

---

**PART 1**

**BIDDING REQUIREMENTS**

---

## INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) “**RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT**,” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on the **31<sup>st</sup> day of March 2021**, 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 #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT**” addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for concrete spalling repairs including replacement of identified tie-beams and columns per the Scope of Work and engineered drawings.

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](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

A **Mandatory pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services (Traffic Circle @ Mural), 201 William Street, Key West, Florida on **March 24, 2021 at 9:30 a.m.**

**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.**

For information concerning the proposed work please contact Karen Olson, Deputy Director, Port and Marine Services by email at [kolson@cityofkeywest-fl.gov](mailto:kolson@cityofkeywest-fl.gov). Verbal communications, per the City’s “Cone of Silence” ordinance are not allowed.

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

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

\* \* \* \* \*

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification 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

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least 6 calendar days prior to Bid opening (**March 26<sup>th</sup>**)) 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

Provide all labor and material necessary to replace 32 reinforced concrete columns and approximately 222lf of concrete reinforced tie-beams. Work also includes the following:

- Interior/ exterior restoration including stucco, concrete, cmu, priming & painting, drywall, flooring and ceiling shall be incidental to the project.
- Shoring/ reshoring of existing structure and walls shall be incidental to the project.
- All columns noted shall be full replacement, foundation to roof tie-beam.
- Contractor shall take necessary precautions to preserve mural artwork on exterior of building.
- Removal/ reattachment including but not limited to: panels, outlets, light fixtures, conduits, condensate, condensers & CCTV equipment, ect..
- Removal/ reattachment including but not limited to: supply lines, waste lines, beer lines, hose bibs, ect..
- Removal/ reattachment including but not limited to: overhead doors, walk doors, windows, air curtains, overhangs, gutter and downspouts, ect..
- Removal/ reattachment including but not limited to: equipment, furniture, games, coolers, ect...

*The intent of this Scope of Work is to describe a functionally complete project (or part thereof) to be constructed 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

Contractor shall have the ability to perform work outside of normal business ours. Noise disruption shall be minimized at entrances of businesses and seating areas, requiring some work to start and end earlier than normal. Main entrances to businesses shall be accessible at all times unless prior coordination and approval from City and Tenant.

4. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CRA. Proposers 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 Proposer 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 Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer 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 Proposal 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 Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually 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.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 11).

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 spalling repair and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old 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.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

**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. Non-Collusion Affidavit
8. 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 Proposal 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.

9. AWARD OF CONTRACT

Within 120 calendar days after the opening of Bids the CRA 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 CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

10. 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.

11. 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 and 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.

12. CONTRACT BONDS

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.

13. 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.

14. 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.

15. 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 in accordance with the provisions stated in the General Conditions. 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.

The term of this contract will be one hundred-eighty (180) calendar days.

16. WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

17. 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.

\* \* \* \* \*



**BID FORM**

To: City of Key West, Florida  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **RE-BID: 201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT**  
Project No.: ITB #21-011

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

Company Name: Sea Tech of the Florida Keys Inc.

Contact Name & Telephone #: 305-872-0888

Email Address: robins@seatech.cc

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

The Bidder further declares that he has carefully examined the Contract Documents, 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
General Liability	\$2,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$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

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 one hundred-eighty (180) 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 \$1,000.00 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. 1, 2, \_\_\_\_\_, \_\_\_\_\_. (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.

\* \* \* \* \*

**BID SCHEDULE  
RE-BID  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT**

UNIT PRICE BID

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 and Demobilization

a. Mobilization	1	each	\$ <u>68,435.00</u>	
b. Demobilization	1	each	\$ <u>27,695.00</u>	
	1	LS (10% of Construction Cost Max.)		\$ <u>96,130.00</u>

2. Payment and Performance Bonds

1	LS		\$ <u>27,500.00</u>
---	----	--	---------------------

3. Permit Fees (to be paid at cost)

1	LS		\$ <u>30,000.00</u>
---	----	--	---------------------

4. Demolition (INCIDENTAL TO ALL BID ITEMS)

1	LS	
---	----	--

5. Reinforced Structural Concrete Tie-Beams (includes all labor, equipment and disposal for a complete product)

302	CF	Unit Price \$ <u>615.00</u>	TOTAL	\$ <u>185,730.00</u>
-----	----	-----------------------------	-------	----------------------

6. Reinforced Structural Concrete Columns (includes all labor, equipment and disposal for a complete product)

740	CF	Unit Price \$ <u>525.00</u>	TOTAL	\$ <u>388,500.00</u>
-----	----	-----------------------------	-------	----------------------

7. Miscellaneous Electrical/ Mechanical Work (includes all labor, equipment and disposal for a complete product)

1	LS		\$ <u>123,735.00</u>
---	----	--	----------------------





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:

Concrete Work  
Portion of Work

Bella Construction  
Name  
35 Diamond Drive, Key West, FL, 33040  
Street City State Zip

Electrical  
Portion of Work

Check Electric  
Name  
3255 Flagler Ave, #303, Key West, FL, 33040  
Street City State Zip

\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

SURETY

United States Fire Insurance Company whose address is

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

305-722-2663 Nielson & Hoover Ass.  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Sea Tech of the Florida Keys Inc.

\_\_\_\_\_ doing business  
at

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

robins@seatech.cc  
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>Robin Szmansky</u>	<u>President</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 31 day of March 2021.



Sea Tech of the Florida Keys Inc.

\_\_\_\_\_  
Name of Corporation

By Robin Szmanshky

Title President

Attest \_\_\_\_\_  
Secretary



**SEA TECH, INC.**  
**PRESENT and PAST PROJECT LIST**

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Brief Summary of Project
Monroe County BOCC Big Pine Sheriff's House	Steven Sanders 305-295-4338	10/21/20	11/20/21	747,125	Furnish material, equipment, labor, & supervision to design and construct a new CBS 3 bedroom, 2 bath home with all interior and exterior finishes including permits. Includes demolition of existing structure, concrete columns, masonry walls, metal roof, room partitions, drywall, insulation, flooring, doors, windows, porches, plumbing, air conditioning, electrical and associated items.
Peraton Fuel Tank Replacement	Lori Dreger 703-668-3431	12/29/20	08/31/21	244,965	Furnish material, equipment, labor & supervision to replace the above ground fuel storage tank, including permits.
Peraton Corrosive Room Door Replacement	Lori Dreger 703-668-3431	12/29/20	03/31/21	31,067	Furnish material, equipment, labor & supervision to replace the battery storage rooms lintel, roof repairs, wall repairs, and hung door replacement.
City of Key West Ferry Terminal Extra Door	Karen Olson 305-809-3803	01/08/21	03/31/21	15,633	Furnish materials, equipment, perform the labor and supervision necessary to complete the removal of the double doors and install new Commercial Storefront aluminum Impact Double Doors, color TBD, 9/16" Low-E laminated Impact Glass full-view, ADA threshold, door closers, multi point keyed locks, standard commercial handles with Regent Panic Devices on both doors.
Monroe County BOCC MDCD Window Repair	Dan Bensley 305-292-4468	01/15/21	01/19/21	1,400	Furnish materials, equipment, perform the labor and supervision necessary to repair spalled concrete at the window of one jail cell.
City of Key West Ferry Terminal Countertops	Karen Olson 305-809-3803	11/17/20	12/22/20	22,517	Furnish material, equipment & perform the labor and supervision necessary to remove & replace countertops, sinks, and faucets in an operational building.
Monroe County BOCC Cudjoe Key Canopies	Steven Sanders 305-295-4338	10/01/20	11/23/20	35,315	Furnish material, equipment & perform the labor and supervision necessary to install canopies per plans to meet wind loads. Includes gutters and permits.
City of Key West Ferry Terminal Entrance Door	Karen Olson 305-809-3803	10/20/20	11/06/20	14,865	Furnish materials, equipment, perform the labor and supervision necessary to complete the removal of the double doors and install new Commercial Storefront aluminum Impact Double Doors, color TBD, 9/16" Low-E laminated Impact Glass full-view, ADA threshold, door closers, multi point keyed locks, standard commercial handles with Regent Panic Devices on both doors.
Monroe County BOCC Historic Jail Roof Replace	Steven Sanders 305-295-4338	10/12/20	11/04/20	111,525	Furnish material, equipment, labor & supervision to remove & replace the existing metal shingle roof. The building is an historic site. Included asbestos abatement, and all permits.
Park Village HOA 7th Ave Pavilion Repairs	Wade Meyer 305-432-6373	10/21/20	10/28/20	9,645	Furnish material, equipment & perform the labor and supervision necessary to reset the pavilion roof on 6x6 posts anchored to the concrete slab.
Monroe County BOCC Higgs Beach Handrail	Steven Sanders 305-295-4338	09/14/20	10/26/20	48,235	Furnish material, equipment & perform the labor and supervision necessary to remove & dispose of existing handrail. Fabricate & install approximately 220 linear feet of FDOT Type 1 and approx 30 linear feet of FDOT Type 3 Pedestrian/Bicycle aluminum railings including permits.
