

# CONTRACT DOCUMENTS FOR:



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**ITB #20-005**

## **DOCK REPAIR & PILING REPLACEMENT KEY WEST HISTORIC SEAPORT**

**DECEMBER 2019**

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**CITY OF KEY WEST**

**MAYOR: TERI JOHNSTON**

**COMMISSIONERS:**

**JIMMY WEEKLEY**

**SAMUEL KAUFMAN**

**BILLY WARDLOW**

**GREGORY DAVILA**

**MARY LOU HOOVER**

**CLAYTON LOPEZ**

**PREPARED BY:  
Port & Marine Services**

A handwritten signature in blue ink, appearing to be the initials "JF", is located in the bottom right corner of the page.

CITY OF KEY WEST

CAROLINE STREET AND BAHAMA VILLAGE  
COMMUNITY REDEVELOPMENT AGENCY (CRA)

KEY WEST, FLORIDA

DOCUMENTS

for

**DOCK REPAIR & PILING REPLACEMENT  
KEY WEST HISTORIC SEAPORT**

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CONSISTING OF:

PROCUREMENT REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
SPECIFICATIONS  
SUPPLEMENTAL INFORMATION

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KEY WEST HISTORIC SEAPORT (KWHS)

DECEMBER 2019



**TABLE OF CONTENTS**

	<u>Page</u>
<b>PART 1 - <u>PROCUREMENT REQUIREMENTS</u></b>	
INVITATION TO BID .....	1
INSTRUCTIONS TO BIDDERS .....	3
BID FORMS .....	10
BID BOND .....	20
ANTI-KICKBACK AFFIDAVIT .....	22
PUBLIC ENTITIES CRIME FORM .....	23
CITY OF KEY WEST INDEMNIFICATION .....	25
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT .....	26
CONE OF SILENCE .....	27
NON-COLLUSION AFFIDAVIT .....	28
LOCAL VENDOR CERTIFICATION .....	29
BIDDER'S CHECKLIST .....	30
<b>PART 2 - <u>CONTRACT FORMS</u></b>	
CONTRACT .....	32
FLORIDA PERFORMANCE BOND .....	34
FLORIDA PAYMENT BOND .....	36
LICENSE REQUIREMENT AND COST .....	38
<b>PART 3 - <u>CONDITIONS OF THE CONTRACT</u></b>	
GENERAL CONDITIONS .....	42
SUPPLEMENTARY CONDITIONS .....	59
<b>PART 4 - <u>SPECIFICATIONS</u></b>	
01001    GENERAL REQUIREMENTS .....	67
01010    SCOPE OF WORK .....	69
01025    MEASUREMENT AND PAYMENT .....	71
01300    SUBMITTALS .....	72
01700    CONTRACT CLOSEOUT .....	75
<b>PART 5 - <u>SUPPLEMENTAL INFORMATION</u></b> .....	78
MATERIALS & LOCATIONS LIST	
PILE LOCATIONS PLAN	
STEEL PILE PLAN	
ENVIRONMENTAL PERMITS	



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**PART 1**

**PROCUREMENT REQUIREMENTS**

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1

## INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) **“DOCK REPAIR & PILING REPLACEMENT – KEY WEST HISTORIC SEAPORT,”** addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on the **18<sup>th</sup> day of December**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package.** Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **“ITB #20-005 DOCK REPAIR & PILING REPLACEMENT – KEY WEST HISTORIC SEAPORT”** addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for wood dock repair and piling replacement within the Key West Historic Seaport. Work will include piling replacement, dock repairs including horizontal and diagonal cross-members, bents and joists and replacement stainless steel hardware per the Scope of Work.

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

**A Mandatory pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on **December 5, 2019 at 2:30 p.m.**

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

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

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

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. City of Key West Business Tax License Receipt

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the

State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

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

The CRA hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

For information concerning the proposed work please contact Karen Olson, Deputy Director, Port and Marine Services by email at [kolson@cityofkeywest-fl.gov](mailto:kolson@cityofkeywest-fl.gov). Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

\* \* \* \* \*

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

#### B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least 8 calendar days prior to Bid opening (**December 10, 2019**)) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### 2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

### 3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CRA. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally, all proposers must meet the minimum qualifications as described in Required Qualifications section.

### 4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

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



5. TYPE OF BID

UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

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 unit price amounts. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 15).

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized



power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in site construction and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification
7. Non-Collusion Affidavit
8. Proof of Required Insurance

E. CITY OF KEY WEST LICENSE REQUIRED

Contractor is required to have a Certified or Registered General Contractors City of Key West license. License fees not to exceed \$410.00. License shall be obtained within ten (10) days of Notice of Award.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under

this Contract, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BID

All BIDS must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all

Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

The Award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. The Owner may award entire Bid or selected line items based on the CRA's best interest and available funds a time of Award.

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids. Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective

workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

C. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

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

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

The term of this contract will be ninety (90) calendar days.

