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**PART 1**  
**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB #003-16 MALLORY SQUARE PUBLIC BATHROOM IMPROVEMENTS, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 3:30 pm on Wednesday, DECEMBER 09, 2015 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 “BID FOR MALLORY SQUARE PUBLIC BATHROOM IMPROVEMENTS” addressed and delivered to the City Clerk at the address noted above.**

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

- A. Plumbing improvements as shown on “Mallory Square Toilet Facility” drawings; and
- B. Replacement of all plumbing fixtures, doors, dispensers, painting & cleaning of floors and walls as shown on “Mallory Square Public Bathroom Improvements” drawing.

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

A Pre - Bid meeting will be held at City Manager’s Conference Room, on NOVEMBER 19, 2015 @ 10:00 A.M. located at 3132 Flagler Avenue

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

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

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

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

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

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

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

**Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Janet Muccino, Project Manager, at [jmuccino@cityofkeywest-fl.gov](mailto:jmuccino@cityofkeywest-fl.gov).**

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY. 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 ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. 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 in order 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 into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

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

and surface topography at the worksite.

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

5. TYPE OF BID

A. LUMP SUM

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

**The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.** Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a

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

C. SPECIAL BIDDING REQUIREMENTS

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

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

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
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  
Public Entity Crimes Form  
Indemnification Form  
City of Key West Business License Tax Receipt  
Local Vendors Form  
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 sixty (60) 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 (**Not required for of this contract**), 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 who's 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 ninety (90) calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred & twenty (120) days after the opening of Bids.

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid



security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

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

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

The term of this contract will be **90** calendar days.

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

**PROPOSAL FORM**

To: The City of Key West  
Address: 3126 Flagler Street, Key West, Florida 33041  
Project Title: MALLORY SQUARE PUBLIC BATHROOM  
IMPROVEMENTS  
ITB # 003-16

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

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

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

## CERTIFICATES OF INSURANCE

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

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 90calendar 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. Sundays and legal holidays shall be excluded in determining days in default.

## ADDENDA

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

## SALES AND USE TAXES

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

## LUMP SUM & UNIT PRICE ITEMS

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

**PROPOSAL FORM**

**TOTAL LUMP SUM BASE BID:**

(Includes all permitting, fixtures, equipment, material & labor)

