



OF THE FLORIDA KEYS

P.O. Box 420529
Summerland Key, FL 33042
Phone: 305-872-0888
Fax: 305-872-8898
www.seatech.cc

POC: Robin Szmansky
e-mail: robins@seatech.cc

DUNS #: 15-385-8220
Cage Code#: 1BTD2
Woman Owned Small Business

BID PROPOSAL

for

Design-Build Mole Pier Boat Wash-down Facility OM19001601

November 2, 2016

This proposal or quotation includes data that shall not be discussed outside the Government and shall not be duplicated, used, or disclosed (in whole or in part) for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quote as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in every sheet.

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

BID FORM

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: MOLE PIER BOAT WASHDOWN FACILITY OM19001601

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

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

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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal 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 examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, 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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete work within **240** calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. 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, 2,

 , , , , , , , , , ,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(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 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.

Base Bid:

Design Drawings and Documents for Mole Pier Boat Washdown Facility	(Lump Sum)	<u>54,395.00</u>	(1)
Construct Mole Pier Boat Washdown Facility	(Lump Sum)	<u>746,219.00</u>	(2)
Project & Site-specific Accident Prevention Plann (APP)	(Lump Sum)	<u>2,000.00</u>	(3)
Project-specific Quality Control Plan	(Lump Sum)	<u>2,000.00</u>	(4)
Utility Fee Allowance	(Lump Sum)	<u>12,500.00</u>	(5)
Total Bid: 817,114.00			(6)
			Sum of (1) through (5) inclusive

Eight hundred seventeen thousand, one hundred fourteen Dollars and 00 Cents

Total Bid Written in Words has precedence (Basis of Award)

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided as per the Conditions of the Contract (Part 3).

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

<u>Concrete/Masonry</u>	<u>\$ 185,600.00</u>
<u>Paint</u>	<u>\$ 17,900.00</u>
<u>Quality Control</u>	<u>\$ 20,000.00</u>
<u>Safety</u>	<u>\$ 20,000.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

SUBCONTRACTORS

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

All Keys Welding & Fab., LLC

Name

29132 Tulip Lane, Big Pine Key, FL, 33043
Street City State Zip

Mike Haack Excavating Inc.

Name

PO Box 430725, Big Pine Key, FL, 33043
Street City State Zip

Nearshore Electric, Inc.

Name

5680 1st Avenue #5, Stock Island, FL, 33040
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 Proposal is

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

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

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

Robin Szmansky, President _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2016.

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 2nd day of November 2016.

(SEAL)

Sea Tech of the Florida Keys, Inc.
Name of Corporation

By 

Title President

Attest 

Secretary

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 Proposal for Design-Build Mole Pier Boat Washdown Facility, said Bid Proposal, 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 Proposal and the detailed Specifications, entitled:

MOLE PIER BOAT WASHDOWN FACILITY OM19001601

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

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

Signed and sealed this 1st day of November, 2016.

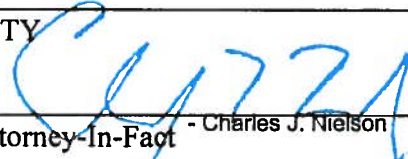
PRINCIPAL

SEA TECH OF THE FLORIDA KEYS, INC.

By  _____

UNITED STATES FIRE INSURANCE COMPANY

SURETY

By  _____
Attorney-In-Fact - Charles J. Nielson

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

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

24805

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 consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

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 1st day of November, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

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


By: Robin Szmansky  _____

Sworn and subscribed before me this 2nd day of November, 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:
October 21, 2019



Jennifer Hearn
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF 929668

Expires 10/21/2019

* * * * *

ANTI - KICKBACK AFFIDAVIT

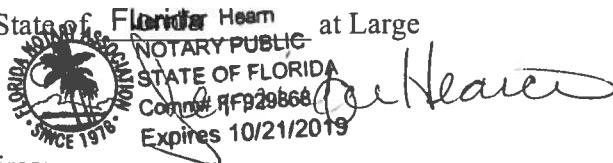
STATE OF Florida)
 : SS
COUNTY OF Monroe)

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

By: Robin Szmansky  _____

Sworn and subscribed before me this 2nd day of November, 2016.

NOTARY PUBLIC, State of ~~Florida~~ Hearn at Large



My Commission Expires:
October 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 Proposal for Mole Pier Boat Washdown
Facility

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

whose business address is 131 Palomino Horse Tr., 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).

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 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]
(signature)
11/2/2016
(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 2nd day of November, 2016.

My commission  October 21, 2019
Jennifer Hearn
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF929868
Expires 10/21/2019

[Signature]
NOTARY PUBLIC

INDEMNIFICATION

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

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

CONTRACTOR: Sea Tech of the Florida Keys, Inc.

SEAL:

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

Address



Signature

Robin Szmansky

Print Name

President

Title

DATE:

11/2/2016

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

Current Local Address: 131 Palomino Horse Tr, Big Pine Key Fax: 305-872-8898
(P.O Box numbers may not be used to establish status)

Length of time at this address: 2 years


[Signature] Date: 11/2/2016
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 2nd day of November, 2017.

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

or has produced identification personally known as identification.

 Jennifer Hearn *(Type of identification)*
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF929868
Expires 10/21/2019

[Signature]
Signature of Notary

Jennifer Hearn
Print, Type or Stamp Name of Notary

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

[Signature]
Title or Rank

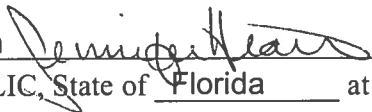
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT


STATE OF Florida)
: SS
COUNTY OF Monroe)

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

By:  _____

Sworn and subscribed before me this
2nd day of November, 2016.

Jennifer Hearn 
NOTARY PUBLIC, State of Florida at Large

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

My Commission Expires: October 21, 2019

CONE OF SILENCE AFFIDAVIT

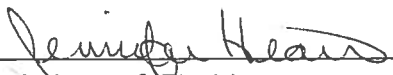
STATE OF Florida)
 : SS
COUNTY OF Monroe)

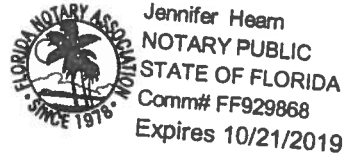
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Sea Tech of the Florida Keys, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive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



Sworn and subscribed before me this

2nd Day of November, 2016.

Jennifer Hearn 
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: October 21, 2019