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily



would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

20. 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 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.

21. SALES AND USE TAXES

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

\* \* \* \* \*

**BID FORM**

To: City of Key West, Florida  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **DOCK REPAIR & PILING REPLACEMENT  
KEY WEST HISTORIC SEAPORT**  
Project No.: ITB #20-005

Bidder's person to contact for additional information on this Bid:

Company Name: Jearns Construction Company  
Contact Name & Telephone #: John Jearns 305 401 10310  
305 975 8878  
Email Address: JJearns@JearnsConstruction.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, that he has personally inspected the Project, 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 Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

**CONTRACT EXECUTION**

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish



all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

Type of Insurance	Limits	Comments
Commercial General Liability	\$1,000,000	The proposers may have these coverages combined in 1 policy
Watercraft Liability	\$1,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
USL&H and Jones Act Coverage	\$1,000,000	

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within ninety (90) calendar days.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500.00 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.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

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 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.

UNIT PRICE WORK 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 unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

\* \* \* \* \*

**BID SCHEDULE**

**DOCK REPAIR & PILING REPLACEMENT  
KEY WEST HISTORIC SEAPORT**

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor (including installation), equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization, General/Supp Conditions and Demobilization

a. Mobilization	1	each	\$	<u>25,000</u>	
b. General/Supp. Conditions	1	each	\$	<u>25,000</u>	
c. Demobilization	1	each	\$	<u>3,000</u>	
1	LS	(10% of Construction Cost Max.)	\$		<u>53,000</u>

2. Payment and Performance Bonds

1	LS		\$		<u>18,000</u>
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3. Permit Fees (to be paid at cost)

1	LS		\$		<u>15,000.00</u>
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4. Epoxy Coated Steel Mooring Piles w/ cap, line holder and fender (includes all labor, equipment, disposal and material)

8	EA	Unit Price \$	<u>22,500</u>	TOTAL \$	<u>180,000</u>
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5. 12" dia. x 35' Piles (includes all labor, equipment, disposal and material)

Dock Pile	58	EA	Unit Price \$	<u>5,350</u>	Sub-total \$	<u>310,300</u>
Fender/Mooring Pile	6	EA	Unit Price \$	<u>3,850</u>	Sub-total \$	<u>23,100</u>
			TOTAL	\$	<u>333,400</u>	

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6. Additional 12" dia. x 35' Piles (location TBD) (includes all labor, equipment, disposal and material)

Dock Pile	5	EA	Unit Price \$ <u>5,550</u>	Sub-total \$ <u>27,750</u>
Fender/Mooring Pile	5	EA	Unit Price \$ <u>4,550</u>	Sub-total \$ <u>22,750</u>
				TOTAL \$ <u>50,500</u>

7. 3x8 Horizontal Timbers (includes all labor, equipment, disposal and material)

7'L	3	EA	Unit Price \$ <u>570</u>	Sub-total \$ <u>1,710</u>
8'L	1	EA	Unit Price \$ <u>680</u>	Sub-total \$ <u>680</u>
10'L	8	EA	Unit Price \$ <u>790</u>	Sub-total \$ <u>6,320</u>
11'L	2	EA	Unit Price \$ <u>1,000</u>	Sub-total \$ <u>2,000</u>
12'L	2	EA	Unit Price \$ <u>1,110</u>	Sub-total \$ <u>2,220</u>
15'L	5	EA	Unit Price \$ <u>1,220</u>	Sub-total \$ <u>6,100</u>
				TOTAL \$ <u>19,630</u>

8. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)

12'L	8	EA	Unit Price \$ <u>850</u>	TOTAL \$ <u>6,800</u>
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9. Timber Supports w/ hardware (includes all labor, equipment, disposal and material)

3	EA	Unit Price \$ <u>630</u>	TOTAL \$ <u>1,890</u>
---	----	--------------------------	-----------------------

10. 26" x 1/2" dia. SS All-Thread Hardware Assembly w/ 2x Nuts and Washers (includes all labor, equipment, disposal and material)

550	EA	Unit Price \$ <u>94</u>	TOTAL \$ <u>51,500</u>
-----	----	-------------------------	------------------------

11. 8" x 1/2" dia. SS Epoxy Anchor Bolts (includes all labor, equipment, disposal and material)

22	EA	Unit Price \$ <u>108</u>	TOTAL \$ <u>2,370</u>
----	----	--------------------------	-----------------------

12. Conical PVC/HDPE Pile Caps (includes all labor, equipment, disposal and material)

10	EA	Unit Price \$ <u>110</u>	TOTAL \$ <u>1,100</u>
----	----	--------------------------	-----------------------

13. Remove and Re-install Utility Pedestal (includes all labor, equipment and material)

2 EA Unit Price \$ 1,500 TOTAL \$ 3,000

14. Remove and Re-install Electrical Transformer (includes all labor, equipment and material)

1 EA Unit Price \$ 4,000 TOTAL \$ 4,000

15. General Allowance (only to be used with Owner's written approval)

1 LS \$ 35,000.00

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 15

\$ 774,590

Seven Hundred Seventy Four Thousand Five Hundred Ninety  
Dollars & 0/100 Cents  
(amount written in words)

**NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD**

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

General Conditions 53,000

Pipe Pile 180,000

Wood Pile 383,900

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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:

Electrical  
Portion of Work

Nearshore Electric  
Name

5680 1<sup>st</sup> Ave #15, Key West, FL, 33040  
Street City State Zip

Plumbing & Fire  
Portion of Work

Gary's Plumbing & Fire, Inc  
Name

6409 2<sup>nd</sup> Terrace #1, Key West, FL, 33040  
Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip



SURETY

The Hartford whose address is  
200 Colonial Center Parkway, Suite 500  
Street Lake Mary, FL City State 32746 Zip  
4075623487 Tim Holicky  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Teams Construction Company  
(see above) doing business  
at #206B  
2550 South Beechwood Dr Miami FL 33133  
Street City State Zip  
Teams@TeamsConstruction.com  
email address

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:

Name	Title
<u>Charles S. Teams</u>	<u>President / CEO</u>
<u>James B. Sullivan</u>	<u>COO</u>
<u>John W. Teams</u>	<u>CFO</u>
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

N/A

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 18<sup>th</sup> day of December 2019.

(SEAL)



Kearns Construction Company

Name of Corporation

By [Signature]

Title CFO

Attest [Signature]  
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

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

*See attached*

\* \* \* \* \*



# KEARNS

CONSTRUCTION CO • CGC 060194

Completed Projects:  
 Kearns Construction Company / CGC 060194  
 December 18, 2019  
 Subject: Completed Projects

Description	Contract Amount	Completion Date	% Completed by Kearns
<b>City of Key West</b> Seawall @ Half Shell Raw Bar Owner: City of Key West / Karen Olson Telephone: 305 849 2348 Engineer: Tetra Tech Telephone: 772 781 3440	\$431,000	November 2017	100%
<b>City of Key West</b> Owner: City of Key West / Karen Olson Telephone: 305 849 2348 Engineer: Tetra Tech Telephone: 772 781 3440	\$1,700,000	January 2020	90%
<b>Port of Miami Tunnel</b> Dodge Island Marine Excavation And Tremie Concrete – Largest in North America Owner: FDOT Contractor: BCWF / Pier Pascual, Joe Folco Telephone: 305 894 1800 / Cell: 305 632 2243 Engineer: Jacobs Engineering Telephone: 305 471 4753	\$3,000,000	April, 2012	75% by Kearns
<b>Port of Miami Tunnel</b> Dodge Island Marine Excavation And Tremie Concrete – Second Largest in North America Owner: FDOT Contractor: BCWF / Pier Pascual, Joe Folco Telephone: 305 894 1800 / Cell: 305 632 2243 Engineer: Jacobs Engineering Telephone: 305 471 4753	\$2,000,000	July, 2011	75% by Kearns
<b>Port Miami Tunnel</b> Sheet Pile Installation for Flood Gates / Sheet Piles Owner: FDOT Contractor: BCWF / Pier Pascual, Joe Folco Telephone: 305 894 1800 / Cell: 305 632 2243	\$200,000	April, 2012	100% by Kearns



# KEARNS

CONSTRUCTION CO • CGC 060194

**Port Miami** 1,800,000 February, 2014 75% by Kearns  
Reef Ball Marine Mitigation  
Owner: Port Miami  
Art T. & Juan B.  
954 803 1909  
Engineer (Tim Blankenship): Coastal Systems International  
Telephone: 305 661 3655 (Tim B.: 305 525 6472)

**Island Gardens** 2,800,000 June 2016 100% by Kearns  
Mega Yacht / Marine Mitigation  
Commercial Dive  
Sand & Reef Ball  
Jon Wainwright Owner  
Watson Island, Miami, Florida  
561 371 9684  
Engineer (Tim Blankenship): Coastal Systems International  
Telephone: 305 661 3655

**Port Miami** \$50,000 May, 2013 100% by Kearns  
Bimini Super Fast Fenders Installation  
Owner / Engineer: Port Miami  
Art T., Robert Stebbins, Juan Bergouignan  
Telephone: Cell: 954 803 1909, Office: 305 347 4974  
Office: 786 268 5159, Cell: 305 794 2673

**Port Miami** \$70,000 June, 2012 75% by Kearns  
Passenger Boarding Bridge  
Owner: Port Miami  
Art T., Robert Stebbins, Juan Bergouignan  
Telephone: Cell: 954 803 1909, Office: 347 4974  
Office: 786 268 5159, Cell: 305 794 2673

