

CONTRACT DOCUMENTS FOR:



ITB #21-004

KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

DECEMBER 2020

CITY OF KEY WEST

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

GREGORY DAVILA

MARY LOU HOOVER

CLAYTON LOPEZ

PREPARED BY:
Port & Marine Services

CITY OF KEY WEST
KEY WEST, FLORIDA
CONTRACT DOCUMENTS

for

ITB#21-004
KEY WEST MOORING FIELD
INSPECTION/REPLACEMENT

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
SUPPLEMENTAL INFORMATION

CITY MARINA AT GARISON BIGHT

DECEMBER 2020

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PART 1
BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City Marina at Garrison Bight Mooring Field Inspection/Replacements, ITB # 21-004, addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, FL 33040 until 3:00 pm on December 30, 2020 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 bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **"ITB #21-004 Key West Mooring Field Inspection/Replacement"** addressed and delivered to the City Clerk at the address noted above.

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

- Inspection and reporting on conditions of 149 mooring systems every 4 months annually for a 3 year term with optional 2 year extension
- Replacement of complete rigging with City supplied rigging as needed

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to 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. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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 Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the 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

All bid bonds, contract 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 of Key West to evaluate the Bidder's qualifications.

For information concerning the proposed work, contact Mark Tait, Marina Manager, by email at: mtait@cityofkeywest-fl.com. Verbal communications per the City's "Cone of Silence Ordinance" is prohibited.

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 City of key West 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 of Key West. The City of Key West may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City of Key West.

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 Port and Marine Services Director, in writing at least **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 furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

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.

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

3. WORK SCHEDULE & CONDITIONS

The Bidder further agrees to complete each inspection within the first two (2) weeks of the month that an inspection is required. Normal Inspections will be conducted in March, July, and November of each year. However, first inspection will occur in January 2021.

4. REQUIRED QUALIFICATIONS

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 in order to bid and perform the work specified herein.

5. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work 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 into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

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, permits, fees, and similar subjects.

6. TYPE OF BID

UNIT PRICE

The Bid for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings but not included in the Bid shall be considered incidental to those set forth in the Bid. Payment to the Contractor will be made on the measurement of the actual work performed by the Contractor, as specified in the Contract Documents.

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 prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

7. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly 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 Owner 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 therefor. 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 Owner 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 shall submit with his Bid his experience record showing his experience and expertise in mooring field inspections and related work. Such experience record shall provide at least three current or recent projects (within the past 3 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.
5. Name of Owner'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:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification
7. Proof of Required Insurance

8. MODIFICATION OR WITHDRAWAL OF BID

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 Bids. 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.

9. 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.

10. AWARD OF CONTRACT

Within 120 calendar days after the opening of Bids the CITY will accept one or more of the Bids. 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.

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

11. 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.

12. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds 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 Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

13. CONTRACT BONDS (Not Applicable)

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment 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. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

14. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds 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 or furnish the required Bonds. 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.

15. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

16. 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.

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 only be allowed with approval of the City. Time allowed for completion of the work authorized is stated in Bid.

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 the Contract.

18. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

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

BID FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: MOORING FIELD INSPECTIONS/REPLACEMENTS
ITB #21-004

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

Company Name: Seamar Divers, LLC

Address: P.O. Box 940835

Contact Name & Telephone #: Eloy Anaya 305.805.6896

Email Address: seamar@seamardivers.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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
Commercial General Liability	\$1,000,000	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 further agrees to complete each inspection within the first two (2) weeks of the month that an inspection is required. Normal Inspections will be conducted in March, July, and November of each year. However, first inspection will occur in January 2021.

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 \$100 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. Weather delays will be considered.

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. 01, _____, _____, _____.
(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.

TOTAL UNIT PRICE BASE BID

<u>ITEM</u>	<u>NO. UNITS</u>	<u>UNITS</u>	<u>\$ PER UNIT</u>	<u>TOTAL FOR ONE EVENT</u>
Inspection/ Replacement of mooring system	149	ea	\$ 66.00	\$ 9,834.00

Total in Words: Nine thousand eight hundred thirty four & zero cents.