City of Key West KWHS William St Restroom	Karen Olson 305-809-3803	04/01/20	10/17/20	510,715	Demo existing stairs, ramp, porch decking, porch tile, handrails, & guardrails and replace with new. New gutter, windows, doors, new interior layout, lighting, plumbing, , doors, partitions, accessories & finishes. Includes permitting, painting, drywall, tile, framing.
Monroe County BOCC Card Sound Canopy	Steven Sanders 305-295-4338	08/24/20	09/30/20	28,595	Furnish material, equipment & perform the labor and supervision necessary to install canopies per plans to meet wind loads. Includes gutters and permits.
Monroe County BOCC Long Key Canopies	Steven Sanders 305-295-4338	06/12/20	09/22/20	28,135	Furnish material, equipment & perform the labor and supervision necessary to install canopies per plans to meet wind loads. Includes gutters and permits.
State of Florida, DEP Bahia Honda Crossovers	James Post 305-853-3571	12/01/19	06/30/20	143,285	Design, permit and construct four crossover ramp/steps for access to beach areas.
National Park Service Everglades Booth/ Amphitheatre	William Vazquez 305-242-7793	05/20/19	06/12/20	443,855	Provide all labor, materials, supervision and equipment required to demo existing structures and buildout a new fee booth including concrete foundation, cmu walls, trusses, door, windows, electric, lightning protection for a 216sf building with asphalt driveway. Add outdoor lights, benches, and outdoor podium with asphalt driveway for Amphitheatre.
State of Florida, DEP Bahia Honda Restrooms	James Post 305-853-3571	10/17/18	06/01/20	943,115	Provide all permits, labor, material, equipment and supervision for the site work, foundations, and installation coordination of the public bathhouse and restroom.
Monroe County BOCC Harry Harris Kiosk	Steven Sanders 305-295-4338	04/11/19	05/31/20	49,925	Provide permits, labor, materials and supervision to install a new sustainable kiosk sign including, rainwater capture, solar electric, metal roof, and site work.
Key West Historic Seaport Margaret St. Restroom	Karen Olson 305-809-3803	02/12/19	05/15/20	314,519	Provide permits, labor, materials & supervision to demo existing stair, ramp, porch roof, exterior lighting fixtures. Relocate existing light pole. Remove existing slab, plumbing fixtures, lighting fixtures, finishes and some interior walls. Add new ramp, stair, porch roof, minor landscaping, doors, lighting, new floor layout, plumbing, partitions, accessories, finishes per construction documents.
Peraton Inc Blimp Site Blockhouse Repairs	Chermerre Wells 757-594-1625	07/16/19	01/31/20	147,259	Furnish labor, material and equipment to upgrade electrical systems, fix cmu walls and paint.
Monroe County BOCC Relocate 2 Trailers	Steven Sanders 305-295-4338	08/27/19	10/30/19	39,230	Move two old trailers from one location to another. Construct new entry steps and ramps in new location.
Monroe County BOCC Patch Elevator Ceiling	Steven Sanders 305-295-4338	09/09/19	09/09/19	4,215	Furnish material, labor and equipment to patch approximately 8 SF of concrete spalling located at the ceiling of the elevator shaft.
Monroe County BOCC MCSO Headqtrs Imma Repairs	Matthew Howard 305-850-8123	04/04/19	08/18/19	507,902	Provide permits, labor and material to install drywall, insulation and paint in all walls and ceilings where it was removed, remove all floor finishes and wall base. install an HTC Super floor Polish System for the floor on 1st & 2nd floor, Install new rubber base on 1st & 2nd floors. Furnish & install casework, cabinets, sinks, replace all acoustical ceiling tile.
Monroe County BOCC Bernstein Park Fitness Ct	Cary Knight 305-292-4527	06/22/19	07/22/19	51,525	Provide permits, labor, materials & supervision to install a concrete pad, play surface, fitness court with all assoc.
FKAA FKAA Hdqtrs Office	Jolynn Reynolds 305-296-2454	06/03/19	06/30/19	10,175	Provide & install post shores to select areas of building.
Monroe County BOCC FJC Finish & Wall Repairs	Rob Tudor 305-292-4416	01/11/19	06/10/19	130,520	Provide permits, labor, materials & supervision to reinstall drywall, insulation, and paint in all walls and ceilings where it was removed, replace all crown molding, base board, door moldings and benches to match existing wood.

