
PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB # 18-012 TRUMAN WATERFRONT PARK FRUIT TREE GROVE, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on **Wednesday, January 31, 2018** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB #18-012 BID FOR TRUMAN WATERFRONT PARK FRUIT TREE GROVE” addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following:

Provide labor, materials, equipment and planting to construct a fruit tree grove at the southern end of the Truman Waterfront Park as shown on “TRUMAN WATERFRONT PARK FRUIT TREE GROVE” drawings including, but not limited to, permitting, landscaping, fencing, hardscape, irrigation, maintenance and warranty.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A mandatory Pre - Bid meeting will be held on **Tuesday January 23, 2018** at 11 a.m. in Room 113 Key West City Hall 1300 White Street, Key West, Florida

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

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of

business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Jim Bouquet, Director of Engineering, at jbouquet@cityofkeywest-fl.gov.

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

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions

and surface topography at the worksite.

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

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the

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

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Cone of Silence Affidavit
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within 90 calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

17. TIME OF COMPLETION

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

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

The term of this contract will be **120** calendar days.

NOTE TO BIDDER: Use preferably BLACK ink for completing this BID form.

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: TURMAN WATERFRONT PARK FRUIT TREE GROVE
ITB 18-012

Bidder's contact person for additional information on this BID:

Company Name: Sea Tech of the Florida Keys Inc
Contact Name & Telephone #: Robin Szmansky, 305-872-0888
Email Address: robins@seatech.cc

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 for the construction of the project, that he has personally inspected the site, 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 Bid.

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 to the Owner 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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 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 \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

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.

LUMP SUM

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 lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials 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.

TRUMAN WATERFRONT PARK FRUIT TREE GROVE BASE BID:

(Including, but not limited to, permitting, landscaping, fencing, hardscape and irrigation)

LUMP SUM \$ Two Hundred Seventeen Thousand, Six Hundred Fifty and No/100--Dollars \$217,650.00
In Words

_____ Dollars & _____ Cents

ADD/DEDUCT TO PROVIDE ALTERNATE PAVING OPTION 1 (FLEXI-PAVE)

1. Furnish materials, labor, and equipment to construct a Flexi-Pave Surface in lieu of Concrete per Base Bid as included in Addendum 1.

\$ Add 8,030.00 Lump Sum

Schedule of Values

Activity ID	Description	Amount
10	Bond/Insurance	\$8,500
20	Permit	\$7,500
30	Mobilize	\$2,500
40	Temp Fence	\$5,500
50	Grading	\$11,275
60	Concrete Sidewalk	\$32,325
70	Hardscape Concrete Pads	\$4,490
80	Kiosk Sign	\$3,970
90	Tree Plaques	\$3,100
100	Trash/Recycle Containers	\$8,975
110	Benches	\$8,650
120	Irrigation System	\$16,380
130	Plant Vegetation	\$64,050
140	Year Maintenance	\$8,925
150	Fencing	\$26,610
160	Clean/Punch List	\$2,400
170	Demobilize	\$2,500
	Total	\$217,650

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

Concrete	\$36, 815
Hardscapes/Signage	\$24,695
Grading/Site Work	\$11,275

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the Contract:

Grimal Grove
Name
258 Cunningham Lane, Big Pine Key, Florida, 33043
Street City State Zip

Name
_____, _____, _____, _____
Street City State Zip

Blue Island

Name

3255 Flagler Ave, Ste 307, Key West, Florida, 33040
Street City State Zip

Name

Street City State Zip

SURETY

United States Fire Insurance Company whose address is

305 Madison Avenue, Morristown, NJ, 07960
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Sea Tech of the Florida Keys Inc doing business at

131 Palomino Horse Trail, Big Pine Key, Florida, 33043
Street City State Zip

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

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

Robin Szmansky, President

_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2018.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 30th day of January 2018.

(SEAL)

Sea Tech of the Florida Keys Inc

Name of Corporation

By _____

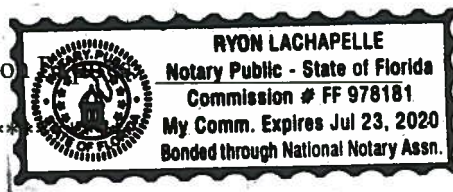
Title President

Attest _____

Sworn and subscribed before this 30th day of January, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission



[Handwritten Signature]

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

See attached Job List

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SEA TECH, INC.
PRESENT and PAST PROJECT LIST

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Project Description
Monroe County School District Paint Marathon Schools	Jeff Barrows 305-360-1424	07/01/16	06/30/18	214,795	Provide all engineering, labor & materials to strip, waterproof, and repaint two school bldgs to include removal of stucco grooves, clean all caulked joints.
FBI Istanbul, Turkey	Anna Bercaw 202-324-2666	09/27/14	05/31/18	\$464K	Design & Build office spaces to include, selective demolition, new walls, new doors, flooring, ceiling, paint, upgrade electric, HVAC, new office furniture.
Senior Center Kitchen Renovations	Ray Sanders 305-295-4337	04/06/17	04/05/18	169,393	Install Air Cooled Split A/C unit, Install stove exhaust, update electrical to accommodate kitchen equipment, relocate propane tank, install grease trap, and all associated work.
St Augustine Boardwalks	William Vazquez 305-242-7793	04/13/17	02/28/18	446,465	Repair & replace sub structure and pilings, retread deck with trex, construct all new rails . All must be ADA compliant
Demo 3 Trailers	Canal LLC	12/11/17	02/28/18	19,710	Demolish 3 trailers, load, haul and dispose of all demolition trash and debris, including capping off water, sewer, disconnect electric & permits
Monroe County BOCC Stock Island Jail HVAC	Dan Bensley 305-292-4468	07/27/16	01/31/18	1,538,612	Provide labor, supervision, materials and eqt to replace 300 ton chillers, AHU's chilled water pumps, upgrade cooling towers, including all associated work, and upgrade the building automation system in two occupied buildings.
Gordon Rd Soffits	Richard Sanders	11/08/17	12/07/17	10,085	Remove existing vinyl soffit, install painted 1/2" plywood with 1"x2" strips & stainless steel framing nails. Caulk seams, install 3" round vents every 24"
Soffitt Hardie Trim	Rami Razouk	10/23/17	11/30/17	8,424	Replace approx 254LF of soffit with Hardie Panels
Library HVAC Slab	TEM Mechanical 305-414-8290	10/25/17	11/15/17	5,530	Construct a slab to hold HVAC equipment
Demo House Post Irma	Tiki Beach LLC	10/01/17	10/31/17	11,640	Demo remaining house structure including concrete foundation to grade
Switlik Front Door Relocation	Jeff Barrows 305-360-1424	07/07/17	07/31/17	8,380	Install GFE Exterior Door and construct a concrete ADA ramp
Key West Lighthouse Ticket Counter	Ray Sanders 305-295-4337	07/01/16	06/30/17	51,289	Convert a storage room to a new customer entry and ticket desk including construct a concrete slab, install electrical, data systems, lights, new door, new ticket counter, and painting .
Higgs Beach Yoga Platform	William DeSantis 305-797-1250	05/16/17	06/30/17	8,970	Remove existing wood deck & replace with Pressure Treated 2x6 using stainless steel deck screws
Marathon High School Concrete Slab	Jeff Barrows 305-360-1424	05/02/17	06/01/17	13,920	Construct 5 concrete slabs at two schools to hold A/C units.
Monroe County BOCC Fleet Maint Office Upgrades	Ray Sanders 305-295-4337	12/02/16	02/02/17	59,651	Provide all labor, material & equipment for selective demolition, wall framing & drywall, insulation, base boards, paint, ceramic flooring, interior & exterior door replacement, install window A/C units, remove & replace light fixtures, replace roof and associated items.
Monroe County BOCC Temp Office Card Sound	Dave Tegreene 305-292-4339	10/14/16	11/14/16	42,775	Provide all labor, material, equipment & supervision for site preparation including relocating existing trees, placement of mobile temporary office trailer with water, sewer, electrical hookups, data cables and ADA access ramps.
Monroe County BOCC Temp Office Cudjoe Key	Dave Tegreene 305-292-4339	10/14/16	11/14/16	38,915	Provide all labor, material, equipment & supervision for site preparation including relocating existing trees, placement of mobile temporary office trailer with water, sewer, electrical hookups, data cables and ADA access ramps.
Monroe County BOCC Little Torch Boat Ramp Repairs	Cary Knight 305-292-4527	06/20/16	10/14/16	127,644	Provide all labor, supervision, materials, supplies, eqt & tools to install erosion control devices. Cut reinforce bars flush, pressure wash, saw cut grooves in concrete ramp. Install cofferdam and repair all concrete spalling, seal concrete cracks, replace boat dock deck planks, joists & cross bracing. Spread lime rock.