*Note: The above total price for Inspection/Replacement reflects the total cost for one inspection event and replacement of City provided full rig (excluding anchor) if necessary. The award of the contract will be based on this price (lowest/responsive bidder). However, the City will enter into a three (3) year contract for three (3) inspections per year with the lowest/responsive bidder. An increase to the unit price of the contract will be allowed on each anniversary date of the contract. Increase will be based on the average change in the U.S. Department of Commerce Consumer Price Index (CPI) for All Urban Consumers, as reported by the Bureau of Labor Statistics for the 12 months prior to the renewal date. Additional inspections may be requested at the above price due to storm or other events. The contract may be extended for two (2) year terms following the requirements set forth in the bid document.

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

Cleaning & Inspection of the 149 bouy systems

Replacement of damaged system as per customer especifications

Underwater video inspection of each system with a written report aat the end of each service.

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:

N/A

Name

Street

City

State

Zip

N/A

Name

Street

City

State

Zip

Name

Street

City

State

Zip

SURETY

N/A _____ whose address is

Street

City

State

Zip

BIDDER

The name of the Bidder submitting this Bid is

Seamar Divers, LLC _____ doing business at

P.O. Box 940835

Miami

FL

33194

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:

Eloy Anaya

President

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 16 day of December 2020.

(SEAL)

Seamar Divers, LLC

Name of Corporation

By Eloy Anaya

Title President

Attest _____
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 3 years.

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

City of Miami - Dinner Key Marina: 2016 to Present /

Contact: Patrick Monty / Phone: 305.960.5182 E-mail: pmonty@miamigov.com

Maintenance, replacement and inspection of buoys systems

City of Marathon - Boot Key Marina 2014 - to Present

Contact: Sean Connors / Phone: 305.393.3573 E-mail: cannons@marathon.fl.us

Maintenance, replacement and inspection of buoy systems

City of Key West - Garrison Bight Marina 2004 to Present

Contact: Mark Tait / Phone: 305.809.3985 E-mail: mtait@cityofkeywest-fl.gov

Maintenance, replacement and inspection of buoy systems

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that N/A

hereinafter called the PRINCIPAL, and _____

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

having its principal place of business at _____

_____ in the State of _____,

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

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS (\$ _____) 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 the KEY WEST
MOORING FIELD INSPECTION/REPLACEMENT, said Bid, by reference thereto, being
hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE
for the furnishing of 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 detailed Specifications, entitled:

KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 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 (Not required as part of this contract), 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 _____ day of _____, 20____.

PRINCIPAL

By _____

STATE OF _____)
:

SS

COUNTY OF _____)

SURETY

By

ANTI – KICKBACK AFFIDAVIT

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF Florida)
COUNTY OF Miami Dade) SS

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

By: _____

Ely Amaya

Sworn and subscribed before me this 16 day of December, 2020.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

[Signature]



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).

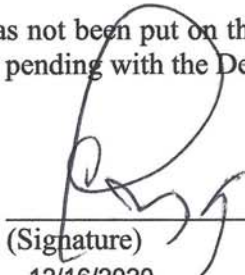
 x Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to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

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


(Signature)

12/16/2020

(Date)

STATE OF

Florida

COUNTY OF

Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Eloy Anaya
(Name of individual signing)

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

Signature in the space provided above on this 16 day of December, 20 20.

My commission expires:




NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

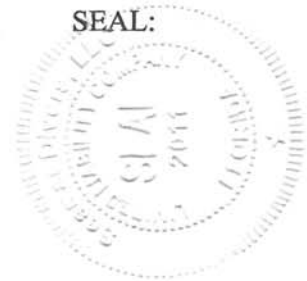
To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's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

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

CONTRACTOR: Seamar Divers, LLC
Address P.O. Box 940835 Miami, FL 33194
Signature
Eloy Anaya
Print Name
President
Title

DATE: 12/16/2020

SEAL:



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

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for 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 Seamar Divers, LLC Phone: 305.805.6896

Current Local Address: 2748 W 79th Miami, FL 33016 Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: 5 years

[Signature] Date: 12/16/2020
Signature of Authorized Representative

STATE OF Florida COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 16 day of December, 2020.

By Eloy Araya, of Seamar Divers, LLC
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification 15096911 as identification
(Type of identification)

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



[Signature]
Signature of Notary

Maida Alonso
Print, Type or Stamp Name of Notary

Notary Public
Title or Rank

MOORING FIELD INSPECTIONS/REPLACEMENTS
LOCAL VENDORS FORM

NON-COLLUSION AFFIDAVIT

STATE OF Florida)
COUNTY OF Miami Dade : SS

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: _____

Ely Anaya

Sworn and subscribed before me this

16 day of September, 2020

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 01/20/2021



CONE OF SILENCE AFFIDAVIT

ITB #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF Florida)
COUNTY OF Miami Dade) SS

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

Sworn and subscribed before me this

16 Day of December, 20 20.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 01/20/2021



PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____, 20____, by and between The City of Key West, hereinafter called the "Owner", and _____ 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 #21-004: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

to the extent of the Bid made by the Contractor, dated the ____ day of _____, 20____, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS (Not required as part of this contract), and SUMMARY OF WORK.