**Port Miami**  
Passenger Boarding Bridge \$95,000 June, 2013 75% by Kearns  
Owner: Port Miami  
Art T., Robert Stebbins, Juan Bergouignan  
Telephone: Cell: 954 803 1909, Office 347 4974  
Office: 786 268 5159, Cell: 305 794 2673

# KEARNS

CONSTRUCTION CO • CGC 060194

<p><b>City of Miami Pile Installation</b> \$600,000  Dinner Key  City Marina Manager: Steven Bogner  305 579 6980</p>	<p>Various Dates</p>	<p>100% by Kearns</p>
<p><b>Rickenbacker Marina</b> \$3,300,000  New Boat Launch &amp; Docks  Owner: Aabad Melwani  Telephone: 305 761 7720  Engineer: Ocean Consulting  Telephone: 305 457 5573</p>	<p>March 2012</p>	<p>100% by Kearns</p>
<p><b>Rickenbacker Marina</b> \$466,000  750' Seawall Sheet Pile  Owner: Aabad Melwani  305 761 7720  Engineer: Ocean Consulting  Telephone: 305 457 5573</p>	<p>January 2011</p>	<p>100% by Kearns</p>
<p><b>River Cove Marina</b> \$2,000,000  80 Slip Marina: Dredge, Docks &amp; Seawall  Sheet Piles  Owner: Robert W. Christoph Sr.  Engineer: Kevin McCabe, P.E.</p>	<p>January, 2008</p>	<p>100% by Kearns</p>
<p><b>Ocean Reef Club</b> \$150,000  New Piles for Floating Dock Installation  D Dock &amp; H Dock – 90 Slips  Steve Ryder / Bellingham Marine  Telephone: 904 613 2331  Engineer: Bellingham Marine  Telephone: 904 613 2331</p>	<p>September, 2011</p>	<p>100% by Kearns</p>
<p><b>Ocean Reef Club:</b> \$1,100,000  Marine Demo &amp; Floating Dock Installation  E Dock and F Docks &amp; Marina Village – 110 Slips  Steve Ryder / Bellingham Marine  Telephone: 904 613 2331  Engineer: Bellingham Marine  Telephone: 904 613 2331</p>	<p>October 2015</p>	<p>85% by Kearns</p>



# KEARNS

CONSTRUCTION CO • CGC 060194

<p><b>Ocean Reef Club</b>                      \$650,000          Marine Demo &amp; Floating Dock Installation          Marina Village Phase III &amp; Marine Max          Steve Ryder / Bellingham Marine          Telephone: 904 613 2331          Engineer: Bellingham Marine          Telephone: 904 613 2331</p>	<p>September 2019</p>	<p>100% by Kearns</p>
<p><b>KAYWAMA</b>                                \$860,000          Key Largo Marina (70 Slips)          Demolition and Pile Installation          John McCain P.E</p>	<p>February, 2008</p>	<p>100% by Kearns</p>
<p><b>Cocoplum Marina</b>                      \$200,000          Pile Work &amp; Police Dock          Dock Master: Captain Harris          305 788 7353</p>	<p>March, 2011</p>	<p>100% by Kearns</p>
<p><b>Residences at Vizcaya</b>                \$360,000          New 12 Slip Marina          New Sheet Pile Toe Wall          Engineer: Ocean Consulting          Telephone: 305 457 5573</p>	<p>February, 2009</p>	<p>100% by Kearns</p>
<p><b>Monty's in the Grove</b>                  \$340,000          Hurricane Repair          Owner: Robert W. Christoph Sr.          Engineer: Kevin McCabe</p>	<p>February, 2008</p>	<p>100% by Kearns</p>
<p><b>Monty's in the Grove</b>                  \$6,500,000          Dock Replacement          Owner: Jose Hevia / Prime Marina          Engineer: Kirk Lofgren / Ocean Consulting          Cell: 305 457 5573</p>	<p>January, 2019</p>	<p>100% by Kearns</p>
<p><b>City of Miami Beach seawalls</b>      \$580,000          Sheet Pile Seawall          Prime Contractor: EnviroWaste          Jose Ferre          786 365 0635          Engineer: Ocean Consulting          Telephone: 305 457 5573</p>	<p>April, 2011</p>	<p>100% by Kearns</p>

