract with another party to perform the
work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum
hereof.

PROVIDED AND SUBJECT OF THE CONDITION PRECEDENT, that any suits at law or proceedings in
equity brought or to brought against the Surety to recover any claim hereunder must be instituted and service had
upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 19th day of June, 20 13

Contracting Specialists, Inc. – South East
Principal

By: 

North American Specialty Insurance Company

By: 
Gail M Paling, Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOSEPH J. LANE, MICHELLE K. BOUCHER,

GAIL M. PALING and JUSTIN J. SILVA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



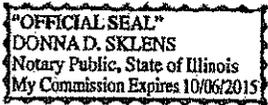
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 20th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of June, 2013.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB 13 003 for Police Station Windows Replacement

2. This sworn statement is submitted by Contracting Specialists Inc SE
(Name of entity submitting sworn statement)
whose business address is 1600 North Powerline Road
Pompano Beach FL 33069 and (if applicable) its Federal
Employer Identification Number (FEIN) is 200734329 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Don T Kearney and my relationship to
(Please print name of individual signing)
the entity named above is Vice President of the Corporation

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 entity 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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) 6/18/13

(Date)

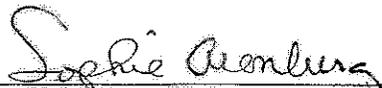
STATE OF Massachusetts
 Bristol
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Don T Kearney who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 18th day of June, 2013

My commission expires: 5 16 2019



NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") 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 indemnities 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: Contracting Specialists Inc SE

SEAL:

1600 North Powerline Road Pompano Beach FL 33069
Address


Signature

Don T Kearney
Print Name

Vice President
Title

6/18/13
Date

not applicable

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name

Phone:

Current Local Address:
(P.O Box numbers may not be used to establish status)

Fax:

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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



CONTRACTING SPECIALISTS
INCORPORATED

June 18, 2013

The Office of the Clerk
City of Key West
3126 Flagler Avenue
Key West Florida 33040

Re: Bid for Police Station Windows Replacement

Please be advised of the status of Legal actions against Contracting Specialists Inc SE (CSI SE):

- In the last three years there have been no legal actions against CSI SE
- There are no pending or existing actions against CSI SE

Sincerely,

A handwritten signature in black ink, appearing to read "Don T. Kearney", is written over a horizontal line.

Don T Kearney
Vice President

CORPORATE OFFICE

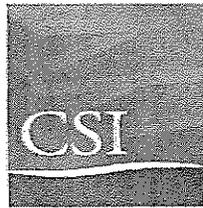
Boston, MA

REGIONAL OFFICES

Fort Lauderdale, FL

Portland, ME

Washington, DC



CONTRACTING SPECIALISTS
INCORPORATED

REFERENCES

The Perry South Beach
Miami Beach Florida
Owner: Starwood/Lefrak
Mr Mark Piekarz 512-917-2507

Palm Aire at Coral Keys
Light House Point FL
Owner: Palm Aire at Coral Keys
Mr Don Sullivan 561-347-1920

Broward County Housing Authority
Impact Window and Storefront
Deerfield FL
Owner: Broward County Housing Authority
Ms. Barbara Segal 954-739-1114

CORPORATE OFFICE

Boston, MA

REGIONAL OFFICES

Fort Lauderdale, FL

Portland, ME

Washington, DC

POLICE STATION WINDOWS REPLACEMENT
 ITB 13-003
 SCHEDULE OF VALUES

Item No.	Description	Quantity	U/M	Unit Price	Price
1	Mobilization	1.00	LS	\$ 5,000	\$ 5,000
2	Construction Permit	1.00	LS	\$ 4,215	\$ 4,215
3	General Conditions	1.00	LS	\$ 12,000	\$ 12,000
4	Removal / Installation of Windows	63.00	EA	\$ 3,540	\$ 223,020
5	Removal / Replacement Exterior Wall Finishes	63.00	EA	\$ 600	\$ 37,800
6	Removal / Replacement Interior Wall Finishes	63.00	EA	\$ 275	\$ 17,325
TOTAL BASE BID PRICE					\$ 299,360