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 term of this contract is three (3) years with the requirement of three (3) inspections per year. The contract may be extended for two (2) year terms upon terms and conditions agreed to by both parties.

The Contractor agrees to complete the work for each four (4) month inspection (March, July, and November) within the first two (2) weeks of the month that an inspection is required and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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 \$100 per day. Sundays and legal holidays shall be included in determining days in default. Weather delays will be considered.

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

_____ Day of _____, 20_____.

CITY OF KEY WEST

By_____

Title_____

CONTRACTOR
Seamar Divers, LLC

By Eloy Anaya_____

Title President_____

LICENSE REQUIREMENT AND COST

The Bidder will also be required to 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.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project.

City of Key West Business License Tax Receipt may be found on the city website.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

PART 3

SUMMARY OF WORK

SECTION 01010

SCOPE OF WORK

The City of Key West operates the mooring field located in Man-of-War Bay, between Sigsbee Park and Fleming Key, also known locally as the Seaplane Basin. The mooring field is currently comprised of one hundred forty nine (149) mooring systems and anchors. The mooring field is intended for recreational and live-aboard vessels not greater than fifty (50) feet in length. The mooring field is managed by the City Marina Manager and the City Mooring Field Dockmaster. All inspections shall be under the supervision of the Marina Manager with a schedule submitted by the Contractor before any work commences.

To ensure functional integrity, each mooring system in the mooring field requires an inspection every four (4) months with possible additional inspections being required after named storms or other events. The schedule for inspections will be agreed upon by City and Bidder and be identified in the Contract.

Definitions

- Anchor Head - Attachment located at the top of the rock cutting screw anchor to which the shackle is attached.
- Shackle - A screw pin anchor shackle, as defined in Federal Specifications RR-C-271, which provides attachment of the mooring system components.
- Down line - The non-metal component of the subsurface portion of the mooring system and its attachments.
- Mooring System - The complete assembly at each mooring location that includes but is not limited to the anchor head, shackles down line, subsurface buoy, chain, swivels, and buoy.
- Inspection - The process of viewing, reporting, videoing and any required replacement of the mooring system attached to the anchor head. An inspection report (see attached example) and video, of all one hundred forty nine (149) mooring systems, shall be submitted to the Marina Supervisor within ten (10) calendar days of performance.

Inspection Components at a minimum:

- Thru Buoy Line 1 inch in diameter or Thru Buoy Chain
- 18 or 24 inch Float (buoy)
- 1 inch shackles
- 7/8 inch shackles
- 1 inch Swivel
- Stormsoft down line
- Safety wire attachments
- Anchor head

Inspection Requirements

The following criteria shall be used for inspection of each mooring system:

- All components of the mooring system, including but not limited to, shackles, swivels, chain, bolts and nuts, down lines, buoy and chain tube, line and thimbles, subsurface float, shall be cleaned and inspected for wear, deformation, deterioration and/or damage. The dimension of all components shall be measured with a caliper and recorded on the inspection report (see attached), noting specific conditions and noting any wear greater than twenty (25) percent.
- All lines shall be inspected for chafing and weakening.
- Numbering on all components of the mooring system shall be inspected for wear or non-adhesion and recorded on the inspection report. The numbering system used for location shall be maintained at all times during the inspection process, and no mooring system shall be relocated to a position other than as existing.
- For each inspection, the Contractor shall provide a color audio-video recording showing each rig during the inspection.
- The area surrounding the anchor head shall be inspected to determine if any obstruction is present that may damage or inhibit normal function of the mooring system. System shall also be inspected for change in angle and noted on report if angle is different than 90 degrees. Obstructions shall be noted on inspection report.
- If any portion of the rigging is beyond the percentage wear agreed to by Dock Master and Contractor (25%), Contractor shall remove complete rigging from shackle and replace with City supplied complete rigging.
- Removed rigging will be returned to the City for repairs
- All inspection reports and recordings and materials shall be delivered to:

Key West City Marina,
1801 North Roosevelt Blvd., Key West, FL 33040
Attention: Marina Supervisor.

