

ITB #20-003
FIRE MAIN REPLACEMENT
KEY WEST HISTORIC SEAPORT

OCTOBER 28, 2019



10951 Harmony Park Drive
Unit 4
Bonita Springs, FL 34135
Ph 239-405-8877

BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **FIRE MAIN REPLACEMENT
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #20-003

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

Company Name: Marina Utilities, Inc.

Contact Name & Telephone #: Robert MacDonald 239-405-8877

Email Address: Sales@MarinaUtilities.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CERTIFICATES OF INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to

prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

| Type of Insurance | Limits | Comments |
|-------------------------------|-------------------------------------|---|
| Marine General Liability | \$2,000,000 | The proposers may have these coverages combined in 1 policy |
| Watercraft Liability | \$1,000,000 | |
| Business Automobile Liability | \$1,000,000 | |
| Workers' Compensation | Statutory | |
| Employers Liability | \$1,000,000/\$1,000,000/\$1,000,000 | |
| USL&H and Jones Act Coverage | \$1,000,000 | |

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

| | |
|--|-------------|
| Bodily Injury Each Accident | \$1,000,000 |
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit | \$1,000,000 |

The City of Key West confirms that the scope of services specified in the Contract requires work on or near a navigable waterway. Water description: City of Key West Mooring Field. Therefore the CONTRACTOR's workers' compensation policy shall be endorsed to provide the following:

- Workers Compensation/Employer Liability
USL&H Coverage (Longshore and Harbor Workers' Compensation Act) Endorsement WC 000106A
Jones Act Coverage* Endorsement WC 000201A

Note: Jones Act (Crew) coverage may be provided under the P&I policy, if Contractor is using an OWNED vessel during the course of the work.

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within ninety (90) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. None Issued, _____, _____, _____.
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby
made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all
impacts resulting from said addenda.

SALES AND USE TAXES

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

UNIT PRICE WORK ITEMS

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

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

* * * * *

SEAWALL REPAIR KEY WEST HISTORIC SEAPORT

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization / Demobilization (10% maximum)

1 LS

\$ 8,400.00

2. Permit Fees (to be paid at cost)

| | | |
|----------|-----------|--------------------|
| 1 | LS | \$ 8,500.00 |
|----------|-----------|--------------------|

3. Permit Shop Drawings (as required to obtain permit)

| | | |
|---|-----------|--------------------|
| 1 | LS | \$ 3,000.00 |
|---|-----------|--------------------|

4. Payment and Performance Bonds

| | | |
|---|----|--------------------|
| 1 | LS | \$ <u>2,000.00</u> |
|---|----|--------------------|

5. Demolition (includes all labor, equipment and disposal for a complete product)

| | | | |
|---|----|----|-----------------|
| 1 | LS | \$ | <u>8,000.00</u> |
|---|----|----|-----------------|

6. New Fire Main, Fittings and Standpipes (includes all labor and equipment for a complete product)

| | | |
|---|----|--------------|
| 1 | LS | \$ 84,000.00 |
|---|----|--------------|

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

| | | | |
|---|----|----|-----------|
| 1 | LS | \$ | 20,000.00 |
|---|----|----|-----------|

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

| | | |
|-------------------------------|----|------------|
| Total of lump sum items 1 - 7 | \$ | 133,900.00 |
|-------------------------------|----|------------|

One Hundred Thirty Three Thousand Nine Hundred Dollars & **Zero** Cents
(amount written in words)

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

[illegible]

SUBCONTRACTORS

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

NONE

Portion of Work

Name

_____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____
Street City State Zip

SURETY

Alter Surety Group whose address is
5979 NW 151st Street, Suite 202, Miami Lakes, FL, 33014
Street City State Zip
(305) 517-3793 David Satine
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Marina Utilities, Inc.
doing business
at
10951 Harmony Park Drive, Unit 4, Bonita Springs, FL, 34135
Street City State Zip
Sales@marinautilities.com
email address

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

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

| Name | Title |
|-------------------------|--------------------------|
| <u>Robert MacDonald</u> | <u>President / Owner</u> |
| <u></u> | <u></u> |
| <u></u> | <u></u> |
| <u></u> | <u></u> |

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 28th day of October 2019.

