

BID DOCUMENTS
For
ITB #010-16
SAILFISH PIER REPLACEMENT,
CITY MARINA AT GARRISON BIGHT

KEY WEST, FLORIDA
MONROE COUNTY



Mayor:	Craig Cates
Commissioners:	Jimmy Weekley
	Samuel Kaufman
	Billy Wardlow
	Richard Payne
	Margaret Romero
	Clayton Lopez
City Manager:	James Scholl

Key West Project # GB1503

Stantec Project No.: 215612745

JANUARY 2016

Bid Set



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INVITATION TO BID

Sealed bids for the City of Key West, City Marina at Garrison Bight, will be received at the Office of the City Clerk, City of Key West, 3126 Flagler Ave., Key West Florida, 33040 until **3 p.m., 23rd day of March 2016**, 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, and two (2) flash drives each, with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside **"BID FOR GB1503: SAILFISH PIER REPLACEMENT ITB#010-16"** addressed and delivered to the City Clerk at the address noted above.

The project proposes to demolish the existing concrete and wood Sailfish Pier and replace it with a new floating dock, approximately 210 feet in length, with ten 35ft long finger piers (with up to 17 slips). The proposed facility is located between Palm Avenue Causeway and N. Roosevelt Blvd at Garrison Bight. The floating dock facility will include potable water, fire protection, electrical and sanitary sewer systems, and will be access from the south via a new gangway ramp from the existing adjacent concrete / paver walkway.

Drawings and Specifications may be obtained from Demand Star by Onvia and the City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov.

A **Mandatory Pre-Bid meeting** will be held at the City Marina at Garrison Bight Dockmaster Office, 1801 N Roosevelt Blvd, Key West, Florida on March 9, 2016 at 2:30 PM.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to furnish documentation showing that he is 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. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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 he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West within 10 days following the Notice of Award:

- A. City of Key West Business Tax License Receipt.
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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 CITY 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 CITY to evaluate the Bidder's qualifications.

For information concerning the proposed work, contact Karen Olson, Deputy Port and Marine service director by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

Dated this ___ day of _____ 20__.

CITY OF KEY WEST

By _____
James Scholl, City Manager

* * * * *



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

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 10 calendar days prior to bid opening) 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 Bid, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

C. DRAWINGS

Details of construction are bound separately.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the Owner.

Bidders must hold or obtain all licenses or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.



4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Information derived from inspection of topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the Site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder 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, burning and nonburning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

Bidders shall submit a Bid on lump sum basis as set forth in the Bid Form.

The Lump Sum Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.



6. PREPARATION OF PROPOSALS

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 figures where required. No changes shall be made in the phraseology of the forms. 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. DESCRIPTION OF SUPPLIERS

The manufacturer name, trade name, brand name, or catalog number used in the Specifications is for the purpose of describing and establishing equipment that has been presented for this Project. Other equipment will not be accepted.

C. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If 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.

D. 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 marine construction similar to this project. Such experience record shall provide at least five current or recent projects of similar work, preferably within Florida or the southeastern United States. 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.

E. ATTACHMENTS

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

1. Anti Kickback Affidavit.
2. Public Entity Crimes.
3. Key West Indemnification Form.
4. Domestic Partner Affidavit.
5. Local Vendors Form.
6. Cone of Silence Affidavit.

H. ANTI-KICKBACK AFFIDAVIT

The Bidder shall submit a signed and notarized Anti-Kickback Affidavit with Bid on the form provided herein.

G. PUBLIC ENTITY CRIMES

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



H. KEY WEST INDEMNIFICATION FORM

The Bidder shall submit a signed and the Key West Indemnification Form with Bid on the form provided herein.

I. DOMESTIC PARTNER AFFIDAVIT

The Bidder shall submit a signed and notarized Domestic Partner Affidavit with Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the Owner 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. LOCAL PREFERENCE

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

9. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith. The Bidder shall submit one **(1) original, two (2) FLASH DRIVES WITH A SINGLE PDF FILE OF THE FULL PROPOSAL** and all required bonds, attachments, and forms.

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.



10. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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.

11. 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 5 percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 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.

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.

12. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner 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 Bids they accompanied.

13. AWARD OF CONTRACT

The award will be made under one Contract by the Owner on the basis of the total Base Bid from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus either of the alternates or elect to award the Base Bid only.

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 calendar days after the opening of Bids.

The Owner reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

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 Owner, 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 Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, 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.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent in state which work is being performed) 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 Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization, labor equivalent to at least 40 percent of the total amount of the work to be performed under this Contract and materials. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Bid a list of the items that he will perform with his own forces and the estimated total cost of these items.

