

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: MOORING FIELD INSPECTIONS/REPLACEMENTS
ITB #001-16

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

Company Name: EARTHTECH ENTERPRISES, INC.
Address: 5425 GOLDEN GATE PARKWAY #3 NAPLES, FLORIDA
Contact Name & Telephone #: CHRIS GEHRING 239-571-0204 34116
Email Address: CG@EARTHTECHENTERPRISES.COM

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 AND BONDS

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 examples of the Performance Bond (Not required as part of this contract) and Payment Bond (Not required as part of this contract) required herein, and 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

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete each six (6) month inspection, in all respects within thirty (30) calendar days.

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 \$100.00 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. (NONE), _____, _____, _____, _____ (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 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.

TOTAL LUMP SUM BASE BID

<u>ITEM</u>	<u>NO. UNITS</u>	<u>UNITS</u>	<u>\$ PER UNIT</u>	<u>TOTAL FOR ONE EVENT</u>
Inspection/ Replacement of mooring system	149	ea	\$ 560	\$ 83,400

Total in Words: EIGHTY THREE THOUSAND FOUR HUNDRED DOLLARS
AND ZERO CENTS

*Note: The above total price for Inspection/Replacement reflects the total cost for one inspection event and any necessary replacements. The award of the contract will be based on this price (lowest/responsive bidder). However, the City will enter into a three (3) year contract for two (2) inspections per year with the lowest/responsive bidder. Additional inspections may be requested at the above price due to storm or other events. The contract may be extended for two (2) year terms following the requirements set forth in the bid document.

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

INSPECTIONS/REPLACEMENTS \$ 83,400

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:

N/A

Name

Street City State Zip

Name

Street _____ City _____ State _____ Zip _____

Name _____

Street _____ City _____ State _____ Zip _____

SURETY

INTERNATIONAL FIDELITY INSURANCE COMPANY whose address is

1037 RAYMOND BLVD NEWARK N.J. 07102-5427
Street ONE RIVERFRONT City State Zip
PLAZA, SUITE 920

BIDDER

The name of the Bidder submitting this Bid is

EARTH TECH ENTERPRISES, INC doing business at

5425 GOLDEN GATE PKWY NAPLES FL 34116
Street #3 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:

CHRISTOPHER GEHRING, PRESIDENT

LISA, GEHRING, VICE PRESIDENT

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 25th day of NOVEMBER 2015.

(SEAL)

EARTHTECH ENTERPRISES,
Name of Corporation INC.

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 3 years.

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

(SEE ATTACHED)

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CGC016677	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

GEHRING, EDWARD J
EARTH TECH ENTERPRISES INC
110 23RD AVENUE N.W.
NAPLES FL 34120



ISSUED: 06/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406190000913

Earth Tech Enterprises Inc.
Customer References

Customer References

Kitson Partners

Mr. Bill Moore, Director of Construction
16980 Livingston Road
Naples, FL 34110
239-206-7899

Barron Collier Companies

Dave Dunnavant, Vice President
2600 Golden Gate Pkwy
Naples, FL 34105
239-262-2600

Pulte Corporation

Michael Hueniken, Land Development Manager
9240 Estero Park Commons Blvd
Estero, FL 33928
239 495 4800

Peninsula Engineering ,Inc.

Mr. David Genson P.E., Vice President
2600 Golden Gate Pkwy
Naples, FL 34105
239-262-2600

YPC Consulting Group

Frank Murati P.E. President
5701 Country Lakes Dr., Suite 3
Fort Myers, FL 33905
239-292-1252

