



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

October 23rd, 2011

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation to Bid (ITB), the City of Key West (CITY) is soliciting competitive sealed Bids for the ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier. This package contains the following documents.

- a. Bidding Requirements
- b. Required Specifications and Bid Submittals

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact David Hawthorne, Marina Supervisor (305) 809-3982, with questions concerning the project and scope of work.

Firms/corporations submitting a Bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, and Local Vendor Certification.

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INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 12-008: Installation of marine sanitation sewer system for Wahoo and Kingfish pier

ISSUE DATE: October 23rd 2011

PRE BID CONFERENCE: N/A

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
3126 Flagler Ave
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE RECEIVED: November 23rd 2011

NOT LATER THAN: 3:30 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

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Enclosures

INVITATION TO BID

Sealed Bids addressed to the City of Key West (CITY), for the Invitation to Bid (ITB) # 12-008 for purchase and installation of marine sanitation sewer systems for Wahoo and Kingfish pier will be received at the office of the City Clerk, City of Key West, Florida, until 3:30 p.m., local time, on November 23rd 2011 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The project contemplated consists of providing installation of all piping and equipment to support a marine sanitation sewer system to remove sewage from vessels using the Wahoo and Kingfish piers.

Specifications may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms and accompanied by Bid security. Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state in an amount not less than five percent of the amount of the Bid or BID. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

One (1) original, one (1) copy, and 2 CD copies or flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB # 12-008: Purchase and installation of marine sanitation sewer system for Wahoo and Kingfish pier", and addressed to the City Clerk.

The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any Bid.

INSTRUCTIONS TO BIDDERS

1. TYPE OF BID

LUMP SUM

The Bid for the items is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each item in the Bid and a Schedule of Values shall be included with the bid. The total amount to be paid the Bidder shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units. The City of Key West reserves the right to enter into a contract for all or portions of the items and to adjust the final number of items accordingly.

2. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will 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 amounts stated in writing and the amounts stated in figures.

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 ITB.

Bidders shall not submit unbalanced bids as requested in the breakdown of bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the City of Key West that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

3. SIGNATURE

The Bidder shall sign his/her 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 the 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 on 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 of Key West prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

4. **ATTACHMENTS**

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the bid document:

- Bid Form,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification Form

5. **STATE AND LOCAL SALES AND USE TAX**

The City of Key West is exempt from state sales tax on materials. Bidder, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes unless stated differently in these documents. 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.

6. **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 ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original and one copy are required.

7. **MODIFICATIONS OR WITHDRAWAL OF BIDS**

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

8. **AWARD OF CONTRACT**

Within sixty (60) calendar days after the opening of the Bids, The City of Key West will accept one of the Bids. The acceptance of the Bid will be by issuance of a purchase order. In the event of failure of the lowest, responsive, qualified Bidder supply the items with the specified time, The City of Key West may award the Contract to the next lowest, responsive, qualified Bidder.

The City of Key West reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that it deems to be in the best interest of The City of Key West.

9. BASIS OF AWARD

The City of Key West, on the basis of the Bid will make the award from the lowest, responsive, qualified Bidder that in the Cities sole and absolute judgment will serve the best interests of the City of Key West.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the City as available, the City of Key West may reject all Bids or take such other action as best serves the Cities interest.

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contact shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

10. TIME OF COMPLETION

The Bidder further agrees to complete the project within ninety (90) calendar days (weekends and holidays included) of issuance of the purchase order.

11. PAYMENT TERMS

The Bidder will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees **REQUIRED BY THE CITY OF KEY WEST** and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.
- Appropriate Contractors License
- Building/Demolition Permit

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID FORM

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: ITB # 12-008 Installation of marine sanitation sewer system for Wahoo and Kingfish Pier

BIDDER'S INFORMATION

Name: Gary's Plumbing, Inc.
Address: 6409 2ND Terrace
Suite 1
Key West, FL 33040
Contact Name: Gary Centonze
Email: garys plumbing1@aol.com
Telephone: 305-296-6013
Fax: 305-292-4978

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 City of Key West, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

COMPLETION TIME

The Bidder further agrees to complete the project within ninety (90) calendar days of issuance of the purchase order.

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.

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for supply of the items the lump sum on the Bid Form. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The bid will be awarded on total bid amount. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.