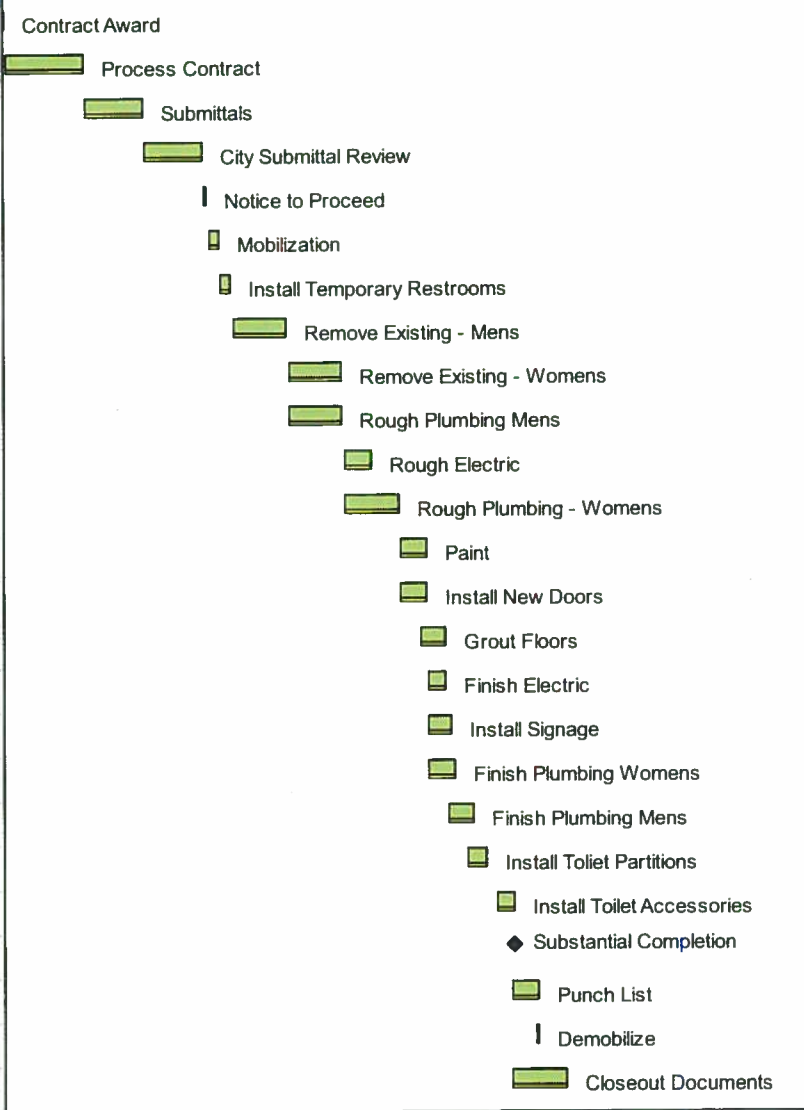
LUMP SUM \$ 156,600.00

One Hundred, Fifty-six Thousand, Six Hundred-----Dollars & No/100-----Cents

(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 %.

Act ID	Activity Name	On Dur	Start	Finish	Budgeted Total Cost	D	J	F	March 2016	April 2016	May 2016	June 2016
<b>Mallory Square Restrooms</b>												
000	Contract Award	1	09-Dec-15	09-Dec-15	\$0.00							
010	Process Contract	20	10-Dec-15	29-Dec-15	\$0.00							
020	Submittals	15	30-Dec-15	13-Jan-16	\$0.00							
030	City Submittal Review	15	14-Jan-16	28-Jan-16	\$0.00							
040	Notice to Proceed	1	29-Jan-16	29-Jan-16	\$0.00							
050	Mobilization	3	30-Jan-16	01-Feb-16	\$1,625.00							
060	Install Temporary Restrooms	3	02-Feb-16	04-Feb-16	\$33,500.00							
070	Remove Existing - Mens	10	05-Feb-16	18-Feb-16	\$2,750.00							
080	Remove Existing - Womens	10	19-Feb-16	03-Mar-16	\$2,750.00							
090	Rough Plumbing Mens	10	19-Feb-16	03-Mar-16	\$14,950.00							
100	Rough Electric	5	04-Mar-16	10-Mar-16	\$5,300.00							
110	Rough Plumbing - Womens	10	04-Mar-16	17-Mar-16	\$14,950.00							
120	Paint	5	18-Mar-16	24-Mar-16	\$5,600.00							
125	Install New Doors	5	18-Mar-16	24-Mar-16	\$7,400.00							
130	Grout Floors	5	23-Mar-16	29-Mar-16	\$2,300.00							
150	Finish Electric	3	25-Mar-16	29-Mar-16	\$2,900.00							
160	Install Signage	4	25-Mar-16	30-Mar-16	\$3,100.00							
140	Finish Plumbing Womens	5	25-Mar-16	31-Mar-16	\$9,950.00							
170	Finish Plumbing Mens	5	30-Mar-16	05-Apr-16	\$9,950.00							
180	Install Toilet Partitions	5	04-Apr-16	08-Apr-16	\$16,500.00							
190	Install Toilet Accessories	5	11-Apr-16	15-Apr-16	\$18,950.00							
200	Substantial Completion	0		15-Apr-16	\$0.00							
210	Punch List	5	15-Apr-16	21-Apr-16	\$2,500.00							
220	Demobilize	1	21-Apr-16	21-Apr-16	\$1,625.00							
230	Closeout Documents	10	15-Apr-16	28-Apr-16	\$0.00							



28-Apr-16, Mallory Square

Actual Level of Effort   
  Actual Work  
 Primary Baseline   
  Remaining Work

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

Manage the Project	
Remove Existing - \$5,500	
Paint - \$5,600.00	
<del>Install Doors - \$7,400.00</del>	
Grout Floors - \$2,300.00	
Install Signage - \$3,100.00	
Install Toilet Partitions - \$16,500.00	
Install Toilet Accessories - \$18,950.00	

SUBCONTRACTORS

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

Gary's Plumbing

\_\_\_\_\_  
Name  
6409 2nd Terrace, Suite 1, Key West, FL, 33040  
\_\_\_\_\_  
Street City State Zip

Nearshore Electric, Inc

\_\_\_\_\_  
Name  
5680 1st Ave, #5, Key West, FL, 33040  
\_\_\_\_\_  
Street City State Zip

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

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

SURETY

United States Fire Insurance Company \_\_\_\_\_ whose address is

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

BIDDER

The name of the Bidder submitting this Bid is

Sea Tech of the Florida Keys Inc \_\_\_\_\_ doing business at

131 Palomino Horse Trail, Big Pine Key, FL, 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
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 9th day of December 2015.

(SEAL)

Sea Tech of the 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 sheets

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SEA TECH, INC.  
EXPERIENCE OF BIDDER

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Project Description
US Navy Slurry Seal Airfield Overruns Key West, FL	Mary Thompson 305-293-2504	08/05/15	05/01/16	\$750K	Survey & Design all spalls & cracks of airfield. Apply herbicide to required areas, repair spalls & cracks, slurry seal existing asphal 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	03/31/16	\$87K	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.
FBI Istanbul, Turkey	Anna Bercaw 202-324-2666	09/27/14	02/28/16	\$464K	Design & Build office spaces to include, selective demolition, new walls, new doors, flooring, ceiling, paint, upgrade electric, HVAC, new office furniture.
Monroe County BOCC Bayshore Emergency Repairs Stock Island, Key West, FL	Chris Rivera 305-292-4523	11/23/15	12/04/15	\$3K	Provide all material, labor, supervision and equipment to repair screen porch, ADA railing, gutter & downspout, IT conduit cover, and touch up paint. All work performed in operating facility.
US Navy Roof Repairs Dania Bch, FL	Mary Thompson 305-293-2504	06/30/15	11/27/15	\$240K	Provide material, labor, supervision and equipment to provide a complete & effective watertight roof system on entire facility. Install a roof access ladder, repair & certify lightning protection system and reseal all windows.
US Navy Replace Two AC Sytems Key West, FL	Ileana Wolski 305-293-2359	07/31/15	11/13/15	\$62K	Provide material, labor, supervision and equipment to remove and replace two AC systems at Youth Center. All work to be performed on weekends and/or holidays.
NAVMWR D/B Jogging Trail NAS Sigsbee, Key West, FL	Paul W. Stecker 901-874-6540	02/03/15	09/30/15	\$620K	Design & Build a 1/2 mile long Jogging Trail using poured in place bonded rubber, with concrete curbs and fitness stations.
US Navy Roof Replacement Key West, FL	Ileana Wolski 305-293-2359	04/24/15	09/21/15	\$160K	Provide material, labor, supervisiion, and equipment to replace roof including demolition of existing shingles, felt, rain gutters, flashing & drip edging. Replace existing decking as necessary, and provide all new materials for the new shingle roof and components.
Monroe County BOCC Freeman Justice Ctr, Replace Tile Key West, FL	Ann Riger 305-292-4439	03/13/15	05/13/15	\$7K	Provide material, labor, supervision and equipment to remove and replace damaged granite tiles at Freeman Justice Center. The Center was operational during the construcion.
Sugarloaf Health Center Big Coppitt Key, FL	Augusto Vianna	02/03/15	05/08/15	\$23K	Design/Build and provide all labor, material, supervision to <b>upgrade bathroom</b> to ADA, build partitions, <b>paint</b> , install pocket <b>doors</b> , added a <b>shower &amp; sink</b> , <b>plumbing</b> for manicure chair, tile, ceiling fans, new lighting.
US Navy Concrete Repairs Magazine NAS Key West, FL	Ileana Wolski 305-293-2359	04/15/14	04/20/15	\$283K	Design/Build concrete repairs to five magazine bldgs. All work was primed and coated with a two-coat elastomeric coating system. Repair work included cracking and spalling and exposed rebar.
US Navy Repair Arresting Gear, Runway 7 NAS Boca Chica, Key West, FL	Ileana Wolski 305-293-2359	01/16/15	03/31/15	\$54K	Provide all labor, material, supervision and equipment to saw cut and mill asphalt on both sides of the arresting gear at the approach end of Runway.
US Navy Replace Security Fence NAS Key West, FL	Ileana Wolski 305-293-2359	09/02/14	03/23/15	\$180K	Provide labor, materials, supervision and equipment for removal of existing fencing, gates and replace with new PVC coated fence at various locations
US Navy Alterations to VA PT Bldg NAS Key West, FL	Ileana Wolski 305-293-2359	08/29/14	03/07/15	\$131K	Renovate space for VA Physical Therapy area to increase capacity. Work includes demolishing walls and ceilings, relocating horns & strobes, installing new drop ceiling, installing add'l outlets, storefront doors, relocate sink, new privacy curtains and any other work to provide a usable facility
US Navy A-4082 TCTS Bldg Addition NAS Key West, FL	Ileana Wolski 305-293-2359	08/28/14	03/06/15	\$145K	Design/Build to add 225 sf masonry storage room to match existing building. Includes concrete work, masonry walls, roof, doors, stucco finish, painting, HVAC, electrical, site work.

