

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

BID FORM

To: The City of Key West

Address: 3140 Flagler Ave. Key West, Florida 33040

Project Title: Mole Pier Fender Replacements

City of Key West Project No.: OM1302 (ITB 13-023)

Bidder's contact for additional information on this Bid:

Company Name: CENTER MARINE CONTRACTING, LLC

Contact Name: Edward Evans

Telephone: 407.333.2306

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.

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

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 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.

CENTER MARINE CONTRACTING, LLC

PURCHASE AND DELIVERY TO
NASKW - TRUMAN WATERFRONT

LOCATIONS (Refer to Drawings)

1 2 3 4 5 6 7 8 9 10 11 12 13

Fenders

Detail	Quan.	Meas.	Unit Cost	Ext.	LOCATIONS (Refer to Drawings)
14' L x 6' Dia. Standard Density Foam Fender	4	ea.	\$ 17,649	\$ 70,596	(1) X X X X
16' L x 6' Dia. Extra High Capacity (EHC) Foam Fender	5	ea.	\$ 24,306	\$ 121,530	(2) X X X X X

Jewelry

(One set per fender = 4 shackles plus two lengths of chain.)

Jewelry set 1 1/2" chain for 14-foot fenders.	6	set	\$ 8,912	\$ 53,472	(3) X X X X X X
Jewelry set 1 1/2" chain for 16-foot EHC fenders.	5	set	\$ 8,912	\$ 44,560	(4) X X X X X

Pad Eyes

(One pair per fender, at six locations. Per Detail Attachment A1)

HDG Steel Fabricated Pad Eyes e/w SS threaded anchors.	12	ea.	\$ 1,850	\$ 22,200	(5) X X X X X X
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Stainless Steel Ladders

(316 SS custom-fabricated ladders e/w mounting hardware.)

316 SS Ladder for 72" Vertical Concrete Wall	1	ea.	\$ 3,860	\$ 3,860	(6) X
316 SS Ladder for 60" Vertical Concrete Wall	1	ea.	\$ 3,260	\$ 3,260	(7) X

INSTALLATION OF THE FOLLOWING

AT NASKW - TRUMAN WATERFRONT

LOCATIONS (Refer to Drawings)

1 2 3 4 5 6 7 8 9 10 11 12 13

Fenders - Installation only (excludes cost of delivered fender above)

14' L x 6' Dia. Standard Density Foam Fender (Use existing fender loc 3 & 4)	6	ea.	\$ 1,000	\$ 6,000	(8) X X X X X X
16' L x 6' Dia. High Density Foam Fender	5	ea.	\$ 1,250	\$ 6,250	(9) X X X X X

Pad Eyes - Installation only (excludes cost of delivered pad eye above)

Install HDG Steel Fabricated Pad Eye.
(Includes epoxy embedment and all misc. mat'ls.)

A1	12	ea.	\$ 250	\$ 3,000	(10) X X X X X X
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Mobilization (for any or all installation items, to include mobilization, bonds, and insurance)

Lump Sum	1		\$	\$ 2,000	(11)
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Total Bid: 336,728

Total Bid in Words (Basis of Award):

THREE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED TWENTY EIGHT DOLLARS 00/100

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:

TITAN MARINE LLC
Name

6803 INDUSTRIAL AVE PORT RICHEY FL 34668
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Surety

GREAT AMERICAN whose address is

301 E 4TH ST. CINCINNATI OH 45202
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Center Marine
Contracting, LLC doing business at
3810 Saint Johns Pkwy. Sanford FL 32771
Street City State Zip

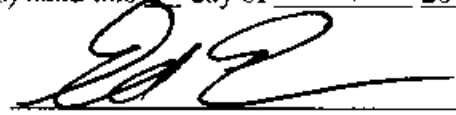
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

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

<u>Edward A. Evans,</u>	<u>Managing Partner</u>
_____	_____
_____	_____

If Sole Proprietor or Partnership, LLC

IN WITNESS hereto the undersigned has set his (its) hand this 7th day of Oct. 2013.

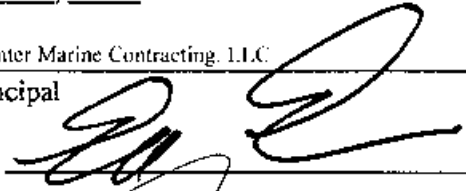
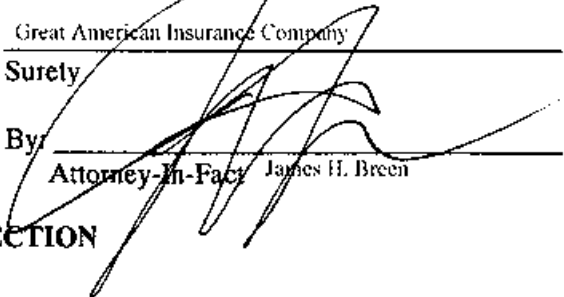


Signature of Bidder
Managing Partner

Title

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 14 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 7th day of October, 2013

Center Marine Contracting, LLC
Principal
By: 
Great American Insurance Company
Surety
By: 
Attorney-in-Fact James H. Breen

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 20393

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES H. BREEN	ALL OF	ALL
M. GARY FRANCIS	LAKE MARY, FLORIDA	\$75,000,000.
AUDREY J. GALLAGHER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **18TH** day of **SEPTEMBER**, 2013
Attest **GREAT AMERICAN INSURANCE COMPANY**



Atty L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **18TH** day of **SEPTEMBER**, 2013, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-18

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **7th** day of **October**, 2013.