<b>City of Miami Beach / Fleet Management</b> \$1,200,000	Winter 2018	100% by Kearns
New Combi Wall – Underwater Welding Owner: City of Miami Beach David Gomez (Project Manager) Office: 305 673 7071 Engineer (Christina Aquino / BCC Engineers) Telephone: 305 670 2350		
<b>Ray Herman – Floating Dock</b> \$50,000	September, 2007	100% Kearns
Floating Dock at Private Home / Key Largo Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331		
<b>CRYC – Floating Docks</b> \$50,000	January, 2007	100% Kearns
General Manager: Jim Van Buren Carter: Dock Master 305 858 1733		
<b>Stock Island Marina Village</b> \$1,000,000	January, 2012	100% by Kearns
Demo, Piles & Floating Docks – 120 Slips Owner: Mathew Shrunk 305 294 2288 Engineer: Bellingham Marine Telephone: 904 613 173		
<b>City of Miami Floating Docks</b> \$147,000	August, 2013	100% by Kearns
United States Sailing Center Project Manager: Carlos Vasquez 786 376 5480 Engineer: Coastal Systems International (Tim Blankenship) Telephone: 305 661 3655 (Tim B.: 305 525 6472)		
<b>City of Miami Floating Docks</b> \$328,000	June, 2014	100% by Kearns
Dinner Key Marina / Spoil Island E Project Manager: Carlos Vasquez 786 376 5480 Engineer: Coastal Systems International (Tim Blankenship) Telephone: 305 661 3655 (Tim B.: 305 525 6472)		



**Saxony – Cofferdam / Tremie**    \$1,600,000                      August, 2015                      75% by Kearns  
Tyler Dillon: Project Manager / Owners Rep  
239 340 8526  
Location: 34<sup>th</sup> Street & Collins, Miami Beach  
Engineer: Robert Samara, PE  
305 9342 220

**Marina Palms New Marina**        \$7,200,000                      November, 2015                      90% by Kearns  
116 Sip Marina, Sheet Pile Seawall  
with floating dock and fixed docks  
Commercial Dive and Demo exiting steel 200 ton boat lift  
Ed Bec: Project Rep  
305 454 3214  
Engineer: Coastal Systems International (Tim Blankenship)  
Telephone: 305 661 3655 (Tim B.: 305 525 6472)

**Ocean Reef Floating Docks**        \$1,100,000                      August, 2015                      90% by Kearns  
Key Largo, Florida  
Commercial Dive Pile and Dock Demo  
Steve Ryder: BMI  
904 613 2331  
Engineer: Bellingham Marine  
Telephone: 904 613 2331

**Elliott Key Park Pier - NPS**        \$1,070,000                      January, 2016                      100% by Kearns  
Tim Gabriel: Project Manager  
Telephone: 919 625 0106  
National Parks Service / SE Regional Office: Tim Bemisderfer  
Telephone: 404 507 5705 or 404 316 0603  
Engineer: Olin Hydrographic / David Olin  
Telephone: 305 619 2800

**Elliott Key Marina Rebuild – NPS** \$350,000                      March, 2014                      100% by Kearns  
40 Slip Marina  
Tim Gabriel: Project Manager  
Telephone: 919 625 0106  
National Parks Service / SE Regional Office: Tim Bemisderfer  
Telephone: 404 507 5705 or 404 316 0603  
Engineer: Olin Hydrographic / David Olin  
Telephone: 305 619 2800

# KEARNS

CONSTRUCTION CO • CGC 060194

<p><b>Miami River Ship Terminal</b>      \$200,000</p> <p>400' Sheet Pile Wall Install          Owner: Bruno Ramos          Cell: 305 491 7172</p>	<p>Summer, 2007</p>	<p>100% by Kearns</p>
<p><b>Camp Biscayne</b>      \$450,000</p> <p>Dredge, Seawall &amp; Sheet Piles          Owner's Rep.: Kirk Lofgren / Ocean Consulting          Cell: 305 457 5573</p>	<p>summer 2009</p>	<p>100% by Kearns</p>
<p><b>Norris Cut Sewer Tunnel</b>      \$900,000</p> <p>Access Shaft 42' dia. X 100' deep          Virginia Key, Florida, Commercial Dive          Deepest Shaft and Tremie in Florida          Nicholson Construction          Eloy Ramos          Robert Stebbins - MDWAS          Cell: 412 715 3265          Engineer: Robert Samara          Phone: 305 934 2220</p>	<p>Winter, 2015</p>	<p>75% by Kearns</p>
<p><b>Seawall for Big Fish, Mia River</b>      \$385,000</p> <p>400' of concrete panel seawall          By His Grace Construction          Elliot Rodriguez          Telephone: 305 642 3520</p>	<p>Summer 2012</p>	<p>100% by Kearns</p>
<p><b>Remove Venetian Causeway</b>      \$150,000</p> <p>Miami, Florida          Commercial Dive &amp; Demo 150,000 pound concrete and steel foundations          Chuck Gillette / Construction Manager          GLF Construction          239 672 9163</p>	<p>Winter 2015</p>	<p>100% by Kearns</p>
<p><b>Hillsboro Bridge</b>      \$150,000</p> <p>Hillsboro, Florida          Foundation Stabilization – Concrete Matts / Commercial Diving          PCL Civil Constructors          Ricardo Baraybar          P 561 253 6995</p>	<p>Summer 2016</p>	<p>100% by Kearns</p>