SEA TECH, INC.  
EXPERIENCE OF BIDDER

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Project Description
US Navy Sigsbee Exterior Siding NAS Key West, FL	Ileana Wolski 305-293-2359	09/03/14	01/11/15	\$134K	Remove & replace rotted exterior wood trim and siding, replace wood sheathing, flashing and vapor barrier on exposed walls with new. Install new siding and composite panel/trim, caulk and paint exterior of the building
Monroe County BOCC Higgs Beach Stucco Key West, FL	William DeSantis	11/13/14	12/12/14	\$10K	Provide material, equipment and labor to complete stucco repairs at two pavilions located at Higgs Beach.
US Navy Gutters & Ladder NAS Key West, FL	Ileana Wolski 305-293-2359	07/03/14	11/14/14	\$114K	Provide all labor, material, supervision and equipment necessary to replace gutters, downspouts, and fixed caged ladders on existing building.
US Navy Classroom & Bathroom Enlargement NAS Key West, FL	Ileana Wolski 305-293-2359	09/18/13	11/05/14	\$371K	Design & Build to increase the classroom size, <b>modify restrooms</b> and add an exterior concrete slab & electrical connections. Included demolition, site work, concrete, fence, electrical, <b>plumbing</b> , HVAC, fire protection, metal framing, drywall, <b>paint</b> , ACT, Ceramic tile, VCT tile, bathroom partitions & accessories.
US Navy Replace Security Fence NAS Key West, FL	Ileana Wolski 305-293-2359	04/11/14	10/04/14	\$179K	Provide all labor, material, supervision and equipment necessary to remove existing security fencing, gates and replace all with new PVC coated security fencing. All gates were grounded.
Monroe County BOCC Hazmat Storage Sheds Cudjoe Key & Long Key, FL	Bill Grant 305-664-2949	04/16/14	09/19/14	\$203K	Provide all labor, material, supervision and equipment necessary to remove existing canopy sheds with new metal canopy sheds in two locations. Contractor had to obtain permit from county for the work.
US Coast Guard Replace Fuel Lines NAS Key West, FL	Pedro Tirado 305-415-7088	07/03/14	08/19/14	\$12K	Provide all labor, material, supervision and equipment necessary to replace metal fuel piping system. Includes draining & disposing of residual fuel in tanks and pipes, provide new geo flex piping system.
US Navy Upgrades United St Gate NAS Key West, FL	Ileana Wolski 305-293-2359	09/03/14	07/11/14	\$484K	Design & Build to improve the functionality of the United Street Entry to include demolition, install new gates, fence, barricades, barriers, card reader, traffic controls, implementing ADA compliance.
Monroe County BOCC Bayshore Emergency Repairs Stock Island, Key West, FL	Ann Riger 305-292-4439	03/19/14	06/29/14	\$158K	Provide all labor, material, supervision and equipment necessary to demo and replace screen porches, repairs to electrical, <b>plumbing</b> , mechanical, suspended ceiling, fire suppression, termite treatments, painting, floor sealant, permits.
US Navy Replace Doors JIATF NAS Key West, FL	Ileana Wolski 305-293-2359	08/07/13	06/04/14	\$273K	Provide all labor, materials, supervision and equipment required to replace 21 doors that comply with SCIF requirements. Includes demo existing doors, patching and repairs to areas, specialty lock systems, electrical.
Monroe County BOCC Bayshore Emergency Repairs Stock Island, Key West, FL	Ann Riger 305-292-4439	01/24/14	02/24/14	\$17K	Provide all labor, material, supervision and equipment necessary to demo existing failed beam structure, restore existing ceiling height to original, install new ACT ceiling tiles, relocated IT, alarms, light fixtures, HVAC grills.
US Navy Lighting Replacement NAS West Palm & Hialeah, FL	Ileana Wolski 305-293-2359	06/21/13	02/16/14	\$285K	Provide labor, materials, supervision and equipment to implement energy conservation improvements to buildings in two locations. Includes replacing all exit lighting/signage with LED, upgrades and cleaning to fluorescent lighting.
Monroe County BOCC Bayshore Restroom Repairs Stock Island, Key West, FL	Ann Riger 305-292-4439	11/03/14	02/02/14	\$26K	Demo, Repair and <b>upgrade two restrooms to ADA standards</b> . Selective Demo, Tile floors & walls, new dura rock, add <b>ADA accessories</b> , upgrade plumbing and electrical.
DOD JCESE Bldg HVAC Upgrade Miami, FL	NA	04/11/12	01/24/14	\$933K	Provide labor, materials, supervision and equipment to provide renovations to an operational facility. Includes removal and installation of concrete pads, underground piping, and trees. Demo and replace chillers and chilled water system. Demo and replace air handlers, ductwork, controls, fire alarm system, and selective architectural elements needed for the upgrades.