Atty L C. B.
Assistant Secretary

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF SEMINOLE)

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: 
Edward Evens, Managing Partner

Sworn and subscribed before me this 7th day of Oct., 2013


NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: _____



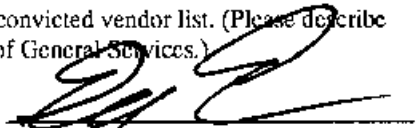
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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)
10-7-2013
 (date)

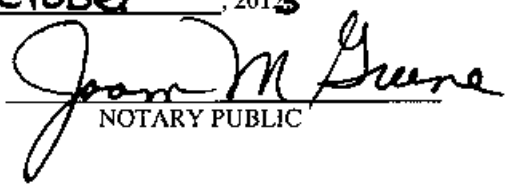
STATE OF Florida
 COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Edward Evans who, after first being sworn by me, affixed his
 (name of individual signing)

signature in the space provided above on this 7th of October, 2013

My commission expires




 NOTARY PUBLIC

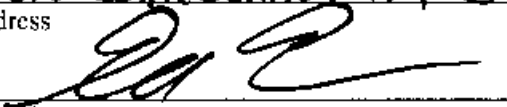
CITY OF KEY WEST INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Center Marine Contracting, LLC SEAL:
3810 Saint Johns Pkwy. Sanford, FL 32771
Address

Signature
Edward Evans
Print Name
Managing Partner
Title

DATE: 10/7/2013

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____, _____

I, Edward Evans, hereby
declare that I am Managing Partner of Center Marine Contracting, LLC
Of 3810 Saint Johns Pkwy. Sanford, FL 32771
and that I am the person responsible within my firm for the final decision as to the price(s) and
amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without
consultation, communication or agreement, for the purpose of restricting competition with any other
contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or
person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid
opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or
person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any
intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion
with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase
of materials or services from any firm or person, or offered, promised or paid cash or anything of
value to any firm or person, whether in connection with this or any other project, in consideration for
an agreement or promise by any firm or person to refrain from bidding or to submit a complementary
bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the
sale of materials or services to any firm or person, and has not been promised or paid cash or
anything of value by any firm or person, whether in connection with this or any other project, in
consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm
with responsibilities relating to the preparation, approval or submission of my firm's bid on this project
and have been advised by each of them that he or she has not participated in any communication,
consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the
statements and representations made in this Declaration.

B. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of
Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a)),

SEPTEMBER 16, 2013

**NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29**

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Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: Center Marine Contracting, LLC (Seal)
BY: Edward Evans, Managing Ptnr. WITNESS: Joan M. Buene
NAME AND TITLE PRINTED
BY: [Signature] WITNESS: Kristine Hays
SIGNATURE

Executed on this 7th day of October, 2013

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:


(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 7th day of October, 2013.

By 
Authorized Signature/Contractor
Edward Evans
Typed Name/Title
Center Marine Contracting, LLC
Contractor's Firm Name
3810 Saint Johns Parkway
Street Address
—
Building, Suite Number
Sanford, FL 32771
City/State/Zip Code
407.333.2306
Area Code/Telephone Number

To:

City of Key West
3140 Flagler Ave.
Key West, FL 33040

RE: Equal Benefits Compliance Declaration
Reference: City of Key West Ordinance 2-799

Company: Center Marine Contracting, LLC
Address: 3810 Saint Johns Pkwy.
Sanford, FL 32771

Phone: 407-333-2306

Pursuant to City Ordinance Section 2-799, Requirements for City Contractors to Provide Equal Benefits for Domestic Partners, Center Marine Contracting, LLC, makes the following declaration:

Center Marine Contracting, LLC makes all benefits available on an equal basis to its employees with spouses and its employees with domestic partners, and to the spouses and domestic partners of employees, in all locations where work on the contracts with the City of Key West is performed, except where Federal Law dictates otherwise. Benefits affected by such regulations include, but may not be limited to, family medical leave, Flexible Spending Accounts, and Health Savings Accounts. Further, the IRS dictates which of these benefits may be taxable.

Please contact Joann Greene at Center Marine with any questions regarding this declaration.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that I am authorized to bind this entity contractually.



Signature of Authorized Person

10/7/2013
Date

Edward Evans

Printed Name of Authorized Person

To:

City of Key West
3140 Flagler Ave.
Key West, FL 33040

RE: Cone of Silence Compliance Declaration
Reference: City of Key West Ordinance 2-773

Company: Center Marine Contracting, LLC
Address: 3810 Saint Johns Pkwy.
Sanford, FL 32771

Phone: 407-333-2306

Pursuant to City Ordinance Section 2-773, "Cone of Silence,"
Center Marine Contracting, LLC makes the following declaration:

Center Marine Contracting, LLC will abide by the above ordinance's requirements in full, and specifically will make no contact, verbal or written, with City Staff, the Mayor, Commissioners related to this solicitation except as specifically allowed by the ordinance.

Please contact Edward Evans at Center Marine with any questions regarding this declaration.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and that I am authorized to bind this entity contractually.



Signature of Authorized Person

10/7/2013
Date

Edward Evans

Printed Name of Authorized Person

AC# 6154287

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060601209

DATE	BATCH NUMBER	LICENSE NBR
06/06/2012	110415620	CGC1520275

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489, F.S.
Expiration date: AUG 31, 2014

EVANS, EDWARD A III
CENTER MARINE CONTRACTING LLC
3810 ST JOHNS PKWY
SANFORD FL 32771



RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW