CONTRACT DOCUMENTS FOR:



ITB #17-001

MOORING FIELD ANCHOR HEAD REPLACEMENT CITY MARINA at GARRISON BIGHT

OCTOBER 2016

CITY OF KEY WEST

MAYOR: CRAIG CATES

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

RICHARD G. PAYNE

MARGARET ROMERO

CLAYTON LOPEZ

PREPARED BY: PORT & MARINE SERVICES ITB DOCUMENTS

BIDDER'S CHECKLIST

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

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



PORT & MARINE SERVICES

201 William Street Key West, FL 33040

ADDENDUM NO. 1

MOORING FIELD ANCHOR HEAD REPLACEMENT CITY MARINA at GARRISON BIGHT ITB #17-001

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES and CLARIFICATIONS:

- All reference to "Helmken" to be denoted as "Helmken Type".
- 2. The total number of anchors to be removed and replaced has been reduced to (46) forty-six.
- In the event an existing anchor breaks during removal, new anchor to be placed directly adjacent to existing.
- 4. The existing anchors are a hollow shaft type.
- 5. It is the contractor's responsibility to safely secure vessels during replacement of their assigned mooring anchor and re-secure. It is anticipated that all (46) forty-six moorings will be occupied. All vessel relocations to be coordinated with Marina Manager.
- 6. Barge may anchor using a "spud" anchoring system.
- Underground pipeline location map attached.
- 8. Existing mooring anchor location information attached.
- 9. Mandatory Pre-Bid sign-in sheet attached.

INSTRUCTIONS to BIDDERS:

1. 5. TYPE OF BID

Add the following: The City anticipates the installation of (46) forty-six anchors and anchor heads. However the City reserves the option to add additional anchors and anchor heads, under this contract, up to the approved project budget.

2. 6.C SPECIAL BIDDING REQUIREMENTS

Add the following: City will consider similar work experience from outside the State of Florida.

3. 6.D_ATTACHMENTS

Delete the following: 7. All Required Insurance Form.

BID FORM:

New Bid Schedule attached.

SCOPE of SERVICES:

 Add the following: "New anchors to be solid core rock cutting multi-helical anchors and be installed to 2,000psi resistance".

2. Replace "Helmken Rock Cutting Helical Anchors & Heavy Duty Termination Heads" with "Helmken Type Rock Cutting Helical Anchors, 2' Plain Extensions and Heavy Duty Termination Heads". The plain extensions will be used only if/as needed.

 Add the following: "Contractor to perform (5) five pull tests in the presence of the Marina Manager. Anchor must meet the minimum 24,000lbs holding power. Cost associated with pull tests are incidental to the project".

4. In reference to "helical anchor installer certificate", remove the word "factory".

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

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

Eloy J.

Digitally signed by Eloy J. Anaya DN: cn=Eloy J. Anaya, o=Seama

Anaya

c=US Date: 2016.11.08 09:18:55 -06'09

Signature

Seamar Divers, LLC

Name of Business



PORT & MARINE SERVICES

201 William Street Key West, FL 33040

ADDENDUM NO. 2

MOORING FIELD ANCHOR HEAD REPLACEMENT CITY MARINA at GARRISON BIGHT ITB #17-001

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES and CLARIFICATIONS:

1. Plain Extension to be priced per lineal foot (LF). Remove any reference to a specified length.

BID FORM:

New Bid Schedule attached.

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

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

Eloy J.

Digitally signed by Eloy J. Anaya

Anaya, o=Seamar, Divers, LLC, ou, email=eanayarse

ardivers.com, c=US Date: 2016.11.10 Seamar Divers, LLC

Name of Business

BID SCHEDULE

BASE BID Bidder will complete the Work in accordance with the Contract Documents based on the following unit prices. Re-installation of existing mooring ground tackle is incidental to this project.								
1. Mobilizat	ion, Gen	eral Cor	nditions, Permit Fees and Demobilization					
	1	LS		\$ 10,000.00				
2. Anchor D	emolition	<u>n</u> (inclu	des all labor, equipment and disposal for a	complete product)				
	46	EA	UNIT PRICE \$_799.00 TOTAL	L \$ 36,754.00				
3. Anchor Re	eplaceme	ent (incl	udes all labor and equipment for a complet	te product)				
	46	EA	UNIT PRICE \$ 1,450.00 TOTAL	L \$ 66,700.00				
4. Anchor He	ead Repla	acemen	t (includes all labor and equipment for a co	omplete product)				
	46	EA	UNIT PRICE \$_115.00 TOTAL	L \$ 5,290.00				
5. General A	llowance		to be used with owner's written directive eseen conditions, anchors/heads and extens	sions)				
	1	LS		\$10,000.00				
TOTAL OF A	LL BAS	E BID I	TEMS LISTED ABOVE:	<u>\$</u> 118, 744.00				
			d, seven hundreds forty four Dollars & 00 in words)	Cents				
	3.	written	in words)					
ALTERNATI Alternate bid not be used in	to provid		rice per lineal foot of plain extension. Plain	extensions may or may				
1. Plain Exte	1. Plain Extension ((any length) includes all labor and equipment for a complete product)							
			LF UNIT PRIC	CE\$ 50.00/Ft.				

AND BASIS OF AWARD

NOTE: THE TOTAL BASE BID WILL BE THE BASIS OF EVALUATING LOW BIDDER

BID FORM

To:

City of Key West, Florida

Address:

3126 Flagler Avenue, Key West, Florida 33040

Project Title:

MOORING FIELD ANCHOR HEAD REPLACEMENT

CITY MARINA at GARRISON BIGHT

Project No.:

ITB #17-001

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

Company Name: Seamar Divers, LLC

Contact Name & Telephone #: _ Eloy Anaya / 305.805.6896

Email Address: eanaya@seamardivers.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents. See Supplementary Conditions for all coverage requirements.

Type of Insurance	Limits	Comments
Commercial General Liability	\$1,000,000	The proposers may
Watercraft Liability	\$1,000,000	have these coverages combined in 1 policy
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
USL&H and Jones Act Coverage	\$1,000,000	

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within sixty (60) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$200.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

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

SALES AND USE TAXES

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

UNIT PRICE WORK ITEMS

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2016

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

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

PRODUCER		CONTACT NAME: Jodi Wibel				
Fisk Marine Insurance International, LLC 8110 Breakwater Drive New Orleans LA 70124		PHONE (A/C, No. Ext):(504) 302-4400	366) 543-4619			
		E-MAIL ADDRESS:jwibel@fiskusa.com				
		INSURER(S) AFFORDING O	OVERAGE	NAIC#		
		INSURER A :American Interstate Insurance Compa		31895		
INSURED	SEAMDIV-01	INSURER B :GREAT AMERICAN INS.	22136			
Seamar Divers LLC P.O. Box 940835		INSURER C :Underwriters at Lloyd's		15792		
Miami FL 33194		INSURER D : Technology Insurance Company Inc.				
		INSURER E :	N 1073			
		INSURER F:	INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 40	E0700047 DEVIS	NON NUMBER			

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

ISR TR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs
	X COMMERCIAL GENERAL LIABILITY	Y	Y	OMH 2205761-01	7/2/2016	7/2/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
	X SRLL						PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$1,000,000
	X POLICY PRO- JECT LOC						SRLL	\$1,000,000
	AUTOMOBILE LIABILITY	Y	Y	KPP1024116-01	7/2/2016	7/2/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO		BODILY INJURY				BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS			BODILY INJURY (Per accident)	\$			
	HIRED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	PROPERTY DAMAGE (Per accident)	\$	
								\$
	UMBRELLA LIAB X OCCUR	Υ	Υ	J160682	7/2/2016	7/2/2017	EACH OCCURRENCE	\$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED X RETENTION \$25,000							s
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Υ	AVWCTX2454032015	12/9/2015	12/9/2016	X WC STATU- TORY LIMITS X OTH- ER	USL&H
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	PRIETOR/PARTNER/EXECUTIVE T/N		E.L. EACH ACCIDENT	\$1,000,000			
(Mandatory in NH) If yes, describe under		y in NH)			E.L. DISEASE - EA EMPLOYEE	\$1,000,000		
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
	MEL P&I Vessel Pollution	Y	Y	AVWCTX2454032015 OMH 2205761-01 OMH 3080496-00	12/9/2015 7/2/2016 4/6/2016	7/2/2017	P&I Limits	1,000,000 1,000,000 1,000,000

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

General Liability and Auto Liability policies include blanket additional insured and blanket waiver of subrogation as required by written contract. GL policy also contains sudden and accidental pollution, In Rem, ship repairers legal liability, primary and non-contributory endorsements, traveling workmen and other work. Workers comp policy contains USL&H, TWM&C, blanket alternate employer, blanket waiver of subrogation, voluntary compensation, OCS, GOM extension and MEL. Excess policy is follow-form over GL, Auto, Work Comp, MEL, Pollution and P&I, and contains cross liability clause, and will drop down if See Attached...