Earth Tech Enterprises Inc. Project Experience Summary

Company	Year	Project	Contract Amount
6900 Airport Road	2014-15	Naples View	\$1,350,000.00
Aggrisource	2002-05	Niomi Drive Pit Excavation	\$3,500,000.00
American Marine Cont.	2009	Palm Beach Material (boulders)	\$306,000.00
	2010	Hideaway Beach Material (boulders)	\$176,000.00
Audubon of Florida	2008	Port Bouganville, Key Largo, Land Restoration	\$398,000.00
	2009	Tower Road, Big Pine, Bird Habitat Restore	\$11,000.00
	2010	Carysfort Marina Wetland Restoration	\$479,000.00
	2011	Castillo Pit Restoration	\$25,000.00
	2011	Chetkin Parcel Restoration	\$30,000.00
	2013	Carysfort Marina Wetland Restoration 2013	\$460,000.00
Ave Maria Development	2010-	South Grove Lake Excavation	\$2,800,000.00
	2010	Papa Joes Restaurant Demo, Islamorada	\$64,000.00
	2013	Ave Maria Gas Station	\$126,200.00
	2013	EMS Station	\$11,400.00
Barron Collier Companies	2010	South Grove Lakes Excavation - Mining	Ongoing
	2011	Papa Joes - Demolition	\$66,000.00
	2012	Traditions at Grey Oaks	\$1,115,000.00
	2014	Creekside East	\$83,356.00
Barry Land Development	2013	Waste Management Crushing	\$27,000.00
	2013	Preferred Concrete Crushing	\$50,000.00
Babcock Property Holdings	2012	Babcock Lake Excavation	\$285,000.00
BCB Homes Inc.	2003-08	Multiple Residential Site Preparation	\$500,000.00
Bonita Grande	2005-08	Bonita Grande Pit Excavation	\$1,500,000.00
C3TS	2011	Dove Creek Wildlife Preserve	\$163,000.00
	2011	Lois Ryan Road Project	\$35,700.00
	2012	Port B	\$2,500.00
	2013	Port B	\$7,500.00
CCC Traditions LLC	2012	Traditions/Villages at Grey Oaks	\$961,540.00

Company	Year	Project	Contract Amount
Centex Corporation	2008	The Quarry Land Development	\$180,000.00
	2008	The Quarry Homesite Land Development	\$500,000.00
	2008	Twin Eagles Homesite Land Development	\$335,000.00
	2009	Miscellaneous Lot & Road Work	\$350,000.00
Center Contracting	2013	Ft. Pierce	\$396,000.00
Charlotte County BOCC	2008	Stump Pass Beach State Park Geo Tube Removal	\$48,500.00
City of Bonita Springs	2009	Island Park Pathway	\$35,000.00
	2009	Windsor Road	\$30,000.00
	2010	Cockelshell Drainage Improvement	\$23,000.00
	2010-11	Road Shoulder Improvements	\$20,000.00
	2010	Rosemary Canal Clean-up	\$23,000.00
	2011	Oak Creek Restoration	\$89,500.00
	2015	Oak Creek Restoration Phase 2	\$207,000.00
City of Key West	2004	Smather's Beach Re-nourishment	\$500,000.00
City of Marco	2008	Hideaway Beach Shore Protection Renourish	\$240,000.00
City of Naples	2003	Naples Beach Seaweed Storm Clean-up	\$12,000.00
	2011	Naples Dog Park	\$73,500.00
Coastal Marine	2011	Esteros Island Beach Restoration	\$80,500.00
Collier Aggregates	2007-11	Immokalee Road Fill Pit Excavation	\$4,500,000.00
Collier County	2001	Parkshore/Hideaway	\$300,000.00
	2002	Naples Beach/Doctor's Pass	\$700,000.00
	2003	Vanderbilt Beach/Pelican Bay	\$500,000.00
	2002	Residences Beach	\$22,000.00
	2008	Rock Road MSTU Material/Regrade	\$27,000.00
	2009	Rock Road MSTU Material/Regrade	\$27,000.00
	2009	Forrest Lakes Drainage	\$160,000.00
	2010	Sugdeon Park	\$18,000.00
	2010	Doctor's Pass Beach Re-nourishment	\$90,000.00
	2014	Beach Renourishment	\$748,000.00
Creekside Commerce	2014	Creekside Commerce Clearing	\$83,360.00
Divosta Homes	2006-08	Village Walk Material and Screening	\$500,000.00
DN Higgins	2008	Curry Hammock State Park Beach Enhancement	\$750,000.00
	2007-08	Gateway Triangle Lake Excavation	\$100,000.00
	2009	Magnolia Pond Stormwater Project	\$44,000.00
	2010	Naples Water Treatment Facility Pond Grade	\$598,000.00
	2011	Popash Creek Preserve Development	\$487,000.00

