
PART 1
BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB # 21-012, MOLE PIER BOAT WASH FACILITY addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:30 p.m. on **April 21, 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, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB # 21-012 MOLE PIER BOAT WASH FACILITY” addressed and delivered to the City Clerk at the address noted above.

The proposed project consists of providing all site work, materials, equipment, and labor necessary for the construction of a boat wash facility at the Navy Mole Pier. The facility consists of a double-bay concrete pad which includes a floor drain, underground electrical and plumbing, lighting, oil-water separator, two shower poles and two Hydro Blaster (or equal) pressure washers. The floor drain will first gravity flow through an oil water separator and then through nearby sanitary sewer during use or to an adjacent detention pond when not in use.

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

A **pre-bid meeting** will be held at 11:00 a.m., **March 31, 2021**, in the City Manager’s Conference Room on the second floor of the Key West City Hall, 1300 White Street, Key West, Florida

The successful bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to furnish documentation showing that they are in **compliance with the licensing** requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, bidder shall demonstrate that they hold, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

The successful Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the

City of Key West; within 10 days following the Notice of Award and must demonstrate that they hold at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certified General Contractors License issued by the State of Florida.

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

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

For information concerning the proposed work contact Ian McDowell, Assistant Engineer by email at: cimcdowell@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance, are not permitted.

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 they are in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

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

The City may also waive any minor formalities or irregularities in any bid.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

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

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

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

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

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

5. TYPE OF BID

A. LUMP SUM

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

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

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

C. SPECIAL BIDDING REQUIREMENTS

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

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

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
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 with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

- Anti-Kickback Affidavit
- Non-Collusion Affidavit
- Public Entity Crimes Form
- Indemnification Form
- Local Vendor Certification
- City of Key West Business License Tax Receipt
- Domestic Partnership Affidavit
- Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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

the tax.

8. SUBMISSION OF BIDS

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

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

Within 45 calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 90 days after the opening of Bids.

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within fourteen (14) calendar days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within fourteen (14) calendar days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. 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.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid. The term of this contract will be **90 calendar days** from the date of Notice to Proceed.

18. SCHEDULE IMPACTS THAT AFFECT THE BID

Contractor shall be required to schedule and phase all work such that authorized City and Navy staff will have continuous, uninterrupted access to the Mole Pier, boat ramp, and dockage facilities.

All work shall be accomplished between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday (excluding Federal Holidays) unless other times are specifically pre-arranged with the Project manager's representative

19. BIDDERS' QUESTIONS

Bidders shall submit in writing any and all questions regarding this Invitation to Bid to:

TO: Ian McDowell, E.I.
City of Key West – Engineering
1300 White Street
Key West, FL 33040
cimcdowell@cityofkeywest-fl.gov

Note that, in compliance with City Ordinance 2-773 "Cone of Silence," bidders' questions will be responded to by issuance of publicly available Addenda as required. All such questions must be received by the City **in writing, no later than 5:00 PM, April 7, 2021.**

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **ITB # 21-012, MOLE PIER BOAT WASH FACILITY**

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

Company Name: Sea Tech of the Florida Keys Inc.

Contact Name & Telephone #: Robin Szmansky 305-872-0888

Email Address: robins@seatech.cc

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees complete the project, in all respects within 90 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 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.

LUMP SUM

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Bid Form ITB 21-012

City of Key West Project #: OM19001601

MOLE PIER BOAT WASH FACILITY

BASE BID:

Boat wash facility

\$ 652,265.00

Six Hundred Fifty-two Thousand, Two Hundred Sixty-five and No/100---Dollars

Amount written in words

BID ALTERNATE

Steel framed canopy with vinyl covering

\$ 83,895.00

Eighty-three Thousand, Eight Hundred Ninety-five and no/100--Dollars

Amount written in words

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

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

Project Management, Site Work & Concrete \$150,000.

SUBCONTRACTORS

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

Gary's Plumbing
Name
6409 2nd Terrace, Key West, FL, 33040
Street City State Zip

Florida Keys Electric
Name
5730 2nd Ave, Key West, FL, 33040
Street City State Zip

Affordable Asphalt
Name
94411 Overseas Hwy, Tavernier, FL, 33070
Street City State Zip

Name

Street City State Zip

SURETY

United States Fire Insurance Company whose address is
305 Madison Avenue, Morristown, N.J., 07960
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Sea Tech of the Florida Keys Inc. doing business at
131 Palomino Horse Trail, Big Pine Key, Florida, 33043
Street City State Zip

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

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

Robin Szmansky, President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2021.

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 21 day of April 2021.



Florida Keys Inc.
Name of Corporation

By [Signature]

Title President

Attest [Signature]
Secretary

EXPERIENCE OF BIDDER

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

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

See Attached Project List

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that Sea Tech of the Florida keys, Inc.

hereinafter called the PRINCIPAL, and United States Fire Insurance Company

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

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

_____ in the State of NJ,

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

City of Key West, FL

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted

DOLLARS (\$5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for **ITB # 21-012 MOLE PIER BOAT WASH FACILITY** / said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications, entitled:

ITB # 21-012 MOLE PIER BOAT WASH FACILITY

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

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

Signed and sealed this 21st day of April, 2021.

PRINCIPAL Sea Tech of Me. Florida Keys, Inc.

By [Signature]
Robert Skowronski, President



STATE OF Florida)
) : SS
 COUNTY OF Monroe)

United States Fire Insurance Company
 SURETY

By [Signature]
 Charles J. Nielson, Atty.-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 Merlucci*

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 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President



State of Pennsylvania }
County of Philadelphia }

On this 22nd 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

(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 21 day of April 20

21

UNITED STATES FIRE INSURANCE COMPANY

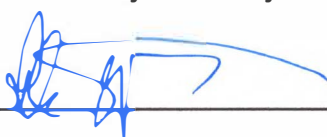
Al Wright, Senior Vice President



ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

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

By: Robin Szmansky 

Sworn and subscribed before me this 21 day of April, 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

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

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

By: Robin Szmansky

Sworn and subscribed before me this

21 day of April, 2021.

Becky Salerno
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 Bid for Mole Pier Boat Wash Facility

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 Sz mansky
(Please print name of individual signing)

and my relationship to the entity named above is President

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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)

4-21-21

(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 21 day of April, 2021.

My commission expires: 02-26-2024



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


NOTARY PUBLIC


INDEMNIFICATION

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

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

CONTRACTOR: Sea Tech of the Florida Keys Inc.

131 Palomino Horse Trail, Big Pine Key Florida 33042
Address


Signature

Robin Szmansky
Print Name

President
Title

DATE: 4-21-21



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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name Sea Tech of the Florida Keys Inc. Phone: 305-872-0888

Current Local Address: 131 Palomino Horse Trail, Big Pine Key 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

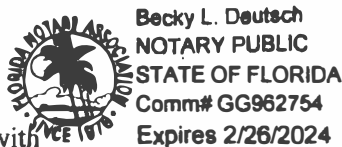
[Signature] Date: 4-21-21
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 21 day of April, 2021.

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

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



[Signature]
Signature of Notary

Becky L Deutsch
Print, Type or Stamp Name of Notary

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

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT


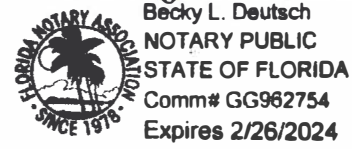
STATE OF Florida)
: SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of Sea Tech of the Florida Keys Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By:  _____
Robin Szlansky

Sworn and subscribed before me this
21 Day of April, 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 issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.


Sworn and subscribed before me this

_____ 21 Day of April, 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 02-26-2024

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



Sec. 2-773. Cone of Silence

(a) **Definitions.** For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) **Prohibited Communications:** A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
 - (A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
 - (B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.
- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publicly noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in

violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2021,

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 # 21-012 MOLE PIER BOAT WASH FACILITY, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ th day of _____ 2021, all in full compliance with the Contract Documents referred to herein.

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

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

The Contractor agrees to complete the work within 90 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.

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

_____ Day of _____, A.D., 2021.

CITY OF KEY WEST

By _____

Title City Manager

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

By _____

Title Robin Szmansky, President

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

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

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2021, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2021, 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

Sea Tech of the Florida Keys Inc.

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

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

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

ITB # 21-012 MOLE PIER BOAT WASH FACILITY

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

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include the 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, 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 is 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 _____, 2021, 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

Sea Tech of the Florida Keys Inc.