SEA TECH, INC.
PRESENT and PAST PROJECT LIST

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Project Description
Monroe County BOCC Temp Office Long Key	Cary Knight 305-292-4527	07/11/16	08/31/16	33,588	Provide all labor, material, equipment & supervision for site preparation including relocating existing trees, placement of mobile temporary office trailer with water, sewer, electrical hookups, data cables and ADA access ramps.
US Navy Slurry Seal Airfield Overruns Key West, FL	Mary Thompson 305-293-2504	08/05/15	08/30/16	\$1.02M	Survey & Design all spalls & cracks of airfield. Apply herbicide to required areas, repair spalls & cracks, slurry seal existing asphalt runway overruns, repaint chevrons. All on operating air field.
Monroe County BOCC Harvey Govt Bldg Paint Key West, FL	Dan Bensley 305-292-4468	11/03/15	05/31/16	\$89K	Clean & Paint all exterior concrete surfaces, including trim, cornices, porches ceiling, fire pump bldg, white ships ladders on roof, drive through gates & sign base. Caulk & paint. Spalling repair, install new doors.
US Navy Upgrades United St Gate NAS Key West, FL	Ileana Wolski 305-293-2359	09/03/14	04/30/16	\$531K	Design & Build to improve the functionality of the United Street Entry to include demolition, install new gates, fence, barricades, barriers, card reader, traffic controls, implementing ADA compliance.
Monroe County BOCC Bayshore Emergency Repairs Stock Island, Key West, FL	Chris Rivera 305-292-4523	11/23/15	12/04/15	\$3K	Provide all material, labor, supervision and equipment to repair screen porch, ADA railing, gutter & downspout, IT conduit cover, and touch up paint. All work performed in operating facility.
US Navy Roof Repairs Dania Bch, FL	Mary Thompson 305-293-2504	06/30/15	11/27/15	\$240K	Provide material, labor, supervision and equipment to provide a complete & effective watertight roof system on entire facility. Install a roof access ladder, repair & certify lightning protection system and reseal all windows.
US Navy Replace Two AC Sytems Key West, FL	Ileana Wolski 305-293-2359	07/31/15	11/13/15	\$62K	Provide material, labor, supervision and equipment to remove and replace two AC systems at Youth Center. All work to be performed on weekends and/or holidays.
NAVMWR D/B Jogging Trail NAS Sigbee, Key West, FL	Paul W. Stecker 901-874-6540	02/03/15	09/30/15	\$620K	Design & Build a 1/2 mile long Jogging Trail using poured in place bonded rubber, with concrete curbs and fitness stations.
US Navy Roof Replacement Key West, FL	Ileana Wolski 305-293-2359	04/24/15	09/21/15	\$160K	Provide material, labor, supervision, and equipment to replace roof including demolition of existing shingles, felt, rain gutters, flashing & drip edging. Replace existing decking as necessary, and provide all new materials for the new shingle roof and components.
Monroe County BOCC Freeman Justice Ctr, Replace Tile Key West, FL	Ann Riger 305-292-4439	03/13/15	05/13/15	\$7K	Provide material, labor, supervision and equipment to remove and replace damaged granite tiles at Freeman Justice Center. The Center was operational during the construction.
Sugarloaf Health Center Big Coppitt Key, FL	Augusto Vianna	02/03/15	05/08/15	\$23K	Design/Build and provide all labor, material, supervision to upgrade bathroom to ADA, build partitions, paint, install pocket doors, added a shower & sink, plumbing for manicure chair, tile, ceiling fans, new lighting.
US Navy Concrete Repairs Magazine NAS Key West, FL	Ileana Wolski 305-293-2359	04/15/14	04/20/15	\$283K	Design/Build concrete repairs to five magazine bldgs. All work was primed and coated with a two-coat elastomeric coating system. Repair work included cracking and spalling and exposed rebar.
US Navy Repair Arresting Gear, Runway 7 NAS Boca Chica, Key West, FL	Ileana Wolski 305-293-2359	01/16/15	03/31/15	\$54K	Provide all labor, material, supervision and equipment to saw cut and mill asphalt on both sides of the arresting gear at the approach end of Runway.
US Navy Replace Security Fence NAS Key West, FL	Ileana Wolski 305-293-2359	09/02/14	03/23/15	\$180K	Provide labor, materials, supervision and equipment for removal of existing fencing, gates and replace with new PVC coated fence at various locations
US Navy Alterations to VA PT Bldg NAS Key West, FL	Ileana Wolski 305-293-2359	08/29/14	03/07/15	\$131K	Renovate space for VA Physical Therapy area to increase capacity. Work includes demolishing walls and ceilings, relocating horns & strobes, installing new drop ceiling, installing add'l outlets, storefront doors, relocate sink, new privacy curtains and any other work to provide a usable facility

SEA TECH, INC.
PRESENT and PAST PROJECT LIST

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Project Description
US Navy A-4082 TCTS Bldg Addition NAS Key West, FL	Ileana Wolski 305-293-2359	08/28/14	03/06/15	\$145K	Design/Build to add 225 sf masonry storage room to match existing building. Includes concrete work, masonry walls, roof, doors, stucco finish, painting, HVAC, electrical, site work.
US Navy Sigsbee Exterior Siding NAS Key West, FL	Ileana Wolski 305-293-2359	09/03/14	01/11/15	\$134K	Remove & replace rotted exterior wood trim and siding, replace wood sheathing, flashing and vapor barrier on exposed walls with new. Install new siding and composite panel/trim, caulk and paint exterior of the building
Monroe County BOCC Higgs Beach Stucco Key West, FL	William DeSantis	11/13/14	12/12/14	\$10K	Provide material, equipment and labor to complete stucco repairs at two pavilions located at Higgs Beach.
US Navy Gutters & Ladder NAS Key West, FL	Ileana Wolski 305-293-2359	07/03/14	11/14/14	\$114K	Provide all labor, material, supervision and equipment necessary to replace gutters, downspouts, and fixed caged ladders on existing building.
US Navy Classroom & Bathroom Enlargement NAS Key West, FL	Ileana Wolski 305-293-2359	09/18/13	11/05/14	\$371K	Design & Build to increase the classroom size, modify restrooms and add an exterior concrete slab & electrical connections. Included demolition, site work, concrete, fence, electrical, plumbing, HVAC, fire protection, metal framing, drywall, paint, ACT, Ceramic tile, VCT tile, bathroom partitions & accessories.
US Navy Replace Security Fence NAS Key West, FL	Ileana Wolski 305-293-2359	04/11/14	10/04/14	\$179K	Provide all labor, material, supervision and equipment necessary to remove existing security fencing, gates and replace all with new PVC coated security fencing. All gates were grounded.
Monroe County BOCC Hazmat Storage Sheds Cudjoe Key & Long Key, FL	Bill Grant 305-664-2949	04/16/14	09/19/14	\$203K	Provide all labor, material, supervision and equipment necessary to remove existing canopy sheds with new metal canopy sheds in two locations. Contractor had to obtain permit from county for the work.
US Coast Guard Replace Fuel Lines NAS Key West, FL	Pedro Tirado 305-415-7088	07/03/14	08/19/14	\$12K	Provide all labor, material, supervision and equipment necessary to replace metal fuel piping system. Includes draining & disposing of residual fuel in tanks and pipes, provide new geo flex piping system.
Monroe County BOCC Bayshore Emergency Repairs Stock Island, Key West, FL	Ann Riger 305-292-4439	03/19/14	06/29/14	\$158K	Provide all labor, material, supervision and equipment necessary to demo and replace screen porches, repairs to electrical, plumbing, mechanical, suspended ceiling, fire suppression, termite treatments, painting, floor sealant, permits.
US Navy Replace Doors JIATF NAS Key West, FL	Ileana Wolski 305-293-2359	08/07/13	06/04/14	\$273K	Provide all labor, materials, supervision and equipment required to replace 21 doors that comply with SCIF requirements. Includes demo existing doors, patching and repairs to areas, specialty lock systems, electrical.
Monroe County BOCC Bayshore Emergency Repairs Stock Island, Key West, FL	Ann Riger 305-292-4439	01/24/14	02/24/14	\$17K	Provide all labor, material, supervision and equipment necessary to demo existing failed beam structure, restore existing ceiling height to original, install new ACT ceiling tiles, relocated IT, alarms, light fixtures, HVAC grills.
US Navy Lighting Replacement NAS West Palm & Hialeah, FL	Ileana Wolski 305-293-2359	06/21/13	02/16/14	\$285K	Provide labor, materials, supervision and equipment to implement energy conservation improvements to buildings in two locations. Includes replacing all exit lighting/signage with LED, upgrades and cleaning to fluorescent lighting.
Monroe County BOCC Bayshore Restroom Repairs Stock Island, Key West, FL	Ann Riger 305-292-4439	11/03/14	02/02/14	\$26K	Demo, Repair and upgrade two restrooms to ADA standards. Selective Demo, Tile floors & walls, new dura rock, add ADA accessories, upgrade plumbing and electrical.
DOD JCESE Bldg HVAC Upgrade Miami, FL	NA	04/11/12	01/24/14	\$933K	Provide labor, materials, supervision and equipment to provide renovations to an operational facility. Includes removal and installation of concrete pads, underground piping, and trees. Demo and replace chillers and chilled water system. Demo and replace air handlers, ductwork, controls, fire alarm system, and selective architectural elements needed for the upgrades.

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that SEA TECH OF THE FLORIDA KEYS, INC.

hereinafter called the PRINCIPAL, and UNITED STATES FIRE INSURANCE COMPANY

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

having its principal place of business at 305 Madison Avenue, Morristown, NJ 07960

in the State of NJ,

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

CITY OF KEY WEST, FLORIDA

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 present.

THE CONDITION OF THIS BOND IS SUCH THAT:

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

ITB # 18-012 / TRUMAN WATERFRONT PARK FRUIT TREE GROVE 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 all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

ITB 18-012 / TRUMAN WATERFRONT PARK FRUIT TREE GROVE

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 CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this 31st day of January, 2018.

PRINCIPAL SEA TECH OF THE FLORIDA KEYS, INC.

By 

STATE OF Florida)
COUNTY OF Monroe) : SS

UNITED STATES FIRE INSURANCE COMPANY

SURETY

By 
Charles J. Nielson, Atty.-In-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927402018

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



A. R. Slimowicz

Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 31 day of Jan. 20 18
UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

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

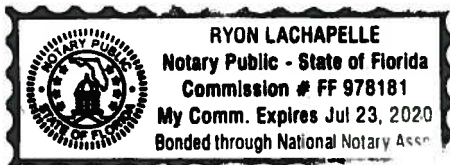
By: _____

Robin Szmansky, President

Sworn and subscribed before me this 30th day of January, 2018.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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 Bid for Truman Waterfront Park Fruit
Tree Grove

2. This sworn statement is submitted by Sea Tech of the Florida Keys Inc
(Name of entity submitting sworn statement)

whose business address is 131 Palomino Horse Trail, Big Pine Key, FL 33043

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0126213

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)

3. My name is Robin Szmansky
(Please print name of individual signing)

and my relationship to 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 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

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).

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

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

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

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

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



(Signature)

1/30/2018

(Date)

STATE OF Florida

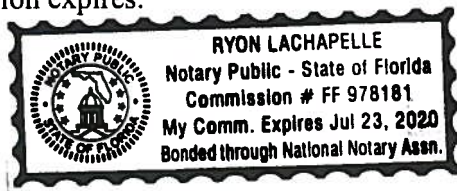
COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Robin Szmansky who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 30th day of January, 2018.

My commission expires:




NOTARY PUBLIC

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: Sea Tech of the Florida Keys Inc

SEAL:

131 Palomino Horse Trail, Big Pine Key, FL 33043

Address



Signature

Robin Szmansky

Print Name

President

Title

DATE: 1/30/2018

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
 - 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 Sea Tech of the Florida Keys Inc Phone: 305-872-0888

Current Local Address: 131 Palomino Horse Trail, Big Pine Key, FL Fax: 305-872-8898
(P.O Box numbers may not be used to establish status)

Length of time at this address: 3 1/2 years

[Signature] Date: 1/30/2018
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 30th day of January, 2018.

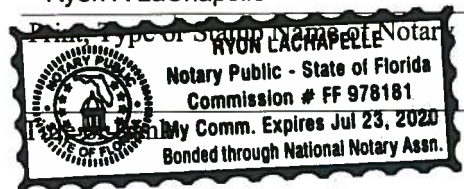
By Robin Szmansky, of Sea Tech of the Florida Keys Inc
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification Personally known as identification
(Type of identification)

[Signature]
Signature of Notary

Ryon A LaChapelle

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



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of Sea Tech of the Florida Keys 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: 

Sworn and subscribed before me this

30th Day of January, 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Sea Tech of the Florida Keys Inc 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.

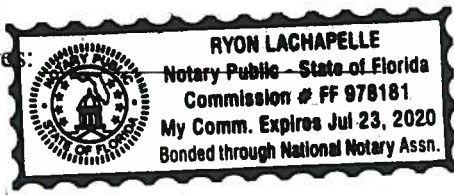
Sworn and subscribed before me this

30th Day of January, 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Bid filled in, using black ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Bid. [✓]
6. Experience record included. [✓]
7. Bid signed by authorized officer and notarized. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [✓]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2018,
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and Sea Tech of
the Florida Keys 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 ITB 18-012 TRUMAN WATERFRONT PARK FRUIT TREE GROVE, Key West, Florida to the extent of the Bid made by the Contractor, dated the 31 th day of January _____ 2018, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid 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 120 days and to accept as full payment hereunder the amounts computed 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 the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor 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 at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ Day of _____, A.D., 2018.

CITY OF KEY WEST

By _____

Title City Manager

CONTRACTOR Sea Tech of the Florida Keys Inc

By _____

Title President

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, 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 _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

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 hereto attached, with the CITY, dated _____, 2018, 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 permit form, coral relocation plan, 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 _____, 2018, 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

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, 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 _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____), 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

TRUMAN WATERFRONT PARK FRUIT TREE GROVE

attached hereto, with the CITY, dated _____, 2018, 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 permit form, coral

relocation plan, the 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 _____, 2018, 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

By: _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest



SEATE-1

OP ID: YC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2017

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

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

PRODUCER Atlantic Pacific-Key West 1010 Kennedy Dr, Suite 203 Key West, FL 33040 Rebecca N. Horan		305-294-7696		CONTACT NAME: Rebecca N. Horan	
				PHONE (A/C, No, Ext): 305-294-7696	FAX (A/C, No): 305-294-7383
				E-MAIL ADDRESS: chernandez@apins.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Maxum Indemnity Company	
				INSURER B: Travelers Insurance Co.	
				INSURER C: Continental Casualty Company	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GLP600255313	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Emp Ben. \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BA2B788033	03/01/2017	03/01/2018	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46-885792-01-03	03/01/2017	03/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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
Rebecca N. Horan



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

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**LACHAPELLE, RYON ANTHONY
SEA TECH OF THE FLORIDA KEYS, INC.
173 GALLEON LN
CUDJOE KEY FL 33042**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



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

CBC1259331

ISSUED: 08/24/2016

**CERTIFIED BUILDING CONTRACTOR
LACHAPELLE, RYON ANTHONY
SEA TECH OF THE FLORIDA KEYS, INC.**

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1608240002164

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CBC1259331	

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



**LACHAPELLE, RYON ANTHONY
SEA TECH OF THE FLORIDA KEYS, INC.
173 GALLEON LN
CUDJOE KEY FL 33042**



ISSUED 08/24/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608240002164

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 SEA TECH OF THE FLORIDA KEYS I CtlNbr:0017599
Location Addr MOBILE SERVICE - COUNTY
Lic NBR/Class 18-00021567 CONTRACTOR - CERT BUILDING
Issue Date: October 13, 2017 Expiration Date: September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

SEA TECH OF THE FLORIDA KEYS I

SEA TECH OF THE FLORIDA KEYS I
POB 420529

SUMMERLAND KEY FL 33042

Oper: KEYWAFB Type: OC Drawer: 1
Date: 10/13/17 59 Receipt no: 942

2018 21567

OR LIC OCCUPATIONAL RENEWAL
1.00

Trans number: \$325.00
CK CHECK 5240 3117203 \$325.00

Trans date: 10/13/17 Time: 16:33:19



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1 Truman Waterfront Park Fruit Tree Grove/ ITB # 18-012

This addendum is issued as supplemental information to the bid package for clarification or amending of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby addended in accordance with the following items:

New ITB Documents:

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Page(s) in the ITB Documents.

<u>Page(s)</u>	<u>Description</u>
10	Proposal Form has been revised to include an Add/Deduct price to provide Alternate Paving Option 1 (Flexi-Pave)

The following Plan Sheet(s) have been revised and are included herein for replacement of corresponding Page(s) in the ITB Documents.

<u>Sheet(s)</u>	<u>Description</u>
LF-01, LF-02, LF-03, LF-04 and LF-05	Drawings for Hardscape Paving and Furniture, to eliminate the use of gravel and provide a 4" thick ADA Accessible Concrete Sidewalk

The following Figure(s) are included herein for addition to the ITB Documents.

<u>Figure(s)</u>	<u>Description</u>
Alternate Paving Option 1	Provide ADA Accessible Flexi-Pave Surface for walkway in lieu of Concrete Sidewalk

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


Signature

Sea Tech of the Florida Keys Inc
Name of Business