**SEA TECH, INC.**  
**PRESENT and PAST PROJECT LIST**

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Brief Summary of Project
State of Florida, Bahia Honda Temp Toilets	Donald Bergeron 305-872-3897	01/18/19	04/30/19	28,570	Provide labor & materials to install temporary utilities in two locations
Monroe County BOCC Install 3 Doors	Cary Knight 305-292-4527	04/03/19	04/30/19	4,935	Furnish material, labor & equipment to paint and install customer supplied doors in existing frames.
Monroe County BOCC Ruth Ivin Ctr Repairs	Steven Sanders 305-295-4338	04/10/19	04/10/19	5,745	Provide permits, labor & materials to install new awning and gutters and repair downspout
State of Florida, DEP Dagny Park Ranger Repairs	Mark Hodges 772-380-6938	06/04/18	03/18/19	56,315	Provide structural repairs to ranger residence to include permitting, install post shores, concrete repairs, sandblasting, repair structural steel, paint & clean up
Key West Historic Seaport Schooner Wharf Bathroom	Karen Olson 305-809-3803	12/07/18	03/13/19	83,371	Construct a single stall, ADA compliant unisex restroom including connection to existing utilities, demolition of concrete slab, removal & modification of breakaway panels, build a CBS structure with foundation, plumbing, bath accessories, lighting, door, frame & hardware, ventilation per construction plans
Monroe County BOCC Marathon Annex Drywall	Steven Sanders 305-295-4338	09/07/18	03/01/19	118,825	Furnish materials & labor per the drawings & specifications to provide selective replacement of drywall, vinyl baseboard, cabinets, ceiling tile, exterior light fixtures, flooring, fencing, canopy cover, flag pole, gutter & downspouts, metal awnings, doors, outlets.
FCAA FCAA Hdqtrs Office	Jolynn Reynolds 305-296-2454	09/20/18	03/01/19	40,928	Provide & install post shores to select areas of building, repair beam concrete, concrete spalling repair per plans & specs
Monroe County BOCC West Martello Wall Repair	Cary Knight 305-292-4527	02/18/19	02/19/19	7,675	Provide permits, labor & materials to repair wall cracks with mortar
Monroe County BOCC Sheriff Hangar Marathon	Matthew Howard 305-850-8123	11/07/18	01/29/19	48,855	Provide permits, labor & materials to install and finish approx 2268 sf drywall, replace metal tracking approx 120 lf, RFP panels approx 172 sf, insulation 200sf, new exterior door, kitchen cabinets, countertops, sink and faucet in an occupied building
Monroe County BOCC Old Courthouse Drywall	Steven Sanders 305-295-4338	09/20/18	10/31/18	21,715	Provide all labor & materials to install drywall & insulation in all walls & ceilings where it was removed in various spaces
Monroe County BOCC Gato Bldg Drywall	Steven Sanders 305-295-4338	09/20/18	10/31/18	14,975	Provide all labor & materials to install drywall & insulation in all walls & ceilings where it was removed in various spaces
Peraton Inc Blimp Site Gates	Chermerre Wells 757-594-1625	08/23/18	10/22/18	67,604	Provide & install new gate and fencing per drawings and specifications including electrical work, trenching
Monroe County School Board Big Pine School Sidewalks	Michael Skrodinsky 305-293-1400	08/06/18	08/31/18	27,351	Demo concrete slab, install new sidewalk with landing to include, forms, compacted fill
National Park Service Repair Boardwalk from Hurricane Irma	William Vazquez 305-242-7793	05/30/18	08/11/18	116,530	Repair and resurface the oceanside boardwalk from damage caused by Hurricane Irma. Demo damaged areas, install thru flow and stair treads to approx 250 lf.
Monroe County School Board TRMS Locker Spalling	Michael Skrodinsky 305-293-1400	06/22/18	07/22/18	4,398	Provide selective spalling repair to TRMS football locker room.
Monroe County School District Paint Marathon Schools	Jeff Barrows 305-360-1424	07/01/16	06/30/18	214,795	Provide all engineering, labor & materials to strip, waterproof, and repaint two school bldgs. to include removal of stucco grooves, clean all caulked joints.
National Park Service Repair Pavement from Hurricane Irma	William Vazquez 305-242-7793	06/20/18	06/28/18	60,480	Provide all labor, supervision, material, tools, equipment, supplies, transportation and incidental to pave the North & South Parking Lots and pave a spur road from east lot to the head of the nature trail
Monroe County BOCC Big Pine Key Library Repairs	Johnnie Young 305-292-4429	04/18/18	06/13/18	34,724	Provide & install new drywall where old drywall was removed, cut to fit & install new steel framing studs where old materials have rotted, provide all trim, wainscoting to match existing
FBI Istanbul, Turkey	Anna Bercaw 202-324-2666	09/27/14	05/31/18	\$464K	Design & Build office spaces to include, selective demolition, new walls, new doors, flooring, ceiling, paint, upgrade electric, HVAC, new office furniture.
Monroe County School Board Post Pockets/Sidewalk Repairs	Michael Skrodinsky 305-293-1400	05/11/18	05/31/18	29,216	Fill fence post pockets and repair sidewalks at two Key West schools.
Mr. & Mrs. Gordon Gordon Rd House Repairs	Robert Sheehan	02/26/18	05/15/18	97,861	Provide & install exterior repairs, selective demo, install new Hardie siding, paint, interior repairs to include insulation, drywall, baseboards, ceiling, painting, flooring, new exterior deck and stairs with landing, plus all permits
Monroe County BOCC Key West Library Fence	TEM Mechanical 305-414-8290	04/10/18	04/16/18	7,750	Provide & install wood picket fence with 6x6 posts, 2x4 framing and 1x4 pickets all painted white.
Senior Center Kitchen Renovations	Ray Sanders 305-295-4337	04/06/17	04/05/18	169,393	Install Air Cooled Split A/C unit, Install stove exhaust, update electrical to accommodate kitchen equipment, relocate propane tank, install grease trap, and all associated work.
St Augustine Boardwalks	William Vazquez 305-242-7793	04/13/17	02/28/18	446,465	Repair & replace sub structure and pilings, retread deck with trex, construct all new rails. All must be ADA compliant
Demo 3 Trailers	Canal LLC	12/11/17	02/28/18	19,710	Demolish 3 trailers, load, haul and dispose of all demolition trash and debris, including capping off water, sewer, disconnect electric & permits
Monroe County BOCC Key West Library Ceiling Repair	Steven Sanders 305-295-4338	02/19/18	02/23/18	3,325	Install approx 80sf of acoustical ceiling & repair approx 60 sf of drywall ceiling
Monroe County BOCC Stock Island Jail HVAC	Dan Bensley 305-292-4468	07/27/16	01/31/18	1,538,612	Provide labor, supervision, materials and eqt to replace 300 ton chillers, AHU's chilled water pumps, upgrade cooling towers, including all associated work, and upgrade the building automation system in two occupied buildings.
Gordon Rd Soffits	Richard Sanders	11/08/17	12/07/17	10,085	Remove existing vinyl soffit, install painted 1/2" plywood with 1"x2" strips & stainless steel framing nails. Caulk seams, install 3" round vents every 24"
Soffit Hardie Trim	Rami Razouk	10/23/17	11/30/17	8,424	Replace approx 254LF of soffit with Hardie Panels
Library HVAC Slab	TEM Mechanical 305-414-8290	10/25/17	11/15/17	5,530	Construct a slab to hold HVAC equipment
Demo House Post Irma	Tiki Beach LLC	10/01/17	10/31/17	11,640	Demo remaining house structure including concrete foundation to grade
Switlik Front Door Relocation	Jeff Barrows 305-360-1424	07/07/17	07/31/17	8,380	Install GFE Exterior Door and construct a concrete ADA ramp