EXPERIENCE OF BIDDER

Client Name Location	Owner's Contact Owner's Phone #	Start Date	End Date	Contract Amount	Project Description
Monroe County BOCC Freeman Justice Ctr Lobby Expansion Key West, FL	Ann Riger 305-292-4439	06/24/13	12/12/13	\$236K	Provide labor, materials, supervision and equipment to provide an interior expansion of 800 sf to the existing main entry lobby. Work to be performed to an operational facility. Includes demo of concrete slab and CMU wall, install new granite floor tiles, drywall, paint, wood trim, glass electrical, HVAC and fire protection.
US Navy Bldg A-515 Renovations NAS Key West, FL	Ileana Wolski 305-293-2359	09/29/12	03/29/13	\$80K	Provide labor, materials, supervision and equipment to provide sprinkler head/piping replacement in attic of building, plus interior repairs including drywall, insulation, suspended ceiling, carpet, cove base, and painting.
Staples Commercial Modular Home Key West, FL	Katie Prentice katieprentice@juno.com	10/23/12	02/10/13	\$421K	Provide labor, materials, supervision and equipment to obtain permits and install a new modular structure to accommodate employee housing. Includes demo of existing house, install auger piles, set modular bldg on columns, electrical, HVAC, plumbing, construct entrance stairway, finish installation.
US Navy JIATF Concrete Repairs NAS Key West, FL	Ileana Wolski 305-293-2359	09/28/11	10/27/12	\$204K	Design/Build project to provide concrete repairs and complete exterior painting to four buildings. Includes repairs to delaminated stucco,
DOD HP Addition North Carolina	NA	09/22/11	08/31/12	\$471K	Design/Build project to supply all necessary materials, tools equipment and qualified personnel to provide site work, concrete pad, PEMB, interior finishes including stud walls, drywall, doors, windows, ACT ceiling, ceramic tile, signage, bathroom accessories, plumbing, electrical, HVAC, fire protection.
DOD HP Addition North Carolina	NA	06/24/11	06/23/12	\$268K	Provide labor, materials, supervision and equipment to provide selective demolition of existing building and install new sidewalks, concrete foundations, roofs, and windows and electrical work.
US Navy, NAVFAC Southeast Repair Multicell Magazines Key West, FL	Jeanette Sweeting 305-293-2359	09/29/10	01/17/12	\$1.4M	Repair to Multicell Magazine A-996 including earth removal to access and repair corrugated steel roof. Also replacing steel door hinges and refurbishing all doors.
City of Key West D/B Key West Bight Retail Shop Key West, FL	Doug Bradshaw 305-809-3792	05/16/11	11/16/11	\$363K	Design & Construct a 2-Story Concrete building to be utilized as a retail store with storage room/office on 2nd floor. Including Demo of existing, new exterior stairway with balcony, electric, hvac, plumbing, site work all to be constructed within the Florida Green Building Standards.
DOD JCESE Electrical Upgrades Miami, FL	NA	09/19/11	10/04/11	\$50K	Provide labor, materials, supervision and equipment to provide electrical and mechanical upgrades to operational facility.
City of Key West Replace WWTP Generator Enclosure Key West, FL	Jay Gewin	11/01/10	07/31/11	\$282K	Remove existing generator enclosure and replace with a sound attenuated walk-in weather tight enclosure rated to withstand 175mph winds with associated electrical and I&C and with all related work & appurtenances.
US Navy, NAVFAC Southeast Concrete Repairs bldg A-936 & A-931 NAS Key West, FL	Jeanette Sweeting 305-293-2359	07/02/10	07/17/11	\$673K	Task order of IDIQ, Concrete Repairs at multiple locations in bldgs. A-936 & A-931
Joint Interagency Task Force Southeast Replace doors NAS Key West, FL	Jeanette Sweeting 305-293-2359	09/21/10	05/16/11	\$75K	Remove existing doors at various locations and install new frames & doors.
Joint Interagency Task Force D/B Replace Cooling Towers Key West, FL	Jeanette Sweeting 305-293-2359	06/04/10	02/28/11	629K	Remove existing cooling towers. Design & Install new foundation & cooling towers in new location.