BID FORM

ITB #12-008 Purchase and installation of marine sanitation sewer system or Wahoo and Kingfish Pier

Item	Units	Unit Measure	Unit Price	Total
Pump Equipment Package - Material	1		\$26,709.00	\$26,709.00
Pump Equipment Package - Installation Labor	1		\$12,500.00	\$12,500.00
Piping - Suction & Discharge - Material	1		\$11,340.00	\$11,340.00
Piping - Suction & Discharge - Installation Labor	1		\$37,650.00	\$37,650.00
Electrical	1		\$4,705.00	\$4,705.00
Plans / Engineering / Submittals	1		\$1,100.00	\$1,100.00
		Bonding 3%		\$2,820.12
		Shipping		\$680.00
		Total		\$97,504.12

Lump Sum Bid Price

\$ 97,504.12

Bid Total in Words

Ninty Seven Thousand Five Hundred Four Dollars and Twelve Cents

BIDDER

The name of the Bidder submitting this Bid is: Gary's Plumbing, Inc.

Doing business at 6409 2ND Terr #1;

City Key West State FL Zip 33040

Telephone No. 305-296-6013

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
<u>Gary Centonze</u>	<u>President</u>

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 22ND day of November, 2011.

(SEAL)

Name of Corporation

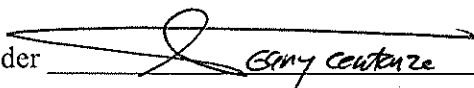
By: Gary Centonze,

Title: President

Attest: _____
Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this 22ND day of November, 2011.

Signature of Bidder 

Title president

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 OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB NO: 12-008 for Purchase + install marine sanitation system for Wahoo + Kingfish Pier

2. This sworn statement is submitted by Gary's Plumbing, Inc.
(Name of entity submitting sworn statement)
whose business address is 6409 2nd Terr #1; Key West, FL 33040
and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0335861 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Gary Centonze and my relationship to
(Please print name of individual signing)
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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a 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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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.)

Gary Centonze
(Signature)
Nov 21, 2011
(Date)

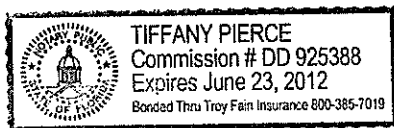
STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gary Centonze who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 22nd day of November, 2011.

My commission expires: Tiffany Pierce
NOTARY PUBLIC



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: *Gary Courze*

Sworn and subscribed before me this

22ND day of November, 2011.

Tiffany Pierce
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: _____

**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 proposals.
- 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 Gary's Plumbing, Inc. Phone: 305-296-6013
 Current Local Address: 6409 2ND Terr; Key West, FL 33040 Fax: 305-292-4978
 (P.O. Box numbers may not be used to establish status)

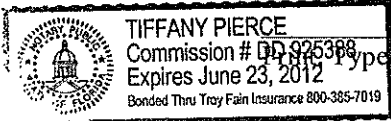
Length of time at this address

Gary Centonze Nov 21, 2011
 Signature of Authorized Representative Date

STATE OF Florida
 COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 21st day of November, 2011.
 By Gary Centonze, President of Gary's Plumbing, Inc.
 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
 or has produced N/A as identification
 (type of identification)

Tiffany Pierce
 Signature of Notary



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

 Title or Rank

PART 2

CONTRACT FORMS



Notice of Award

Date

Company
Attention:
Address
City, State, Zip

Project: ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier

Dear:

At a meeting of the Key West City Commission held on _____, 2011, your firm, _____ was awarded the contract for ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier for a total contract amount of \$ _____.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable. Please provide Performance and Payment Bonds in an amount equal to 100% of the contract value. Builders Risk is not required as part of this contract. The attached Performance and Payment Bonds boiler plates may be used or the Contractor may submit their own equivalent bond forms.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3982.

Sincerely,

David Hawthorne
City Marina

SAMPLE CONTRACT

This Contract, made and entered into this 22ND day of November 2011, by and between the **City of Key West**, hereinafter called the "Owner", and Gary's Plumbing 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 the PROJECT ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier, to the extent of the BID made by the Contractor, dated this _____ day of _____ 2011, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of Purchase and installation of marine sanitation system for Wahoo and Kingfish pier are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount 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 the time specified in the Contract, and to accept as full payment hereunder the amounts 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 hold harmless the Owner from any costs encountered in remedying such defects.

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within ninety (90) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of five hundred dollars (\$500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 2011.

Attest:

By:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

Contractor: Gary's Plumbing, Inc. Witness: _____

By: [Signature] Print Name: _____

Print Name: Gary Centure

Title: president

PERFORMANCE BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Gary's Plumbing, Inc.
with offices at 6409 2ND Terr; #1; Keywest, FL 33040
hereinafter called the CONTRACTOR (Principal), and
Broder + Company
with offices at 6191 Orange Dr. Suite 6159E; Davie, FL 33314
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **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, 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 November 22nd, 2011, 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 plans, drawings, 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 22ND day of November, 2011, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By:


_____ Gary Conner

(SEAL)

ATTEST

SURETY

By:

(SEAL)

ATTEST

PAYMENT BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Gary's Plumbing, Inc with offices at 6409 2nd Terr #1; Key West, FL 33040 hereinafter called the CONTRACTOR, (Principal), and Broder + Company with offices at 6191 Orange Dr.; Suite 6159E; Davie, FL 33314 a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound 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:

Nov 22nd

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for Wahoo+ Kingfish Pier attached hereto, with the CITY, dated , 20 11, 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.

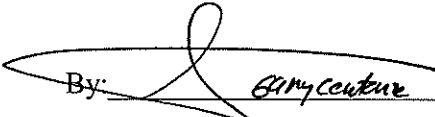
NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions 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 22nd day of November, 2011, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By:  _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

NOTICE TO PROCEED

Date 11/22/11

Company Gary's Plumbing, Inc.
Attention: Gary Centonze
Address 6409 2ND Terrace #1
City, State, Zip Key West, FL 33040

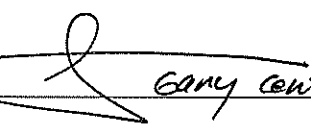
Project: ITB NO: 12-008 Purchase and installation of marine sanitation system for Wahoo and Kingfish pier

You are hereby notified to commence work on _____, 2011 in accordance with the Contract made with the City of Key West on the _____ day of _____ 2011. The work shall be completed within ninety days (90) from the above date.

Sincerely,

David Hawthorne
City Marina

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the 22ND day of November, 2011.

CONTRACTOR:  Gary Centonze

By: Gary Centonze

Title: President

Date: 11/22/11

Please return one (1) copy of this notice to:

David Hawthorne
City Marina
1801 North Roosevelt Blvd
Key West, FL 33040

PART 3: REQUIRED SPECIFICATIONS AND SCOPE OF WORK

Sewer sanitation system for Wahoo and Kingfish pier

- Schedule 80 PVC piping. HDPE SDR-17 pipe may be used as an alternate
- Peristaltic Keco brand pumps (1)model 900 M 40 for Kingfish Pier and (1) model 900 M 55 for Wahoo pier (see attached specifications)
- 316 Stainless hangers and fasteners any substitutes must be approved by The City of Key West
- Spear brand check valves Y pattern
- Schedule 80 PVC ball valves “Spear brand”
- Cam lock service hydrants “Banjo Brand”
- Check valves on the main suction and discharge lines at the sewer pumps.
- All associated electrical connections to pump and switches
- (3) wired on off switch locations on Wahoo pier (see attachment)
- All slips on Wahoo and Kingfish pier shall have pump out capability.
- Blue print drawings indicating location of plumbing, electrical and equipment .
- Contractor is required to supply all documents necessary for grant reimbursement.
- Bidder will be responsible for hiring a licensed engineer and paying for the signed and sealed drawings that are in accordance with local, state and federal regulations and guidelines
- Bidder is responsible for all associated costs of the purchase and installation of the Wahoo and Kingfish pier marine sewer sanitation systems.
- Equipment and installation will have a one year warranty on parts and labor.
- Bidder is responsible for obtaining all permits and paying for all fees associated with permits

Scope of work

Prospective bidder shall be responsible for the design, purchase and installation of all components necessary to complete marine sanitation sewage removal systems for Wahoo and Kingfish piers which includes all pumps, pipes, connections, main sewer connections, plans and permits.