18. 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 be allowed in accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work authorized is stated in the Bid

The term of this contract is 150 calendar days.

END OF SECTION



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

BID FORM

To: The City of Key West

Address: 3126 Flagler Ave, Key West, Florida 33040

Project Title: Sailfish Pier Replacement

City of Key West Project No.: GB1503

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

Name:

Telephone:

John Hearn Construction
305 461 0810 - 305 975 8878 Co.

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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



GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- G. The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- H. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.



- K. The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.
- O. Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Contractor contained within this agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to City upon request.

SPECIFIC INSURANCE COVERAGES AND LIMITS

- A. All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- B. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under



this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

United States Longshoremen and Harbor Workers (USL&H) coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

Jones Act coverage shall be maintained by the Contractor that will respond to claims filed under the Federal Jones Act (46 U.S.C.A. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

Marine General Liability Insurance shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City will a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury &	\$2,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and aggregate.

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than:



Bodily Injury \$1,000,000.00 Limit Each Accident

Property Damage Liability \$1,000,000.00 Limit Each Accident

or

Bodily Injury &

Property Damage Liability \$1,000,000.00 Combined Single Limit Each

Accident

Watercraft Liability Insurance The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 150 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 150 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000 per day for each day that expires after the time specified for Final completion.

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 Nos. —, —, —, —, 01 (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. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, 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.

PERMITS

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department.



RECEIVED

MAR 15 2016

CITY OF KEY WEST

3126 Flagler Avenue

Key West, FL 33040

KEARNS CONSTRUCTION CO.

ADDENDUM NO. 1 SAILFISH PIER REPLACEMENT / ITB GB1503

This Addendum is issued as supplemental information to the bid package for clarification or amending of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby addended in accordance with the following items:

ITB GB1503 Contract time has been reduced to 90 days to substantial completion.

ITB Clarifications from mandatory Pre-Bid Meeting (March 9, 2016)

- Contractor shall safely maintain one way traffic adjacent to staging area at all times. This is critical for the marina residents. See page C-02 for staging area location.
- Any required builders risk insurance is the responsibility of the contractor for the duration of the work.
- A benthic survey was completed. See attached for reference.
- City of Key West will be responsible for the temporary utility connections of boats relocated to Kingfish Pier.
- The contractor and its subcontractor(s) are fully responsible for any boats damaged during relocations. All relocations shall be fully coordinated with the City Marina Manager.
- Existing mooring piles at Kingfish Pier that impact the ability to relocate boats shall be removed and disposed of by the contractor. These piles shall not be replaced.
- All questions shall be submitted in writing to Karen Olson, Deputy Port Director, by 5:00 pm on March 14th.
- Contractor is responsible for paying the City of Key West permit fee. The cost for the permit shall be included in the mobilization/demolition line item.
- Pre-construction survey is contractor's responsibility.
- All Cleats Shall be 15" hex-head (by sea dog or approved equal)
- Contractor is responsible for removal of all existing concrete spalling debris that has fallen or will fall during demolition of existing pier. Costs for removal shall be included in the demolition line item.
- Any unexpected debris encountered shall be removed by contractor. An allowance line item has been added to the Bid form.
- Attached for your information is a video of the damage to the underside of the pier.
- Boat owners are responsible for removing and securing their items from the existing pier and piles.
- Existing fire cabinets shall be removed and disposed of by the contractor.
- New fire cabinets including the hoses and fire extinguisher will be provided by the City. Contractor is responsible for connections, piping, valves, etc.
- Existing electrical and water/sewer pedestals shall remove, securely stored, and re-installed by the contractor. Contractor is responsible for connections, piping, valves, etc. Two new electrical and water-sewer pedestal are required.

ITB Questions Submitted

- Contractor to reuse existing G-cable.
- A copy of the pre-bid meeting sign-in sheet is attached.
- All piles to be coated with tar epoxy coating (exterior only) per manufacturer's specifications.
- Contractor is responsible for all on-site engineering and testing.
- City and City Engineer will be performing all inspections.
- Contractor will not be allowed to reuse existing piling location.
- Contractor will be permitted to spud barges overnight at the job site.
- May 1st, 2016 is the anticipated start date.
- Spiral welded steel pipe piles will not be allowed.

ITB Revised ITB Documents

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Pages in the ITB Documents.