CERTIFICATE HOLDER	С	ER'	ΓIF	CA.	TΕ	HO	LDE	R
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CANCELLATION

City of Key West, Florida 3126 Flagler Avenue Key West FL 33040 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADD)

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AGENCY	CUSTOMER	D. SEAMDIV-01

LOC #: __



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

	EFFECTIVE DATE:	
CARRIER NAIC COD		
POLICY NUMBER	P.O. Box 940835 Miami FL 33194	
AGENCY Fisk Marine Insurance International, LLC	NAMED INSURED Seamar Divers LLC	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE	TO	ACORD	ORM,
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FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

primary GL is aggregated.
Project Title: MOORING FIELD ANCHOR HEAD REPLACEMENT CITY MARINA at GARRISON BIGHT Project No.: ITB #17-001

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

Seamar will mobilize personnel and equipmen	t to the City Marina of the Key West, located at 1801 N.
Roosevelt Blvd. Key West 33040.	
Seamar will execute JSA & Pre-Job meeting w	ith the City Marina Manager and he's team prior comencing
the operation: Step 1: Located using the coordinate provide by	y the City Marina. Extract the anchor and replace it with a new one.
Step 2: repeat the same procedure until comp	let <u>e all 46 anchors utilizing a Helix Anchor System.</u>
	*

SUBCONTRACTORS

The Bidder further proposes that the following sub subcontracts for the following portions of the wo	contracting firms o	or businesses will b	e awarded
Contract:	ik in the event the	it the Blader is aw	varded the
Portion of Work			_
Name			
Street	City	State	Zip
Portion of Work			
Name		1	
Street	City	State	Zip
Portion of Work			
Name			
Street	City	State	Zip
Portion of Work			
Name			
Street	City	State	Zip

If Sole Proprietor or Partnership
IN WITNESS hereto the undersigned has set his (its) hand this
20_10
Signature of Bidder Pre Si Jin Title SEAMAR
Seamar Divers LLC Seamar Divers
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this day of
(SEAL)
0
Seamar Divers, LLC Name of Corporation
By Eloy Anaya
Title President SEAMAR
Seamar Divers LLC 11379 NW 122 Street
Attest Miami, FL 33178 Secretary 205 905 6906

EXPERIENCE OF BIDDER

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

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

1. Description and location of work: Wethersfield, Conn. 50 New Moorings. Contract Amount: \$120,000.00
Date of Work: May 2015 Owner: Town of Wethersfield, Conn. Contact Person & No.: Charles Forsdick 860.563.1736
Engineer: Town of Wetherfield Engineer Person & No.: Marty Sitler 860.721.2889
2. Description and location of work: Atlantic Highlands, NJ 170 Helix Moorings Contract Amount: \$330,000.00
Date of work: March 2011 Owner: Township of Atlantic Highlands Contact Person & No.: Bill Bates HM 732.291.1670
Engineer: Atlantic Highland city engineer Engineer Person & No.: Robert D. Knotz 732.291.1670
3. Description and location of work: Norwegian Cruise Lines, Private Island, Bahamas Contract Amount: \$80,000.00
Date of work: June 2011 Owner: Norwegian Cruise Lines Contract Person & No.: Magnus Sjosvard 305.468.2277
Engineer: Norweigian Cruise Lines Engineer Person & No.: Norweigain Cruise Lines 305.468.2277
4. Description and location of work: Gloucester, Mass 70 Helix Moorings Contract Amount: \$140,000.00
Date of work: March 2014 Owner: City of Gloucester Contact Person & No.: Jim Caulkett 978.282.3013
Engineer: City of Gloucester Engineer Person & No.: Jim Caulkett 978.282.3013
5. Description and location of work: City of Wareham, Mass. 40 Helix Moorings Contract Amount: \$80,000.00
Date of work: June 2014 Owner: City of Wareham Contract Person & No.: Garry Buckminster 508.291.3100
Engineer: City of Wareham Contract Person & No.: City Engineer 508.291.3100