Company	Year	Project	Contract Amount
DN Higgins Cont.	2011	Injection Well Pond	\$293,000.00
	2011	Key West Ball Parks	\$278,000.00
	2014	LASIP Davis Boulevard	\$950,000.00
	2015	LASIP County Barn Road	\$970,000.00
	2015	Picayune Strand Restoration	\$1,127,000.00
DN Higgins Cont	2011	Poinciana Ball Parks	\$305,000.00
	2011	Lakes Park Water Enhancement	\$138,470.00
	2012	Immokalee Stormwater	\$398,000.00
	2014	Davis Blvd - LASIP	\$889,610.00
D R Horton	2012	Bucks Run Site Development	\$112,000.00
	2012	Savona Bay	\$770,580.00
	2012	DR Horton Office Park	\$137,000.00
	2013	Paloma	\$45,000.00
	2013	Celebration Cape	\$167,000.00
	2014	Creekside	\$48,000.00
	2014-15	Cordera	\$1,000,225.00
	2014-15	Westwood	\$826,940.00
Elias Brothers	2006	Corporate Offices Material, Grading & Paving	\$400,000.00
Florida Design Contractors	2012-13	Immokalee Wastewater Improvements	\$183,800.00
Florida Dirt Source	2005-08	Hampton Park Lake Excavation	\$750,000.00
	2010	Placida Crushing	\$30,000.00
	2010	Turner River Crushing Project	\$55,000.00
	2012	Conalvias Material Excavation	\$500,000.00
Gunderboom	2008	Venice Reef Supply and Deliver Rock	\$1,500,000.00
Habitat Lakes	2009	Bella Terra Lake Reconstruct and Restore	\$105,000.00
	2009	Bella Terra 7A Land Development/Utilities	\$700,000.00
	2009	Bella Terra 4B Land Development/Utilities	\$685,000.00
	2010	Bella Terra 7B Land Development	\$240,000.00
	2011	Bella Terra 4c Land Development	\$432,000.00
	2011	Bella Terra 8A Land Development	\$330,000.00
	2012	Bella Terra 8B Land Development	\$375,000.00
2012	Bella Terra 8C land Development	\$675,000.00	
Hans Papenfuss	2010	Auto Ranch Road Land Development	\$155,000.00
Kyle Construction	2013	Clam Pass Emergency Resoration	\$206,500.00
	2014	Water Plant	\$80,329.50
LaPlaya Golf Club LLC	2012	La Playa Golf Maintenance - Site Remediation	\$325,000.00

Company	Year	Project	Contract Amount
Legends Golf Club	2011	Lake Bank Maintenance	\$53,000.00
Lennar Homes	2004	Heritage Bay Land Development	\$11,000,000.00
	2004-05	Heritage Palms Land Development	\$2,000,000.00
	2003-05	Cypress Woods Land Development	\$1,000,000.00
	2004-06	Stoneybrook at Gateway Land Development	\$2,500,000.00
	2004-05	Westminster Land Development	\$1,000,000.00
Lennar Homes Cont.	2005-06	Greenbriar Construction Infrastructure	\$3,200,000.00
	2006	Matera Roadways and Utilities	\$1,500,000.00
	2006	Trafford Isles Land Development	\$750,000.00
	2007	Lake Bank Reconstruction Rip Rap	\$450,000.00
	2008	Jasmine Lakes Sidewalk	\$40,000.00
	2009	Smokehouse Bay Lake Reconstruction	\$35,000.00
	2010	Heritage Bay Boat Ramps	\$42,000.00
	2010	Heritage Bay Cart Paths & Clubhouse	\$63,000.00
Lotus Construction	2014-15	Mangrove Bay	\$4,100,000.00
Naples Cay	2000-07	Annual Contract 5 Acres Mangrove Trimming	\$65,000.00
Orchards Community	2011	Orchards Lake Bank Construction	\$183,000.00
Peninsula Improvement	2013	Collier Family Farm	\$58,500.00
	2013	Grey Oaks	\$18,900.00
	2013-15	Maple Ridge Phases 1-3	\$3,000,000.00
	2014	Arthrex	\$328,751.00
	2015	Coquina	\$452,000.00
	2015	Middlebrooke Townhomes	\$62,000.00
	2014-15	Arthrex Commerce Park	\$430,000.00
Posen	2012	Colonial / I -75 Road Expansion	\$103,000.00
Prince	2014	I-75 Crushing	\$407,250.00
Prime Homebuilders	2010	Portofino Falls Sinkhole Repair	\$4,000.00
	2010	Portofino Vineyards Land Development	\$189,000.00
Pulte Homes	2006	Orange Blossom Drive Crushing & Screening	\$347,000.00
	2008	Island Walk, Venice, Lake Bank Restore	\$150,000.00
	2010	The Quarry Dock Excavation	\$17,000.00
	2013	Plantation Excavation	\$967,000.00
	2013	Kingsbridge	\$363,000.00
	2013	Verona Walk	\$212,000.00
	2013	Hawthorne	\$1,107,000.00
	2014	Camden Lakes	\$1,132,000.00
	2014	Village Walk	\$285,000.00
	2014-15	Camden Square	\$980,000.00