<u>Page(s)</u>	<u>Description</u>
00 41 13-7	Bid Form has been revised: <ul style="list-style-type: none">• Line item "Mobilization" has been revised.• Line item "Demolition" has been revised.• Line item "Furnish and install Piles" has been revised.• Line item "Furnish and install Mooring Piles" has been revised. Quantity increased from 14 to 16.• "Allowance for unexpected debris to be removed by contractor" has been added• An "Alternate Bid Item" has been added.
00 21 13-8	Time of Completion Section has been revised: <ul style="list-style-type: none">• "The term of this contract is 90 calendar days" has been revised.
00 72 00-16	Paragraph #5.06 "Property Insurance" has been revised: <ul style="list-style-type: none">• Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain...
General Specifications	Paragraph #2 has been deleted.
Technical Specifications	TS-4.0 Section TS-4.1 has been revised: <ul style="list-style-type: none">• "Dock Piling 14" or 20" (depending...)" has been revised. TS-6.0 Section TS-6.1 has been revised: <ul style="list-style-type: none">• "Dock Piling will be 14" or 20" (depending...)" has been revised.



The following Plan Sheets have been revised and are included herein for replacement of the corresponding Sheets in the ITB Documents.

Sheet(s)

Description

C-05

Geometry Plan has been revised:

- There are no 13" piles required.

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


Signature


Name Of Business



SailFish Pier Dock Replacement
Garrison Bight Marina
Key West, Florida, Florida
Stantec Project No. 215612745

BID FORM

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, 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. The Contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. 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.

Item Description	Quantity	Units	Unit Price	Total
Base Bid				
1 Mobilization/staging and Demobilization, including City of Key West Permit	1	LS	\$ 167,235	\$ 167,235
2 Relocalization of existing boats to King Fish and return back to Sailfish Pier at end of project	1	LS	\$ 34,000	\$ 34,000
3 Demolition of Existing Wood and Concrete Pier and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier	1	LS	\$ 105,000	\$ 105,000
4 Furnish and install Main Floating Pier (12'w by 40'l)	480	SF	\$ 123.56	\$ 59,308
5 Furnish and install Main Floating Pier (10'w by 170'l)	1700	SF	\$ 8.06	\$ 136,994
6 Furnish and install Finger Piers (4'wx35'l)	1400	SF	\$ 104.00	\$ 145,600
7 Furnish and install Piles (HSS 20.00 X 0.50) with tar epoxy coating (Exterior Only)	20	EA	\$ 7,500	\$ 150,000
8 Furnish and install Mooring Piles (HSS 14.00 X 0.50) with tar epoxy coating (Exterior Only)	16	EA	\$ 5,625	\$ 90,000
9 Pile Collars	20	EA	\$ 1,500	\$ 30,000
10 Furnish and install Aluminum Access Ramp (5'wx30'l)	1	EA	\$ 26,109	\$ 26,109
11 Furnish and install accessories (Cleats: Main Pier/finger)	60	EA	\$ 200	\$ 12,000
12 Electrical System per Stantec Plans and Specifications	1	LS	\$ 67,141	\$ 67,141
13 Potable Water System per Stantec Plans and Specifications	1	LS	\$ 30,500	\$ 30,500
14 Sewer System per Stantec Plans and Specifications	1	LS	\$ 44,700	\$ 44,700
15 Fire System per Stantec Plans and Specifications	1	LS	\$ 54,000	\$ 54,000
16 As-builts/Product information and Warranty Certificate Binder	1	LS	\$ 10,000	\$ 10,000
17 Performance & Payment Bond	1	LS	\$ 25,000	\$ 25,000
18 Safety Act	1	LS	\$ 5,000	\$ 5,000
19 Allowance for unexpected debris to be removed by Contractor	1	LS	\$5,000.00	\$5,000.00
Total Base Bid				\$ 1,197,675

SailFish Pier Dock Replacement
Garrison Bight Marina
Key West, Florida, Florida
Stantec Project No. 215612745
BID FORM

Item Description	Quantity	Unit	Unit Price	Total
Alternate Bid Item 1 (Piles)				
Apply tar epoxy coating to all piles (interior and exterior)	1	LS	\$ 10,000	\$ 10,000
Sub-total Alternate Bid Item 1				\$ 10,000
Alternate Bid Item 2 (Electrical)				
Replace G-Cable	1	LS	\$ 21,775	\$ 21,775
Sub-total Alternate Bid Item 2				\$ 21,775
Total Base Bid plus Alternate Bid Items 1 and 2				\$ 1,229,450



TOTAL LUMP SUM BID (BASE BID)