**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 New Jersey,

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

CITY OF KEY WEST, FLORIDA

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for the MALLORY SQUARE PUBLIC BATHROOM IMPROVEMENTS, 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:

**MALLORY SQUARE PUBLIC BATHROOM IMPROVEMENTS**

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 (**Not required for this contract**), each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 8th day of December, 2015.

PRINCIPAL - SEA TECH OF THE FLORIDA KEYS, INC.

By  \_\_\_\_\_

STATE OF Florida )  
: SS  
COUNTY OF Miami-Dade )

UNITED STATES FIRE INSURANCE COMPANY

SURETY

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

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

11643

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

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

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

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

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

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 consist nt 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 5th day of August, 2015.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey }  
County of Morris }

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



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

Sonia Scala

(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 8 day of Dec. , 2015  
UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



**ANTI - KICKBACK AFFIDAVIT**

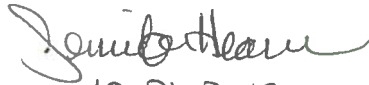
STATE OF Florida )  
 : SS  
COUNTY OF Monroe )

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: 

Sworn and subscribed before me this 9th day of December, 2015.

NOTARY PUBLIC, State of Florida at Large

  
10-21-2019  
My Commission Expires:



Jennifer Hearn  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF929868  
Expires 10/21/2019

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 Mallory Square Bathroom  
Improvements

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

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

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

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

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

and my relationship to the entity named above is President

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

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

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

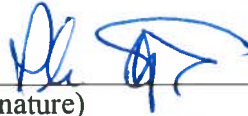
XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to 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)  
December 9, 2015  
\_\_\_\_\_  
(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 9th day of December, 2015.

My commission expires: October 21, 2019



Jennifer Hearn  
NOTARY PUBLIC  
STATE OF FLORIDA  
Commission # PP929868  
Expires 10/21/2019

**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

SEAL:

131 Palomino Horse Tr., Big Pine Key, FL 33043  
Address

  
Signature

Robin Szmansky  
Print Name

President  
Title

DATE: December 9, 2015

**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 Tr, Big Pine Key, FL Fax: 305-872-8898  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 1 year, 8 months

[Signature] Date: 12/9/2015  
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 9th day of December, 2015.

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 \_\_\_\_\_ as identification  
(Type of identification)

[Signature]  
Signature of Notary

Jennifer Hearn  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF929868  
Expires 10/21/2019  
Title or Rank

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



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Monroe )

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

By: 

Sworn and subscribed before me this  
9th Day of December, 2015.

 Jennifer Hearn  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF929868  
Expires 10/21/2019  
  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 10-21-2019

**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

9th Day of December, 2015.

