



## REQUEST FOR QUOTE

### Port and Marine Services

201 William Street  
Key West, FL 33040

March 13, 2015

Port and Marine Services is requesting quotes for painting/coating of 146 steel I-beams at City Marina at Garrison Bight

#### TOTAL QUOTE AMOUNT - LUMP SUM

\$ 37,500.00

Total in Words:

THIRTY SEVEN THOUSAND FIVE HUNDRED

**The Bidder shall submit a Schedule of Values with the Bid.** The total amount to be paid the Contractor shall be the LUMP SUM Bid as adjusted for additions or deletions in number of units/ or resulting from the OWNER authorized changes in the project. The OWNER reserves the right to enter into a contract for all or portions of the project and to adjust the final LUMP SUM accordingly.

*Please fax or email quotes to Karen Olson by Friday, April 3, 2015, 4:00 P.M. at 305-293-6438 or [kolson@cityofkeywest-fl.gov](mailto:kolson@cityofkeywest-fl.gov).*

Cost of work to be all inclusive for a complete job including permit fees, warranty, and as follows:

#### Preparation

The Project will require the vendor to remove rust scale and surface rust from 146 steel I beams that are approximately 110 " h x 5"w x 8"d and prep and clean all surface area using, needle gun, wire brush, grinder to make preparation for applying protective coatings.

Surfaces should be clean, dry and in sound paint worthy condition. The surface must be free of dirt, grease, oil, salts, loose rust and loose mill scale and any other foreign contaminants.

#### Painting

Surface should be wiped down with solvent before applying protective coating. Product used shall be Sumter Enviro - Pox 949 High Build Mastic applying with brush or roller only, spraying is prohibited. Application of this product should be applied as directed by the manufacturer to achieve a 15 mil dry coating and also consider rolling and brushing may require additional coats to achieve required mil thickness.

#### Safety

Surrounding areas should be protected from paint spills and drips and precautions should be

taken to protect property belonging to the City of Key West and its lease holders from issues occurring during preparation of the steel I beams and entire time vendor is on site during the project.

Prior to bidding a site visit with Mr. David Hawthorne, Marina Supervisor (305-809-3982, [dhawthorne@cityofkeywest-fl.gov](mailto:dhawthorne@cityofkeywest-fl.gov)), is to be performed.

Questions or to arrange a site visit, please contact Karen Olson, Deputy Port and Marine Services Director at 305-809-3803 or [kolson@cityofkeywest-fl.gov](mailto:kolson@cityofkeywest-fl.gov).

#### BIDDER'S INFORMATION

Company Name: Jimmy NATH PAINTING

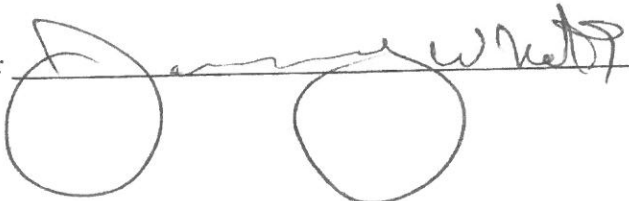
Address: 2112 Seidenberg Ave

Contact Name: Jimmy NATH

Email: Jimmy1628@ATT.net

Telephone: 305-304-2930

Fax: 305-292-4959

Signature:  Date: April 3, 2015

### Insurance Requirements:

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Contractors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$0,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractors or subcontractors general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include

copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

**Additional Information:**

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award.

The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- A valid Business Tax Receipt issued by the City of Key West.

The CITY OF KEY WEST may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its Bid, (3) if the bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any bid.

All bidders are required to submit the following:

- Bid Form
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- City of Key West Indemnification Form
- Certificate of insurance
- Domestic Partnership Affidavit
- Cone of Silence Affidavit

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

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

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
\_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement \_\_\_\_\_)
3. My name is \_\_\_\_\_  
(please print name of individual signing)  
and my relationship to the entity named above is \_\_\_\_\_
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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).

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

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

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

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

\_\_\_\_\_  
(date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

ANTI - KICKBACK AFFIDAVIT

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_\_ day of \_\_\_\_\_,  
2014.

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires:



### INDEMNIFICATION

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: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

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

**CONE OF SILENCE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 : SS  
COUNTY OF \_\_\_\_\_ )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2015.

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

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

## SHIPYARD CONDOMINIUM ASSOCIATION RULES & REGULATIONS

Please be aware that you are in a **RESIDENTIAL COMMUNITY**, not a hotel. Condominium living can be a great experience provided we are all considerate of our neighbors and follow a few common sense guidelines. Some of the rules are summarized here for your convenience. The complete Rules & Regulations take precedence and copies are available at the Association's administrative offices at 201 Front Street, Suite 103, Key West, Florida.

- There is a strict occupancy limit of two persons per unit for one bedroom units, four persons per unit for two bedroom units and six persons per unit for three bedroom units with no exceptions.
- The sidewalks, entrances and like portions of the Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; nor shall bicycles, chairs, tables or any other similar objects be stored therein. Children shall not be permitted to play on sidewalks or other Common Areas and shall be supervised by their parents at all times.
- No trash, garbage or debris shall be placed in any yard, porch or deck area. All garbage must be in plastic bags and deposited into the designated dumpster. Recycling bins are located in the enclosed dumpster area. Please do not place any trash in the recycling cans.
- Parking is limited to one parking space per unit. No large trucks, trailers, mobile homes, vans, campers or similar vehicles shall be parked on the Condominium property. Motorcycles and scooters must be parked in the parking lot and not on sidewalks or porches.
- No occupant shall make or permit any disruptive noises in or around the buildings or permit any conduct of any persons or pets that will interfere with the rights, comforts or conveniences of other residents.
- The pool-area hours are from 7AM to 9PM. Pool rules and regulations are posted at the pool.
- Outdoor cooking with charcoal grills is prohibited. Gas grills must be located in rear yards.
- No animals shall be maintained in any Unit without the Association's prior written permission. Only those that are generally recognized as house pets will be permitted. In all circumstances, such animals must be registered with the Association, including pets belonging to guests. In no event shall any animal be permitted in any portion of the Common Elements unless carried or on a leash. Owners are responsible for immediately cleaning up after their pets. No pets are permitted in the pool area.
- Bicycles are to be stored only in designated areas; bike racks, front porches or rear yards.
- No towels, clothing, linens, rugs, etc. shall be hung from balcony rails, windows or doors.

Occupants found to be violating these rules may be evicted and Unit Owners fined. Owners and occupants are encouraged to call Security 294-3995 and/or the Administrative Office 296-0556 to report apparent violations.