# KEARNS

CONSTRUCTION CO • CGC 060194

**Flagler Memorial Bridge**      \$1,200,000      Spring 2017      100% by Kearns  
Palm Beach, Florida / Commercial Diving      Phase II - Current  
Demo Existing Bridge  
PCL Civil Constructors  
Eugene Santiago  
P 561 253 6995 C 813 376 6305

**Miami River Lobster Docks**      \$1,000,000      Various Dates      100% by Kearns  
Five Different Projects / Sheet pile Seawalls, Shoreline Stabilization and Commercial Docks  
Manny Prieguez (Owner)  
Cell: 305 345 9070  
Ocean Consulting / Kirk Lofgren (cell): 305 457 5573

**Key Biscayne Yacht Club**      \$2,100,000      Spring 2017      85% by Kearns  
Remove Replace North Dock, Sheet Pile Seawall, Dredge, Floating Docks  
Christine Stewart – Marina Manager / KBYC  
Office: 305 361 8229 Cell: 954 562 7288

**Miami Dade County Channel Markers**      \$80,000      Various      100% by Kearns  
Mike Page / Miami Dade County  
Cell: 305 297 8991

**Margaritaville Resort and Marina**      \$700,000      2017      100% by Kearns  
Ship Fender Installation & Pipe Pile Driving  
Owner: Jim Vernon  
Cell: 305 304 1812

**Fisher Island Mega Yacht Marina**      \$1,200,000      2018      100% by Kearns  
Remove Fixed Docks and Replace with Floating Docks (Demo & Install)  
Client: Bellingham Marina / Steve Ryder  
Cell: 904 613 2331

**Sunset Island Utilities Removal**      \$2,300,000      2019      50% by Kearns  
Remove underwater utilities  
Client: Jim Vernon  
Cell: 305 304 1812



**Current Projects (12/18/2019):**

**Dinner Key Marina** \$23,000,000

Rebuild 583 Slip Marina  
Client: City of Miami  
Project Representative: Robert Fenton  
Cell: 786 263 2133

**Pier 5 Reconstruction** \$2,500,000

Rebuild Pier 5 at Miamarina (Bayside)  
Client: City of Miami  
Project Representative: Maria Busto  
Cell: 786 376 3177

**Historic Seawall / City of Key West** \$1,700,000

Seawall repair / replacement  
Client: City of Key West  
Project Representative: Karen Olson  
Cell: 305 849 2348

**Five Other Marine Projects:** \$2,600,000





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:

**ITB #20-005**

**DOCK REPAIR & PILING REPLACEMENT**

**KEY WEST HISTORIC SEAPORT**

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 18th day of December, 2019.

~~Kearns Construction Company~~

By John Kearns  
PRINCIPAL

Hartford Fire Insurance Company

SURETY

By [Signature]  
Attorney-In-Fact - Charles J. Nielson

[Signature]

# POWER OF ATTORNEY

**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC  
 Agency Code: 21-229752

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 18, 2019  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

*[Handwritten mark]*

**ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )

: SS

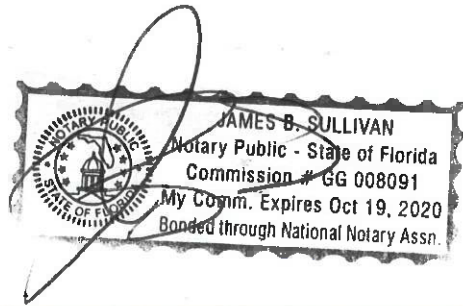
COUNTY OF Dade

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: John Kearns - CFO / Kearns Construction Co

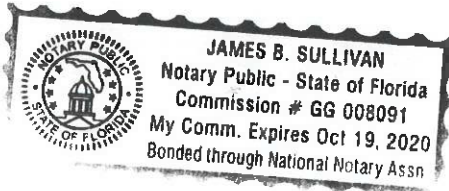
Sworn and subscribed before me this 18 day of December 2020

NOTARY PUBLIC, State of Florida at Large



My Commission Expires:

10/19/2020



\* \* \* \* \*

12

**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 Dock Repair & Piling Replacement, Key West Historic Seaport  
FTB # 20-005
2. This sworn statement is submitted by Kearns Construction Company  
(name of entity submitting sworn statement)  
whose business address is 2550 South Bayshore Drive #206B  
Milwaukee, FL 33133  
and (if applicable) its Federal Employer Identification Number (FEIN) is 77-0615005

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

3. My name is John Kearns  
(please print name of individual signing)  
and my relationship to the entity named above is CFO

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

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



7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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.)

No →  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.)

No →  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.)

No →  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.)