Company	Year	Project	Contract Amount
Pulte Homes Cont.	2015	Waters Edge	\$125,000.00
	2015	Sommerset Land Development	\$450,000.00
	2015	Golf Course Everglades Material Supply	\$750,000.00
	2015	Dell Webb Golf Course Land Development	\$130,000.00
Renfroe and Jackson	2010	Montenero Condo Planter Reconstruction	\$142,000.00
	2010	The Seasons Condo Material Delivery	\$30,000.00
	2011	San Rafael	\$11,000.00
	2012	Cap Ferrat	\$69,000.00
Schwab Ready Mix	2003	New Plant Construction Site Development	\$1,000,000.00
Severn Trent	2010	Cedar Hammock Golf Course Bridge Restore	\$15,000.00
	2010	Colonial Country Club Lakebank Restore	\$66,000.00
	2011	Colonial Country Club Lakebank Restore	\$18,000.00
	2012	Heritage Greens Drainage Repair	\$7,000.00
Southeast Environmental	2008	Collier Landfill Excavation	\$2,000,000.00
Sorbora Construction	2010	Wiggins Lakes Sanitation Project	\$15,000.00

FLORIDA BID BOND

BOND NO. NA

AMOUNT: \$ NA

KNOW ALL MEN BY THESE PRESENTS, that EARTH TECH ENTERPRISES, INC.

5425 GOLDEN GATE PARKWAY #3, NAPLES, FL 34116

hereinafter called the PRINCIPAL, and INTERNATIONAL FIDELITY INSURANCE COMPANY

a corporation duly organized under the laws of the State of NEW JERSEY

having its principal place of business at 1037 RAYMOND BLVD.

ONE RIVERFRONT PLAZA, STE 920, NEWARK 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 5% OF BID

DOLLARS (\$ 5% OF BID) 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 KEY WEST MOORING FIELD INSPECTION/REPLACEMENT, 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:

KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

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 (Not required as part of 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 25TH day of NOVEMBER, 2015.

PRINCIPAL

By 
CHRISTOPHER GEHRING, PRESIDENT

STATE OF FLORIDA)

SS

COUNTY OF COLLIER)

SURETY

By MATTHEW T SMITH, ATTORNEY IN FACT

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BERNARD F. MCGOVERN, MATTHEW T. SMITH

Fort Myers, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

25th day of November, 2015

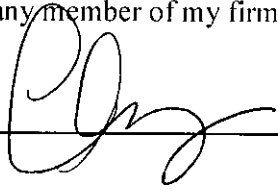
MARIA BRANCO, Assistant Secretary

ANTI-KICKBACK AFFIDAVIT

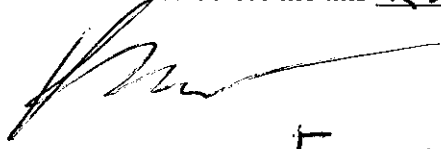
ITB #001-16: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF FLORIDA)
 : SS
COUNTY OF COLLIER)

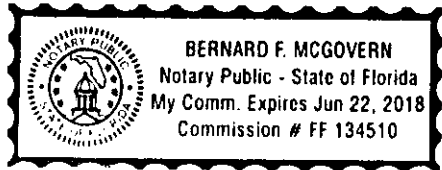
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____ 

Sworn and subscribed before me this 25TH day of NOVEMBER, 2015, 2015.