**SEA TECH, INC.**  
**PRESENT and PAST PROJECT LIST**

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Brief Summary of Project
Key West Lighthouse Ticket Counter	Ray Sanders 305-295-4337	07/01/16	06/30/17	51,289	Convert a storage room to a new customer entry and ticket desk including construct a concrete slab, install electrical, data systems, lights, new door, new ticket counter, and painting.
Higgs Beach Yoga Platform	William DeSantis 305-797-1250	05/16/17	06/30/17	8,970	Remove existing wood deck & replace with Pressure Treated 2x6 using stainless steel deck screws
Marathon High School Concrete Slab	Jeff Barrows 305-360-1424	05/02/17	06/01/17	13,920	Construct 5 concrete slabs at two schools to hold A/C units.
Monroe County BOCC Fleet Maint Office Upgrades	Ray Sanders 305-295-4337	12/02/16	02/02/17	59,651	Provide all labor, material & equipment for selective demolition, wall framing & drywall, insulation, base boards, paint, ceramic flooring, interior & exterior door replacement, install window A/C units, remove & replace light fixtures, replace roof and associated items.
Monroe County BOCC Temp Office Card Sound	Dave Tegreene 305-292-4339	10/14/16	11/14/16	42,775	Provide all labor, material, equipment & supervision for site preparation including relocating existing trees, placement of mobile temporary office trailer with water, sewer, electrical hookups, data cables and ADA access ramps.
Monroe County BOCC Temp Office Cudjoe Key	Dave Tegreene 305-292-4339	10/14/16	11/14/16	38,915	Provide all labor, material, equipment & supervision for site preparation including relocating existing trees, placement of mobile temporary office trailer with water, sewer, electrical hookups, data cables and ADA access ramps.
Monroe County BOCC Little Torch Boat Ramp Repairs	Cary Knight 305-292-4527	06/20/16	10/14/16	127,644	Provide all labor, supervision, materials, supplies, eqt & tools to install erosion control devices. Cut reinforce bars flush, pressure wash, saw cut grooves in concrete ramp. Install cofferdam and repair all concrete spalling, seal concrete cracks, replace boat dock deck planks, joists & cross bracing. Spread lime rock.
Monroe County BOCC Temp Office Long Key	Cary Knight 305-292-4527	07/11/16	08/31/16	33,588	Provide all labor, material, equipment & supervision for site preparation including relocating existing trees, placement of mobile temporary office trailer with water, sewer, electrical hookups, data cables and ADA access ramps.
US Navy Slurry Seal Airfield Overruns Key West, FL	Mary Thompson 305-293-2504	08/05/15	08/30/16	\$1.02M	Survey & Design all spalls & cracks of airfield. Apply herbicide to required areas, repair spalls & cracks, slurry seal existing asphalt runway overruns, repaint chevrons. All on operating air field.
Monroe County BOCC Harvey Govt Bldg Paint Key West, FL	Dan Bensley 305-292-4468	11/03/15	05/31/16	\$89K	Clean & Paint all exterior concrete surfaces, including trim, cornices, porches ceiling, fire pump bldg., white ships ladders on roof, drive through gates & sign base. Caulk & paint. Spalling repair, install new doors.
US Navy Upgrades United St Gate NAS Key West, FL	Ileana Wolski 305-293-2359	09/03/14	04/30/16	\$531K	Design & Build to improve the functionality of the United Street Entry to include demolition, install new gates, fence, barricades, barriers, card reader, traffic controls, implementing ADA compliance.