The Marina Manager may be contacted at 305.809.3985/fax: 305.293.6477 and by e-mail at mtait@cityofkeywest-fl.gov.

- All diving activity performed during inspections shall comply with the Association of Diving Consensus Standards and any other applicable government regulations.

RECORDINGS AUDIO-VIDEO

PART 1 – GENERAL

1.1 REQUIREMENTS

- A. For each inspection, the Contractor shall provide a color audio-video recording showing each rig during the inspection, all videos shall be taken by the diver during the inspection process. The videos shall be in DVD format or .wav files on removable USB drive, indicating the date, project name, and a brief description of the location where the video was taken. The Contractor shall also provide number of mooring rig inspected.
- B. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The video portion of the recording shall produce bright sharp, and clear pictures with accurate colors and shall be free from distortion, and any other form of picture imperfection. All video recordings shall, by electronic means, display on the screen the time of day, the month, day, and year of the recording. Additionally, the mooring rig written inspection log shall include the location by time that the inspection can be seen on the video for that rig.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.1 GENERAL

- A. The following shall be included with the audio-video documentation:
 - 1. Mooring grid number in each mooring rig video segment.
 - 2. Time, date stamps.
 - 3. Videos shall be properly identified by project name.
- A. There will be no separate payment for audio-video recordings. The cost will be incidental to the contract.

PART 4

INSPECTION REPORT/DRAWINGS



Mooring System Report
To be completed for each Mooring System

Mooring Number: _____

Date: _____

Inspect for wear and damage. If none, indicate with "P." If worn or damaged, but does not need replacing indicate with "W" or "D". Indicate replacement of seizing wire with "W". Indicate replacement of mooring parts with "R". Measurements shall be in hundredths of an inch.

Anchor Head: Bolts: _____ Nuts: _____

Anchor Shackle: _____ **Cotter Pin:** _____ **Shackle Pin:** _____
Pin Measurement: _____ Shackle Measurement: _____

Lower Thimble: _____ **Thimble Measurement:** _____

Downline: _____

Sub-surface Buoy: _____

Upper Thimble: _____ **Thimble Measurement:** _____

Downline Shackle: Seizing Wire: _____ **Shackle Pin:** _____
Pin Measurement: _____ Shackle Measurement: _____

Swivel: _____ **Measurement at Bottom:** _____
Shankhead Measurement: _____ **Measurement at top:** _____