(SEAL)

Marina Utilities, Inc.
Name of Corporation

By 
Robert MacDonald

Title President

Attest 
~~Secretary~~

EXPERIENCE OF BIDDER

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

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

| | |
|---------------------------|--|
| Job Name | Seychelles Wharf Marina |
| Location | Seychelles Islands |
| Description | Installation of utilities for the marina including a standpipe system |
| Contract amount | \$785,000 |
| Dates work performed | Jan - May 2019 |
| General Contractor | Golden Marine Systems |
| GC's contact person | Mike Shanley ph 941-900-5271 |
| Engineer | Reeb Engineering and Design |
| Engineer's contact person | Martin Reeb ph 239-389-0078 |
| <hr/> | |
| Job Name | Longboat Key Club Moorings |
| Location | Longboat Key, FL |
| Description | Replaced existing standpipe systems with HDPE over the course of several years. Converted 2 of these systems wet to dry standpipe systems this year. |
| Contract amount | \$14,000 to \$24,000 per dock |
| Dates work performed | 2011, 2016 and 2018 |
| Owner | Longboat Key Club Moorings |
| Owner's contact person | Dennis Mathews ph 941-383-8383 |
| Engineer | Reeb Engineering and Design |
| Engineer's contact person | Martin Reeb ph 239-389-0078 |
| <hr/> | |
| Job Name | Ocean Harbor Marina |
| Location | Islamorada, FL |
| Description | Installation of utilities for the marina including a standpipe system |
| Contract amount | \$385,000 |
| Dates work performed | July to Oct 2018 |
| Owner | Ocean Harbor A Condominium |
| Owner's contact person | Richard Widera ph 727-403-1437 |
| Engineer | Reeb Engineering and Design |
| Engineer's contact person | Martin Reeb ph 239-389-0078 |

* * * * *

EXPERIENCE OF BIDDER (cont)

| | |
|---------------------------|--|
| Job Name | Langford Landings Marina |
| Location | Jensen Beach Florida |
| Description | Installation of water and standpipe system for marina. In addition, we have completed repairs resutling from Hurricane Irma this year. |
| Contract amount | \$134,900 |
| Dates work performed | Sept 2016 - Jan 2017 |
| Owner | Meritage Homes |
| Owner's contact person | Dante Fraiegari ph 727-514-0788 |
| Engineer | Reeb Engineering and Design |
| Engineer's contact person | Martin Reeb ph 239-389-0078 |

| | |
|---------------------------|---|
| Job Name | Faro Blanco Marina |
| Location | Marathon, FL |
| Description | Installation of utilities for the marina including a standpipe system |
| Contract amount | \$986,438 |
| Dates work performed | September 2014-April 2015 |
| Owner | SH3 Ltd |
| Owner's contact person | Chas Spottswood ph 305.294.5909 |
| Engineer | Reeb Engineering and Design |
| Engineer's contact person | Martin Reeb ph 239-389-0078 |

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that Marina Utilities, Inc.

10951 Harmony Park Drive, Bonita Springs, FL. 34135

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 07962

in the State of New Jersey,

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

City of Key West

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

Five Percent of Amount Bid DOLLARS (\$ 5% of Amount Bid) for

the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **ITB #20-003 Fire Main – Key West Historic Seaport**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #20-003

FIRE MAIN REPLACEMENT

KEY WEST HISTORIC SEAPORT

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this 30th day of October, 2019

By 
PRINCIPAL Marina Utilities, Inc.

United States Fire Insurance Company
SURETY

By 
Attorney-In-Fact
David T. Satine



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

00952429519

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:

David T. Satine, Jonathan A. Bursevich

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, 2020.

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 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 25th day of March 2019, 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 STATE OF NEW JERSEY
NO. 2163686

MY COMMISSION EXPIRES 3/25/2024

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 30th day of October 2019

UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President




ANTI-KICKBACK AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF Lee)

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: 
Robert MacDonald - President

Sworn and subscribed before me this 28th day of October 2019.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



CATHERINE MCKINLEY
Commission # GG 159717
Expires January 25, 2022
Bonded Thru Budget Notary Services

* * * * *

**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 _____
FIRE MAIN REPLACEMENT – KEY WEST HISTORIC SEAPORT

2. This sworn statement is submitted by Marina Utilities, Inc.
(name of entity submitting sworn statement)

whose business address is 10951 Harmony Park Drive, Unit 4
Bonita Springs, FL 34135

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0727997

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

3. My name is Robert MacDonald
(please print name of individual signing)

and my relationship to the entity named above is President / Owner

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

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

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

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

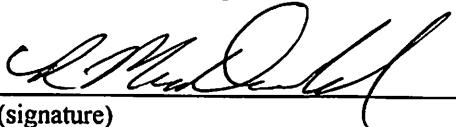
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision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

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

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

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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


(signature)

29 October 2019
(date)

STATE OF FL

COUNTY OF LEE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,


Robert MacDonald Who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 28th day of October, 2019.

My commission expires:



CATHERINE MCKINLEY
Commission # GG 159717
Expires January 25, 2022
Bonded Thru Budget Notary Services




NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "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: Marina Utilities, Inc
10951 Harmony Park Drive, Unit 4
Bonita Springs, FL 34135
Address

Signature
Robert MacDonald
Print Name
President / Ower
Title

SEAL:

DATE: 28 October 2019

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF Lee)

I, the undersigned hereby duly sworn, depose and say that the firm of _____
Marina Utilites, Inc.