  
NOTARY PUBLIC,  Jennifer Hearn  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF929868  
Expires 10/21/2019 at Large

My Commission Expires: 10-21-2019



## BIDDER'S CHECKLIST

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

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

## Licensee Details

### Licensee Information

Name: **LACHAPELLE, RYON ANTHONY (Primary Name)**  
**SEA TECH OF THE FLORIDA KEYS, INC. (DBA Name)**

Main Address: **29056 PALMETTO DR**  
**BIG PINE KEY Florida 33043**

County: **MONROE**

License Mailing:

LicenseLocation:

### License Information

License Type: **Certified Building Contractor**

Rank: **Cert Building**

License Number: **CBC1259331**

Status: **Current,Active**

Licensure Date: **02/15/2013**

Expires: **08/31/2016**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **02/15/2013**

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[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

**2015 / 2016  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2016**

Business Name: SEA TECH OF THE FLORIDA KEYS INC

RECEIPT# 30140-23837

Owner Name: ROBIN SZMANSKY, RYON LACHAPELLE  
Mailing Address: QUALIFER  
PO BOX 420529  
SUMMERLAND KEY, FL 33042

Business Location: MO CTY  
SUMMERLAND KEY, FL 33042  
Business Phone: 305-872-0888  
Business Type: CONTRACTOR (GENERAL & BUILDING  
CONTRACTOR)

Employees 10

STATE LICENSE: CBC1259331

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

Paid 115-14-00004903 08/24/2015 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, 2016

Business Name: SEA TECH OF THE FLORIDA KEYS INC

RECEIPT# 30140-23837

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Paid 115-14-00004903 08/24/2015 25.00

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955



Business Name: SEA TECH OF THE FLORIDA KEYS I CTINbr:0017599  
 Location Addr: MOBILE SERVICE - COUNTY  
 Lic NBR/Class: 16-00021567 CONTRACTOR - CERT BUILDING  
 Issue Date: August 25, 2015 Expiration Date: September 30, 2016  
 License Fee: \$325.00  
 Add. Charges: \$0.00  
 Penalty: \$0.00  
 Total: \$325.00

Comments:

This document must be prominently displayed.

SEA TECH OF THE FLORIDA KEYS I

SEA TECH OF THE FLORIDA KEYS I  
POB 420529

SUMMERLAND KEY FL 33042

Trans: 08/25/15 06:06:35 Time: 5:42:40  
 Date: 8/25/15 of 21567 Rece: 05 no: 35621  
 4914 LID 00000-111991 RECEIPT 5495.490  
 5864857



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/08/2015

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

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

<b>PRODUCER</b>  Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154  (877) 234-4420	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 234-4420      FAX (A/C, No): (877) 234-4421	
	<b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #</b>	
<b>INSURED</b>  Sea Tech of the Florida Keys, Inc. PO Box 420529 Sugarloaf Key, FL 33042-0529  CTL 1273 1106371	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	INSURER A: Continental Indemnity Co.      28258	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N		46-885792-01-02	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)  
 \*10 day notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

City of Key West  
 3126 Flagler Street  
 Key West, FL 33041

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

AUTHORIZED REPRESENTATIVE  L039971



# CERTIFICATE OF LIABILITY INSURANCE

SEATE-1

OP ID: YC

DATE (MM/DD/YYYY)  
12/08/2015

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

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

<b>PRODUCER</b> Atlantic Pacific-Key West 1010 Kennedy Dr, Suite 203 Key West, FL 33040 Rebecca N. Horan	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 305-294-7696		FAX (A/C, No): 305-294-7383
	E-MAIL ADDRESS: bhoran@apins.com		
<b>INSURED</b> Sea Tech of the FI Keys, Inc. PO Box 420529 Summerland Key, FL 33042	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Maxum Indemnity Company</b>		
	<b>INSURER B : Travelers Insurance Co.</b>		25666
	<b>INSURER C : Continental Casualty Company</b>		20443
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLP600255311	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA2B788033	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	46-885792-01-02	03/01/2015	03/01/2016	PER STATUTE OTHER
						E L EACH ACCIDENT \$ 1,000,000
						E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

City of Key West 3126 Flagler Street Key West, FL 33041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Rebecca N. Horan
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## **PART 2**

# **CONTRACT FORMS**

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**CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016,

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 # 003-16 MALLORY SQUARE PUBLIC RESTROOM IMPROVEMENTS, Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ th day of \_\_\_\_\_ 2015, 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 ninety (90) 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., 2016.

CITY OF KEY WEST

By \_\_\_\_\_

Title City Manager

CONTRACTOR

By \_\_\_\_\_

Title President