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 #21-011**

**RE-BID**

**201 WILLIAM ST. SPALLING REPAIR**

**KEY WEST HSITORIC 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.

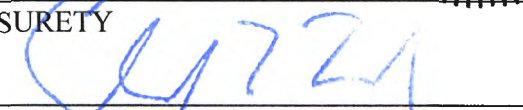
NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the 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.

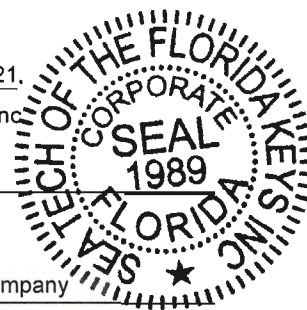
Signed and sealed this 31st day of March, 2021.

Sea Tech of the Florida Keys, Inc.

By   
PRINCIPAL

United States Fire Insurance Company

SURETY  
By   
Attorney-In-Fact Charles J. Nielson, Attorney-In-Fact



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

00927402021

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

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

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, 2022.

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 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



*Anthony R. Slimowicz*

Anthony R. Slimowicz, President

State of Pennsylvania )  
County of Philadelphia )

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

Commonwealth of Pennsylvania – Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

Tamara Watkins

(Notary Public)

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 31 day of March 20

UNITED STATES FIRE INSURANCE COMPANY

21



*Al Wright*

Al Wright, Senior Vice President



**ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Monroe )

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

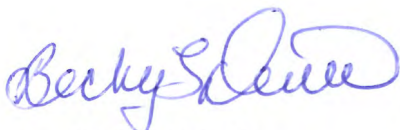
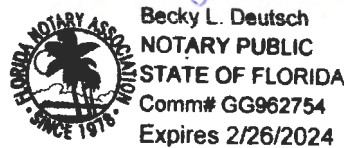
By: \_\_\_\_\_



Sworn and subscribed before me this 31 day of March 2021 .

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 02-26-2024

Becky L. Deutsch  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG962754  
Expires 2/26/2024

\* \* \* \* \*

**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 REBID 201 WILLIAM ST. SPALLING REPAIR KEY WEST HISTORIC SEAPORT

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

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

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement \_\_\_\_\_

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

and my relationship to the entity named above is President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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).

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)

03-31-21  
 \_\_\_\_\_  
 (date)

STATE OF Florida

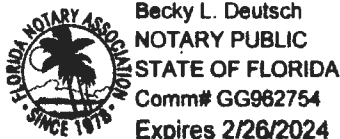
COUNTY OF Monroe

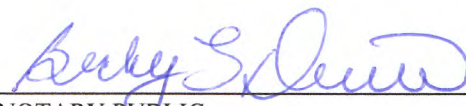
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 31 day of March, 2021.

My commission expires: 02-26-2024



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

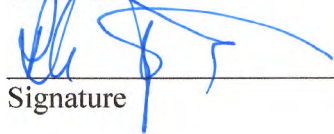
**CITY OF KEY WEST INDEMNIFICATION FORM**

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: Sea Tech of the Florida Keys, Inc.  
131 Palomino Horse Trail, Big Pine Key Florida 33043

Address



Signature

Robin Szmansky

Print Name

President

Title

DATE: 03-31-21



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Monroe )

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

**Sea Tech of the Florida Keys Inc.**

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

By: Robin Szmansky

Sworn and subscribed before me this 31 day of March 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 02-26-2024

Becky L. Deutsch  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG962754  
Expires 2/26/2024

\* \* \* \* \*

**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Monroe )

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

By: Robin Szmansky 


Sworn and subscribed before me this

31 day of March 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 02-26-2024





Becky L. Deutsch  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG962754  
Expires 2/26/2024



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

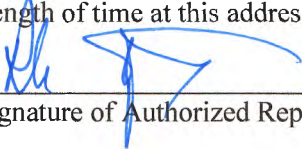
The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- 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 **Sea Tech of the Florida Keys Inc.** Phone: **305-872-0888**  
 131 Palomino Horse Trail  
 Current Local Address: **Big Pine Key Florida 33043** Fax: **305-872-8898**  
 (P.O Box numbers may not be used to establish status)

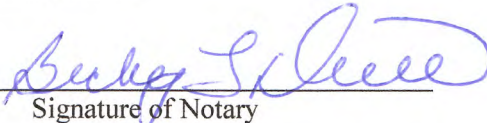
Length of time at this address **7 Years**

 03-31-21  
 Signature of Authorized Representative Date

STATE OF Florida  
 COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 31 day of March, 2021.  
 By Robin Szmansky, President, of Sea Tech of the Florida Keys Inc.  
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
 or has produced Known as identification  
 (type of identification)

 Becky L. Deutsch  
 NOTARY PUBLIC  
 STATE OF FLORIDA  
 Comm# GG962754  
 Expires 2/26/2024

  
 Signature of Notary

Return Completed form to:  
 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

\* \* \* \* \*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2021

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

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

<b>PRODUCER</b> <b>Key West Insurance</b> 1540 Cornerstone Blvd., #230 Daytona Beach, FL 32117	<b>305-294-1096</b>		<b>CONTACT NAME:</b> _____
	<b>INSURED</b> <b>Sea Tech of the FI Keys, Inc.</b> PO Box 420529 Summerland Key, FL 33042		<b>PHONE (A/C, No, Ext):</b> 305-294-1096 <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Christine.Hernandez@KeyWestInsurance.com
			<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
			<b>INSURER A:</b> Travelers Insurance Co. <b>25666</b>
			<b>INSURER B:</b> _____
			<b>INSURER C:</b> _____
			<b>INSURER D:</b> _____
			<b>INSURER E:</b> _____
			<b>INSURER F:</b> _____

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA8L470574	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**PO#093223-FT Gate 1 Door Replacement**  
Primary & non-contributory basis and waiver of subrogation in favor of City of Key West. Not subject to cancellation, nonrenewal, material change or reduction in coverage unless a minimum of thirty(30) days prior notification is given to the City of the Insurer.

<b>CERTIFICATE HOLDER</b>  City of Key West PO Box 1409 Key West, FL 33041-1409	<b>CANCELLATION</b>  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 <i>Christine G Hernandez</i>
---	--



Ron DeSantis, Governor

Halsey Beshears, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**LACHAPELLE, RYON ANTHONY**

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

**LICENSE NUMBER: CBC1259331**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://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.

**2020 / 2021  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2021**

Business Name: SEA TECH OF THE FLORIDA KEYS INC  
 Owner Name: ROBIN SZMANSKY, RYON LACHAPELLE  
 Mailing Address: QUALIFER  
 PO BOX 420529  
 SUMMERLAND KEY, FL 33042  
 Business Location: MO CTY  
 SUMMERLAND KEY, FL 33042  
 Business Phone: 305-872-0888  
 Business Type: CONTRACTOR (GENERAL & BUILDING CONTRACTOR)  
 Employees 10

STATE LICENSE: CBC1259331

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 000-19-00036254 09/14/2020 25.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2021

Business Name: SEA TECH OF THE FLORIDA KEYS INC  
 Owner Name: ROBIN SZMANSKY, RYON LACHAPELLE  
 Mailing Address: QUALIFER  
 PO BOX 420529  
 SUMMERLAND KEY, FL 33042  
 Business Location: MO CTY  
 SUMMERLAND KEY, FL 33042  
 Business Phone: 305-872-0888  
 Business Type: CONTRACTOR (GENERAL & BUILDING CONTRACTOR)  
 Employees 10

STATE LICENSE: CBC1259331

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 000-19-00036254 09/14/2020 25.00

---

---

**PART 2**

**CONTRACT FORMS**

---

---

**CONTRACT AGREEMENT**

This Contract, made and entered into \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Key West, hereinafter called the "Owner", and Sea Tech of the Florida Keys Inc., hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT**

Key West, Florida 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 BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within one hundred-eighty (180) calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

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 **\$1,000.00** per day. Sundays and legal holidays shall be included in determining days in default.

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

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

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

Type text here

**CITY OF KEY WEST**

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR**

By Sea Tech of the Florida Keys Inc.

Printed Robin Szmansky

Title President

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for Owner

\* \* \* \* \*



**FLORIDA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05 \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR (Principal), and

\_\_\_\_\_ with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 20\_\_, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney’s fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

**AND**, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**IN WITNESS WHEREOF**, the above parties bonded together have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST

**FLORIDA PAYMENT BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_ hereinafter called the CONTRACTOR, (Principal), and

\_\_\_\_\_ with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

\_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS( \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract for

**ITB #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT** attached hereto, with

the CITY, dated \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

**AND**, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

**IN WITNESS WHEREOF**, the above parties bounded together have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST

**LICENSE REQUIREMENT AND COST**

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

**CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

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

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



**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 1**

**RE-BID:  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT  
ITB #21-011**

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. Mandatory Pre-Bid sign-in sheet attached.
2. Laydown Area located in the bus parking lot located in 900 Block of Caroline Street. It shall be contained in the two bus parking spaces at the Southwest corner of lot as shown on attachment.
3. All Requests for Information must be submitted, in writing, end of business March 26, 2021.

**CLARIFICATION:**

1. Per plan there are 34 concrete columns to be replaced. 32 columns were noted incorrectly in Scope of Work.

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.

A handwritten signature in blue ink, consisting of stylized initials and a surname, is written over a horizontal line.

Signature

**Sea Tech of the Florida Keys Inc.**

Name of Business

**RE-BID**  
**201 WILLIAM ST. SPALLING REPAIR**  
**KEY WEST HISTORIC SEAPORT**  
**ITB #21-011**  
**Mandatory Pre-Bid Meeting SIGN-IN Sheet**  
**March 24, 2021**  
**9:30 AM**

NAME / COMPANY	CONTACT #	EMAIL
ONE SOURCE RESTORATION	813-380-5510	les@onesourceresto.com
DEC Contracting Group	504-782-2614	chris@deccontracting.com
SERGE MASHAKOV, ARTIBUS DESIGN	(305) 304-3512	SERGE@artibusdesign.com
Karel Dublak Check Electric LLC	305-890-3332	check@checkelectricllc.com
CHRISTIAN BRISSON PEDRO FALCON CONTRACTOR	305-872-2200	cb@pedrofalcon.com
HUP SCHROCKENGOST MARINO CONST. GROUP	704-544-1992	hup@schrockengostmarinoconstruction.com
TIM NEELY BELLA CONST.	305-796-0628	TIM@CONCRETEBELLA.COM
Marrero Construction	305-393-6319	NASAWYER1@gmail.com
Ryon LaChapelle Seatech, Inc.	305-304-8406	RYONL@SEATECH.CC
Charles Perry Gary the Carpenter	305 292 0261	GarytheCarpenter@hotmail.com
Nathaniel J. McIntyre McIntyre Construction LLC	(305) 899-9868	nathaniel@mcintyreconstructionkeywest.com
Russ Lowell Gary the Carpenter	(305) 7970251	garythecarpenter@hotmail.com
Robert Blanchard DL Porter	941-929-9400	gary@dlporter.com, robert@dlporter.com



**LAYDOWN AREA**





## **PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

### **ADDENDUM NO. 2**

**RE-BID:  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT  
ITB #21-011**

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:

#### **QUESTIONS & CLARIFICATIONS:**

1. Will the contractor be responsible to paint the entire walls from top to bottom and wall to wall to be able to match the existing paint for each repair area? Sometimes the paint has faded and we will not get a perfect match if we only paint the new concrete that was replaced. There might be a slight difference between the new paint patch and the existing walls that has been untouched

**Paint to match 12" beyond concrete patch. Straight vertical or horizontal cuts**

2. Under addendum No. 2 item #3 states "Contractor to sequence noisy activities (95 decibels or greater), within 50 feet of food consumption areas, before business hours. Late night and early morning work will be considered for certain activities." Furthermore, the city of Key West noise ordinance states "Sound levels produced from tools and equipment in commercial construction, demolition, drilling, or reasonably similar activities. However, such sound levels are limited to the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday." Based on these two conditions, will the City of Key West provide the contractor with a permit to produce noise beyond these hours restricted by the noise ordinance?

**A Sound Control Ordinance "temporary waiver" will be required for work outside of noted hours, Owner will assist in obtaining. Contractor shall submit "temporary waiver" request in writing with Bid**

3. Will the contractor be able to make noise in excess of the 95 decibels during business hours at the following areas: column 28, 29, 30, 31, 32, 33, 34, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 since they are further away than 50 feet of food consumption areas?

**It appears columns 28, 29 and 30 are within 50 feet of a food consumption area. All other columns noted are outside the 50-foot requirement**

4. The base of column 2, 3, 4 intersect the slopping handicap concrete ramp. Will the contractor have to saw cut and demo the ADA ramp slab to be able to reach and access the base of column 2, 3, and 4 as shown on detail 1 on sheet S-101?

**See Answer to Question 5**

5. The base of columns 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 intersect the interior elevated floor slab and also the exterior elevated slab for the front entrance and the loading dock slab which is approximately 42 inches above the exterior grade for The Waterfront Brewery. Will the contractor have to saw cut and demo the concrete elevated slabs to be able to reach and access the existing grade beam and foundations of these columns as shown on detail 2 on sheet S-102?

**Columns shall extend minimum 6" below the lowest existing grade or 6" into a grade beam if it is exposed. No demolition of the ramp nor loading dock slab is expected. The contractor shall protect all finished surfaces including loading dock and ramp slab from damage during demolition and installation of new concrete. Any repairs or restoration needed shall be completed in workmanlike manner, meet or exceed industry standards and at contractor's expense**

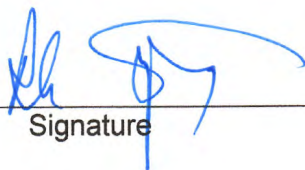
6. Column 19 is located inside the Waterfront Brewery restaurant. The slab of the restaurant is approximately 42 inches above the exterior grade which the perimeter foundation appears to be located. Is it the intent of this detail 1/S101 for the contractor to saw cut the existing restaurant floor slab and excavate until it reaches the existing grade beam/foundation located at an unknown depth below the slab or will the contractor stop the column replacement at the restaurant floor slab level?

**See Answer to Question 5**

7. If the answer of questions #6 is to reach the foundation under the slab on grade, would any as-built drawings or information be available to indicate how deep the foundation is below the restaurant floor slab?

**As-built drawings are not available at this point**

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.



Signature

**Sea Tech of the Florida Keys Inc.**  
Name of Business