NOTARY PUBLIC, State of FLORIDA at Large



My Commission Expires: JUNE 22, 2018

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

ITB #001-16: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

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 ITB # 001-16
KEY WEST MOORING FIELD INSPECTION/REPLACEMENT
2. This sworn statement is submitted by EARTHTECH ENTERPRISES, INC.
(Name of entity submitting sworn statement)
whose business address is 5425 GOLDEN GATE PARKWAY #3
NAPLES, FLORIDA 34116
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
59-3679652
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)
3. My name is CHRISTOPHER GEHRING
(Please print name of individual signing)
and my relationship to the entity named above is PRESIDENT
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature)
11-25-15
(Date)

STATE OF FLORIDA
COUNTY OF COLLIER

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

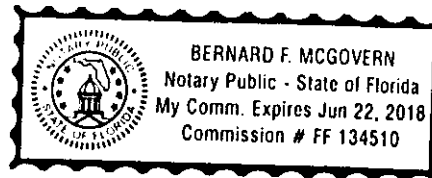
CHRISTOPHER GEHRING who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 25TH day of NOVEMBER, 2015.

My commission expires:

JUNE 22, 2018

[Signature]
NOTARY PUBLIC



INDEMNIFICATION

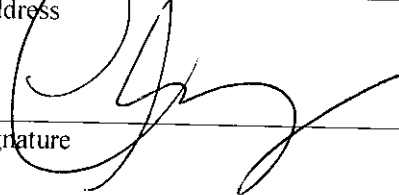
ITB #001-16: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

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: EMTH TECH ENTERPRISES, INC. SEAL:

5425 GOLDEN GATE PARKWAY SUITE 3 NAPLES, FLORIDA
Address 34116


Signature

CHRISTOPHER GEHRING
Print Name

PRESIDENT
Title

DATE: NOVEMBER 25, 2015

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

N/A

ITB #001-16: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

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 _____ Phone: _____

Current Local Address: _____ Fax: _____

(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

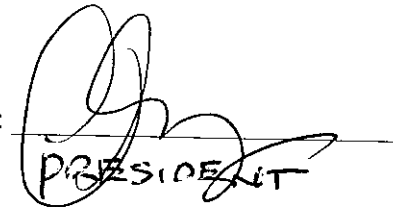
Return Completed form with
Supporting documents to:
City of Key West Purchasing

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT


ITB #001-16: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

STATE OF FLORIDA)
 : SS
COUNTY OF COUSA)

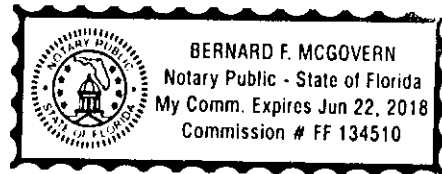
I, the undersigned hereby duly sworn, depose and say that the firm of EMITHTECH ENTERPRISES, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
PRESIDENT

Sworn and subscribed before me this
25TH Day of NOVEMBER, 2015.


NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: JUNE 22, 2018

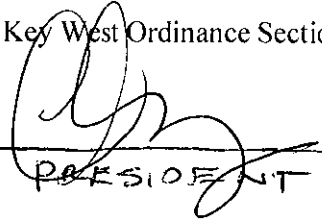


CONE OF SILENCE AFFIDAVIT

ITB #001-16: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

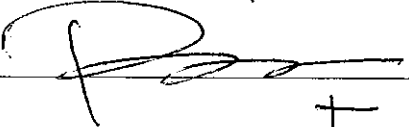
STATE OF FLORIDA)
 : SS
COUNTY OF COLLIER)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of EA CITY TECH ENTERPRISES, 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).


PRESIDENT

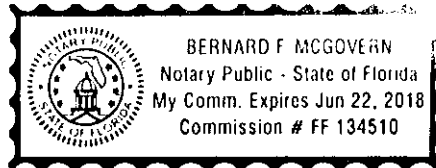
Sworn and subscribed before me this

25th Day of NOVEMBER, 2015.



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: JUNE 22, 2018



- **Sec. 2.773.-Cone of silence**

(a)

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

(1)

Competitive solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2)

Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.

(3)

Evaluation or selection committee means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4)

Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.

(5)

Vendor's representative means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.

(b)

Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

(1)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

(2)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

(3)

Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and

(4)

Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c)

Permitted communications. Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1)

Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;

(2)

Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A)

However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B)

The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

(3)

Oral communications at duly noticed pre-bid conferences;

(4)

Oral presentations before publically noticed evaluation and/or selection committees;

(5)

Contract discussions during any duly noticed public meeting;

(6)

Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7)

Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8)

Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d)

Procedure.

(1)

The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2)

The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(3)

Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee,

official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e)

Violations/penalties and procedures.

(1)

A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.

(2)

In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3)

Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4)

In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5)

If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)