By: _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Mole Pier Boat Wash Facility ITB#21-012

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended as follows:

To date, there have been two questions regarding the pre-bid meeting for this project:

1. Is the pre-bid meeting mandatory?

Response: The pre-bid meeting is not mandatory

2. Will there be an escorted site visit after the meeting at the City Manager's Conference Room?

Response: As the pre-bid meeting is not mandatory, a site visit will not be conducted, as it would not provide all bidders with the same information. If pictures or details of a particular part of the site are needed, please send requests to Ian McDowell, E.I., at cimcdowell@cityofkeywest-fl.gov. Photos of the site are subject to Navy approval and are not guaranteed.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 with Attachment 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



THE CITY OF KEY WEST

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

ADDENDUM NO. 2

Mole Pier Boat Wash Facility ITB#21-012

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended as follows:

RFI:

1. Question:

The electrical panel schedule indicates that there are 2 sump pumps. The sump pumps are not shown on any drawings. Please provide their location and how they are started and stopped.

Response:

Please see sheet A1 for location of sump pumps. Cut sheets for the pumps are contained in the bid documents package (pages 146-150). Pumps utilize float controls as shown.

2. Question:

In the water separator pit is a diverter valve which diverts the water to the city sewer line when the washdown units are being used. There is nothing shown as to how this gets connected to the washdown units and if the washdown units have a set of contacts integral to the units for this operation.

Response: Correct. A diagram is not provided. The contractor will provide an electrical submittal that demonstrates the pumps will be powered such that the diverter valve will drain to the sewer connection during operation, as noted in the bid documents.

3. Question:

There is a note in Drawing EP1 regarding the new electric meter for the washdown facility being connected to the existing fuel stand meter. There is no information on what is required for this connection. Also, it is assumed that the fuel stand meter is located on the existing rack adjacent to the location of the new meter. Is this correct?

Response: The existing meter is on the existing rack adjacent to the proposed rack. Further information about the meter connection requires coordination that may not be possible in the time available, as this question was asked after the deadline. If new information becomes available, it will be uploaded in another addendum.

4. Question:

The specs indicate that there is to be lighting at the corners of the washdown pad. The drawings indicate on one pole light. How many pole lights are required?

Response: The drawings are correct.

5. Question:

The cut sheets in the specs indicate a N3R panel. The drawings indicate N4X. Which is correct?

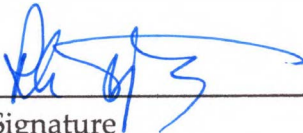
Response: N4X per the drawings is correct.

6. Question:

The drawings indicate that the electrical equipment is to be N4X. Is this stainless or something else? If stainless, is it 304, 316, or other?

Response: N4X is required but no sub-type of N4X (aluminum, 304, 316, etc.) is prescribed.

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive and the award will be provided to the next lowest responsive bidder that can acknowledge receipt of all Addendums.



Signature

Sea Tech of the Florida Keys Inc.

Name of Business

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 MCDC 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. 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
Key West Historic Seaport Margaret St. Restroom	Karen Olson 305-809-3803	02/12/19	05/15/20	314,519	Furnish labor, material and equipment to upgrade electrical systems, fix cmu walls and paint
Peraton Inc Blimp Site Blockhouse Repairs	Chermerre Wells 757-594-1625	07/16/19	01/31/20	147,259	Move two old trailers from one location to another. Construct new entry steps and ramps in new location.
Monroe County BOCC Relocate 2 Trailers	Steven Sanders 305-295-4338	08/27/19	10/30/19	39,230	Furnish material, labor and equipment to patch approximately 8 SF of concrete spalling located at the ceiling of the elevator shaft
Monroe County BOCC Patch Elevator Ceiling	Steven Sanders 305-295-4338	09/09/19	09/09/19	4,215	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.

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

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.



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



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)

RECEIPT# 30140-23837

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
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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



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).

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


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

CERTIFICATE HOLDER

CANCELLATION

City of Key West PO Box 1409 Key West, FL 33041-1409	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2021

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...

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.

Table with columns for PRODUCER (Keys Anchor Insurance Agency, Rebecca Horan), INSURED (SeaTech of the FI Keys Inc), CONTACT NAME (Rebecca Horan), and INSURER(S) AFFORDING COVERAGE (Continental Casualty Company, Kinsale Insurance Co).

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Contract License #CBC-1259331
Workers Compensation: Florida
Monroe County BOCC is listed as an additional insured

CERTIFICATE HOLDER CANCELLATION

Table with two columns: CERTIFICATE HOLDER (Monroe County BOCC Insurance Compliance, Duluth, GA 30096) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative: Rebecca Horan).