John Kearns  
(signature)

12/18/2019  
(date)

STATE OF Florida

COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

John Kearns  
(name of individual signing)

who, after first being sworn by me, affixed his/her

signature in the space provided above on this

18<sup>th</sup>

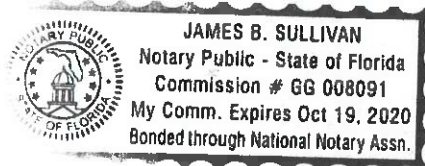
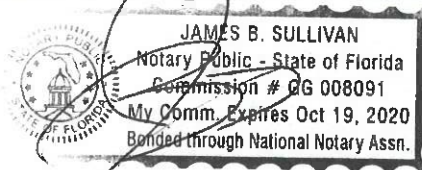
day of

December

, 2020

My commission expires:

10/19/2020



NOTARY PUBLIC

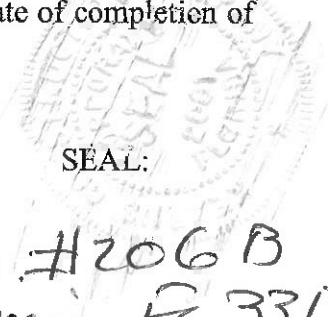
JS



**CITY OF KEY WEST INDEMNIFICATION FORM**

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: Kearns Construction Co SEAL: 

Address  
2550 South Beecher Dr. #206 B

Signature John Kearns Miami, FL 33133

Print Name  
John Kearns

Title  
CEO

DATE: \_\_\_\_\_

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Dade )

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

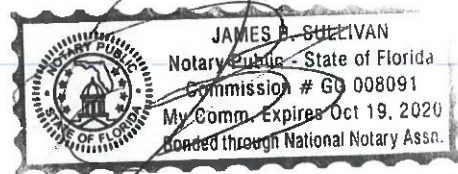
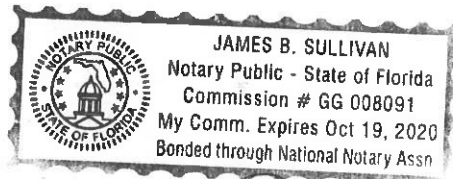
By: John Keans - CFO / Keans Construction Co

Sworn and subscribed before me this 18 day of December 2020

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

10/19/2020



\* \* \* \* \*

J

**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )

: SS

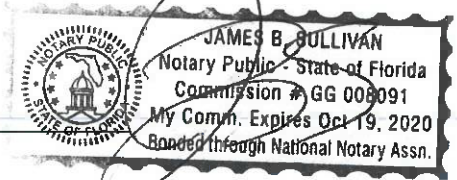
COUNTY OF Dade )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Kearns Construction Co have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: [Signature] CFO/Kearns Construction Co

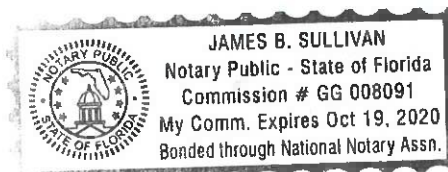
Sworn and subscribed before me this

18 day of December 2020.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 10/19/2020



[Signature]



N/A - Jct

**LOCAL VENDOR CERTIFICATION  
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances 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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced \_\_\_\_\_ 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

## BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Non-Collusion Affidavit; Proof of Required Insurance

\* \* \* \* \*





**PORT & MARINE SERVICES**  
201 William Street  
Key West, FL 33040

**ADDENDUM NO. 2**

**DOCK REPAIR & PILING REPLACEMENT  
KEY WEST HISTORIC SEAPORT  
ITB #20-005**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**QUESTIONS and CLARIFICATIONS:**

1. What is the budget?

**Owner's estimate is \$600,000**

2. When coordinating with the dockmaster to remove boats, how much notice is needed for boat owners? How long can they be moved for?

**Contractor should anticipate one week's notice for relocation. Duration to be determined by type of work to be performed**

3. Where is the staging area?

**Staging area located water side of Trumbo Road. Contractor should store as much material possible on barge.**

4. Will/may sections of the dock be closed to pedestrians while working?

**Key West Bight is a fully operational marina, maintaining dock access is imperative. Any temporary closures must be coordinated with Marina Staff. Overnight closures are not anticipated**

5. Can we use electricity on the docks, or do we have self-sustained?

**Contractor responsible for their own power**

*J*

6. Are there only certain hours and days we can work? Can we work Saturday's & Sunday's?

City Noise Ordinance provides exceptions for construction noise. However, construction noise is limited to the hours 8:00am to 7:00pm Monday through Friday, and 9:00am to 5:00pm on Saturday. No work shall be performed on Christmas Day or New Year's Day

7. Please clarify the liquidated damages.

If the contractor fails to complete the work within the contracted time or extended contracted time, liquidated damages shall be imposed.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

John Deans

Signature

Deans Construction Co.

Name of Business

CFO

12/18/2019

305 975 8878

Ta

RECEIVED

DEC 04 2019



KEARNS CONSTRUCTION CO.

PORT & MARINE SERVICES  
201 William Street  
Key West, FL 33040

ADDENDUM NO. 1

DOCK REPAIR & PILING REPLACEMENT  
KEY WEST HISTORIC SEAPORT  
ITB #20-005

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL:

1. The Mandatory Pre-Bid Meeting is **cancelled**. All requests for information (RFI) must be submitted, in writing, no later than December 10, 2019.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

[Handwritten Signature]

Signature

Kearns Construction Co.

Name of Business

CFO

12/18/2019

305 975 8870

[Handwritten mark]

Key West Seawall - Dock Repair & Piling Replacement  
December 18, 2019 - **FINAL**

Kearns Construction Company  
4101 Braganza Avenue  
Miami, Florida 33133  
Telephone: 305-461-0310

Description	Quantity	Units	Labor	Material	Sub / Rental	Total	Comments	Unit Price	Total:
<b>1 Mob, General / Supp &amp; Demob</b>									
Mobilization	1		25,000	0	0	25,000			
Housing	3 months		0	0	2,000	2,000			
Living and Travel	3 months		0	0	2,000	2,000			
Fuel	1 LS		0	1,000	0	1,000			
Equipment	3 months		0	0	2,000	2,000			
Turbidity Screens	1 LS		5,000	3,000	0	8,000			
Demob	1 LS		3,000	0	0	3,000			
Insurance	1 LS		0	0	10,000	10,000			53,000
<b>Subtotal (10% Max Total Cost of Job):</b>									
									53,000
<b>2 Bonds</b>	1	LS	0	0	18,000	18,000			18,000
<b>3 Permit Fees</b>	1	LS	0	0	15,000	15,000			15,000
<b>Subtotal:</b>									33,000
<b>4 Epoxy Coated Steel Mooring Piles</b>	8	EA	120,000	50,000	10,000	180,000		22,500	180,000
<b>5 12" dia. X 35' PT piles</b>									
Dock Piles	58	EA	260,000	20,300	30,000	310,300		5,350	310,300
Fender / Mooring piles	6	EA	20,000	2,100	1,000	23,100		3,850	23,100
									333,400

*fees*



RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**KEARNS, CHARLES SWANSON**

KEARNS CONSTRUCTION COMPANY  
4101 BRAGANZA AVE  
MIAMI FL 33133

LICENSE NUMBER: CGC060194

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

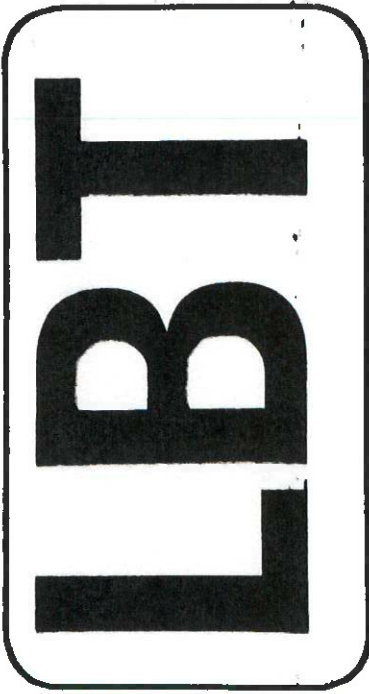


004378

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL-- DO NOT PAY



5342050

**BUSINESS NAME/LOCATION**

KEARNS CONSTRUCTION COMPANY  
2550 SOUTH BAYSHORE DR STE 206 B  
MIAMI FL 33133

**RECEIPT NO.**

RENEWAL  
4363131

**EXPIRES**

**SEPTEMBER 30, 2020**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

KEARNS CONSTRUCTION COMPANY  
C/O JOHN KEARNS

Worker(s) 1

**SEC. TYPE OF BUSINESS**

196 GENERAL BUILDING CONTRACTOR  
CGC060194

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 07/16/2019  
CHECK21-19-058830

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)





City of Miami

NOT TRANSFERRABLE OR VALID AT ANOTHER ADDRESS  
UNLESS APPROVED BY THE FINANCE DEPARTMENT  
CITY OF MIAMI 444 S.W. 2 AVE 6<sup>TH</sup> FLOOR, MIAMI, FL 33130  
PHONE (305)476-1918

**THIS IS NOT A BILL  
DO NOT PAY**

**Effective Year Oct. 1 2019 Thru Sep. 30 2020**

RECEIPT FOR KEARNS CONSTRUCTION COMPANY

ISSUED Oct 01, 2019 TOTAL FEE PAID 131.00

ACCOUNT NUMBER 161203  
RECEIPT NUMBER 185372  
NAME OF BUSINESS KEARNS CONSTRUCTION COMPANY  
DBA  
LOCATION 2550 S BAYSHORE DR 206B

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license or permits that may be required by law.  
This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein.  
The document indicates payment of the business tax receipt only.

**2020**

IS HEREBY IN COMPLIANCE  
TO ENGAGE IN OR MANAGE  
THE OPERATION OF: ADMINISTRATIVE OFFICE

Adele Valencia  
Code Compliance Director

*[Handwritten mark]*