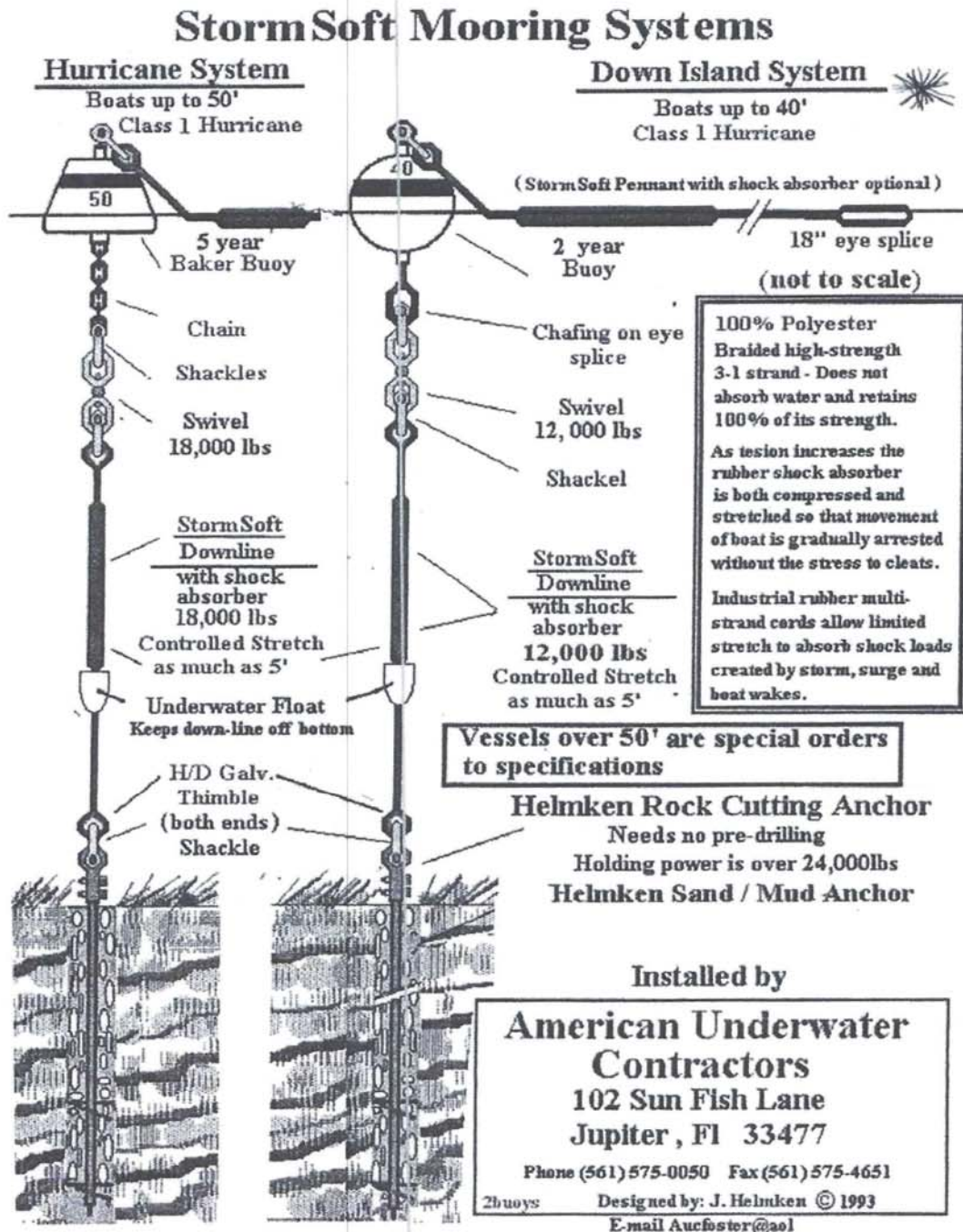
Surface Buoy: _____

Mooring Shackle: Seizing Wire: _____ **Shackle Pin:** _____
Pin Measurement: _____ Shackle Measurement: _____

Inspector Name: _____ **Signature:** _____

Contractor Name: _____ **Signature:** _____

The City uses the Down Island System







PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 1

**KEY WEST MOORING FIELD
INSPECTION / REPLACEMENT
ITB #21-004**

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

GENERAL NOTES:

1. All requests for information must be submitted in writing no later than December 21, 2020

QUESTIONS & CLARIFICATIONS:

1. Will contractor be able to work 7 days/week to inspect all 149 buoys consecutively?

The are no restrictions on workdays

2. Do we need to live within 30 miles of Key West to qualify to bid?

No

3. Must we have an address inside of the 30 miles (above) of Key west for the last year.

No

4. Must employ 50% of the staff also living within the 30 mile limit.

No

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

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

Signature

Name of Business

Seaman Drivas, LLC



PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 2

**KEY WEST MOORING FIELD
INSPECTION / REPLACEMENT
ITB #21-004**

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

CLARIFICATION:

All requests for additional information are to be submitted to Mark Tait, Marinas Manager, by email at: mtait@cityofkeywest-fl.gov

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

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

A handwritten signature in blue ink, appearing to be "Seamar", is written above a horizontal line.

Signature

Seamar Divers, LLC
Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 3

KEY WEST MOORING FIELD INSPECTION / REPLACEMENT ITB #21-004

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

GENERAL NOTES:

1. Performance and Payment Bonds are not required for this proposed contract.
2. Bid Bonds shall be for 1 year of service (3x's bid amount)

QUESTIONS & CLARIFICATIONS:

1. For items that need replaced, will we have all of the hardware on site and do this at the time of the inspections based on the criteria or done at another time?

Complete new assembled rigs will be onsite. Defective rig shall be replaced during inspection. Defective rigs shall be returned to owner

2. If replacement of hardware is needed, how is this arranged with the pending vessels that may be using the buoy at the time?

Vessels attached to defective rigs will be disconnected by contractor and reattached to replaced rig

3. Are we able to anchor in this area independent of the buoys or need to use/share the buoys with other vessels temporarily?

No, the mooring field is a no anchor zone

4. The due date of the inspections is known in the first 2 weeks of the month required but is this the allotted time for each inspection or just the deadline and can start earlier to ensure deadlines are meet?

Inspections are required every 4 months. Deadlines can be adjusted due to weather conditions

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

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Seamar Divers, LLC

Name of Business