* * * * *

#125612567 #1000004400 #12657118711

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida
: SS
COUNTY OF Miami-Dade
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:Eloy Anaya
Sworn and subscribed before me this 14 day of Worlder 2014.
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: Adalberto J. Mendoza State of Florida My Commission Expires 07/09/2018 Commission No. FF 140283 Bonded through CNA Surety

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

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

This sworn s	atement is submitted by Seamar Divers, LLC
	(name of entity submitting sworn statement)
whose busine	ss address is 2760 W. 79th Street
	Hialeah, FL 33016
(If the entity	has no FEIN, include the Social Security Number of the individual
	has no FEIN, include the Social Security Number of the individual worn statementN/A
signing this s	worn statement N/A
signing this s	
signing this s	worn statement N/A

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

X 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.)

X 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) (date)

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Eloy Anaya	Who, after first being sworn by me, affixed his/her	
(name of individual signing)		
signature in the space provided above on this	14 day of Movember	, 2016.
My commission expires: Adalberto J. Mendoza State of Florida Wy Commission Expires 07/09/2 Commission No. FF 140283	NOTARY PUBLIC	_

Bonded through CNA Surety

Anchor Head Replacement Required Forms

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: _	Seamar Divers, LLC	SEAL:
Ā	2760 W. 79th Street - Miami, FL 33016	
Š	Signature 9	
Ē	Eloy Anaya Print Name	
Ī	President	
Ī	71 /Juli U	

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Plorida	
: SS	
I, the undersigned hereby duly sworn, depose and s	
provides benefits to domestic partners of its employ to employees' spouses, per City of Key West Code	vees on the same basis as it provides benefits
Ву:	
Sworn and subscribed before me this/ ¹	_day of
NOTARY PUBLIC, State of Florida at Large	Adalberto J. Mendoza State of Florida State of Florida My Commission Expires 07/09/2018 Commission No. FF 140283 Bonded through CNA Surety
My Commission Expires: 07/09/2016	

* * * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida
: SS
COUNTY OF Miami-Dade
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Seamar Divers, LLC
have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.
By:Eloy Anaya
Sworn and subscribed before me this
14 day of Wovember 20 16.
NOTARY PUBLIC, State of Flurida at Large Adalberto J. Mendoza
My Commission Expires: OT OS DOIN State of Florida Commission Expires 07/09/2018 Commission No. FF 140283 Bonded through CNA Surely

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

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

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

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

Business Name Seamar Divers, LLC	Phone:	305.805.6896
Current Local Address: (P.O Box numbers may not be used to establish status)	Fax:	305.805.6899
Length of time at this address		11/14/10
Signature of Authorized Representative	9 7	Date
STATE OF Florida COUNTY OF Miami-Dade		
The foregoing instrument was acknowledged before me this By Eloy Araya, of	14 day	y of 1000, 2010.
(Name of officer or agent, title of officer or agent) Na or has produced ナメ の いん (ame of corpo	oration acknowledging) dentification
(type of identification)	P. Ut)
1.00	Signature of	
Return Completed form with State of Florida State of Flor	10 '	1
Bonded through Clay out of	Title or R	ank

CITY OF KEY WEST, FLORIDA

Business Tax Receip

This Document is a business tax receipt

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955 Holder must meet all City zoning and use provisions.

CtlNbr:0020102

Business Name SEAMAR DIVERS LLC

Location Addr 11379 NW 122 ST

Lic NBR/Class 17-00024740 SERVICE - GENERAL

License Fee \$103.00

August 19, 2016 Expiration Date: September 30, 2017

Issue Date:

Add. Charges \$0.00 \$0.00

Penalty \$103.00

Comments:

COMMERCIAL DIVING SERVICES

This document must be prominently displayed.

11379 NW 122 ST SEAMAR DIVERS LLC

MIAMI FL 33178

SEAMAR DIVERS LLC

C PER number: DLFATTONAL PENBLAL \$105,00 3050005 2878 \$103,00 Type: OC Drawer:

Trans date: 8/22/16

Time.

21:31:8