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

By: _____

Robert MacDonald, President

Sworn and subscribed before me this 28th day of October 20 19.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



CATHERINE MCKINLEY
Commission # GG 159717
Expires January 25, 2022
Bonded Thru Budget Notary Services

* * * * *


CONE OF SILENCE AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF Lee)

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

By: 
Robert MacDonald, President

Sworn and subscribed before me this

28th day of October 2019.



NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____




CATHERINE MCKAILEY
Commission # GG 159717
Expires January 25, 2022
Bonded Thru Budget Notary Services

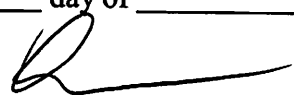
NON-COLLUSION AFFIDAVIT


STATE OF FLORIDA)
 :
SS COUNTY OF LEE)

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

By: 
Robert MacDonald, President

Sworn and subscribed before me this

28th day of October, 2019


NOTARY PUBLIC, State of Florida at Large
 CATHERINE MCKINLEY
Commission # GG 159717
Expires January 25, 2022
Bonded Thru Budget Notary Services

My Commission Expires: _____

LOCAL VENDOR CERTIFICATION

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

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

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

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

Business Name **Not Applicable** **Phone:**

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

Length of time at this address

Signature of Authorized Representative _____ Date _____

STATE OF _____
COUNTY OF _____

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

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

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

BIDDER'S CHECKLIST

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

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

* * * * *



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

MACDONALD, ROBERT

MARINA UTILITIES, INC.
10951 HARMONY PARK DRIVE
UNIT 4
BONITA SPRINGS FL 34135

LICENSE NUMBER: CFC1427833

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number **1002138**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2019 - 2020 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1002138

State License Number: CFC1427833

If state license has changed, contact our office at 239.533.6000

Location:

10951 HARMONY PARK DR
BONITA SPRINGS FL 34135

MARINA UTILITIES CFC1427833
MACDONALD ROBERT
10951 HARMONY PARK DR
BONITA SPRINGS FL 34135

Account Expires: September 30, 2020

| |
|--|
| May engage in the business of: |
| PLUMBING CONTRACTOR-CERTIFIED |
| THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY |

| | |
|-------------------------|----------------------------|
| Payment Information: | |
| PAID 526287-56-1 | 08/05/2019 09:29 AM |
| | \$50.00 |

State of Florida

Department of State

I certify from the records of this office that MARINA UTILITIES, INC. is a corporation organized under the laws of the State of Florida, filed on August 14, 2007.

The document number of this corporation is P07000091180.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 19, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of April, 2019*



Randy Bue
Secretary of State

Tracking Number: 1715445576CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P07000091180

Entity Name: MARINA UTILITIES, INC.

Current Principal Place of Business:

10951 HARMONY PARK DR
#4
BONITA SPRINGS, FL 34135

Current Mailing Address:

10951 HARMONY PARK DR
#4
BONITA SPRINGS, FL 34135 US

FEI Number: 26-0727997

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MACDONALD, ROBERT
10951 HARMONY PARK DR
#4
BONITA SPRINGS, FL 34135 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES
Name MACDONALD, ROBERT
Address 10951 HARMONY PARK DR #4
City-State-Zip: BONITA SPRINGS FL 34135

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT MACDONALD

PRESIDENT

04/19/2019

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2019

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

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

| | | |
|--|---|------------------------------------|
| PRODUCER Lykes Insurance, Inc. P.O. Box 60043 Fort Myers FL 33906-6043 | CONTACT NAME: Cheryl Nevins | |
| | PHONE (A/C, No, Ext): 239-931-3037 | FAX (A/C, No): 239-931-5604 |
| | E-MAIL ADDRESS: cnevins@lykesinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Wesco Insurance Company | 25011 |
| | INSURER B : CNA Insurance Companies | |
| | INSURER C : National Fire Ins of Hartford | 20478 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

INSURED MARIN-5
Marina Utilities, Inc.
10951 Harmony Park Dr
Bonita Springs FL 34135

COVERAGES**CERTIFICATE NUMBER:** 1306316532**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 |
|----------|---|-------------------------------------|----------|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | | ML9780722 | 1/30/2019 | 1/30/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP | | | 6057559352 | 1/30/2019 | 1/30/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000 |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | EX124508 | 1/30/2019 | 1/30/2020 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | WWC3316144 | 11/28/2018 | 11/28/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | USL & H | | | WWC3387775 | 11/28/2018 | 11/28/2019 | \$1,000,000. |

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

CFC1427833
CGC1520652
EC13007713

Longshore and Harbor Workers Compensation Act Coverage Included

CERTIFICATE HOLDER**CANCELLATION**

City of Key West
PO Box 1409
Key West FL 33041

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

AUTHORIZED REPRESENTATIVE

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