One Million One Hundred Ninety Seven Thousand Six Hundred Sixty Five \$
 (Amount written in words has precedence)
 and 00 Cents

TOTAL :

LUMP SUM BID: (BASE BID PLUS ALTERNATE BID ITEMS 1 & 2)

One Million Two Hundred Twenty Nine Thousand Four Hundred Fifty \$
 (Amount written in words has precedence)
 and 00 Cents

TOTAL :

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:

Gandy's Plumbing & Fire
 Name
 6409 2nd Terrace Key West, FL 33040
 Street City State Zip

Gator Dock
 Name
 2880 S. Meltonville Ave Sanford, FL 32773
 Street City State Zip

Key West Harbor Services
 Name
 P.O. Box 413 Key West FL 33041
 Street City State Zip

SERRL Electric
 Name
 12385 SW 125th Cte Miami FL 33186
 Street City State Zip
 Suite # 5

Surety

Westchester Fire Insurance Co. whose address is
436 Walnut Street Philadelphia PA 19106
Street City State Zip
PO Box 1000

Bidder

The name of the Bidder submitting this Bid is Learns Construction
Company doing business at
4101 Broadwater Avenue FE 33133
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>Charles Learns</u>	<u>President</u>
<u>James Brock Sullivan</u>	<u>COO</u>
<u>John W. Learns</u>	<u>CFO</u>

Ter

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 23 day of March 20 16

(SEAL)

Kearns Construction Company

Name of Corporation

By: John Kearns

Title: CEO

Attest: Karen S. Kearns
Secretary

END OF SECTION

H

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 Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization, labor equivalent to at least 40 percent of the total amount of the work to be performed under this Contract and materials. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Bid a list of the items that he will perform with his own forces and the estimated total cost of these items.

18. 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 be allowed in accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work authorized is stated in the Bid

The term of this contract is 90 calendar days.

END OF SECTION



1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, ~~Owner~~ shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to

Contractor

GENERAL SPECIFICATIONS

SAIL FISH PIER REPLACEMENT

Additional Requirements:

1. This Work must be completed according to the plans and these specifications in the contract, and within compliance with the conditions of the Florida Department of Environmental Protection (DEP), US Army Corps of Engineers (COE), and local authorizations. All work shall be performed in accordance with Occupational and Safety Health Administration (OSHA) standards for work in or over waters of the United States. Contractor will provide the OWNER with a Safety Plan detailing compliance.
- ~~2. It is the CONTRACTOR'S responsibility to ensure that the layout of the Work will reuse as many of the existing piling locations as possible. The Contractor will provide a stakeout by a Professional Surveyor of the existing mooring piling locations. These locations will be coordinated with the floating dock manufacturer to ensure the proposed dock installation reuses as many of the previous locations as possible while adhering to the design parameters. Upon completion of construction, the Contractor will provide a post-construction record drawing, signed and sealed by a Professional Surveyor. The CONTRACTOR will furnish such stakes, equipment, tools, and qualified City of Key West Tarpon Pier personnel as may be required for any additional layout of the Work, and for maintaining such staking as necessary for completion of the Work.~~
3. The geotechnical report indicates the potential for a hard substrate shallower than the pile embedment depth. Due to this subsurface condition, pre-drilling of the pile may be required in order to obtain the full embedment of the piles without cutting or splicing. The CONTRACTOR will perform any additional investigations that the CONTRACTOR deems necessary to determine the conditions of the substrate for the construction.
4. Special measures will be taken to prevent bilge pumpage or effluent, chemicals, fuels, oils, greases, and bituminous materials from entering the water.
5. Disposal of any demolition debris, materials, wastes, effluent, trash, garbage, oil, grease, chemical, etc. in and adjacent to the project site will not be permitted. If any waste materials are dumped in unauthorized areas the CONTRACTOR will remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground will be excavated, disposed of as directed by the ENGINEER, and replaced with suitable fill material.
6. Permit drawings will be used in conjunction with technical specifications and site drawings. Consult these permit drawings and the existing permits for other details not shown on the construction drawings. All dimensions and conditions must be verified in the field. Any discrepancies will be brought to the attention of the ENGINEER before proceeding with the affected part of the work. All structures are designed to be self supporting and stable after completion. It is the CONTRACTOR'S responsibility to determine erection procedures and sequencing to insure safety of the structure and its components during erection. This includes the addition of necessary shoring, sheeting, temporary bracing, guys, and/or tie downs.
7. The CONTRACTOR will restore or replace, when and as directed by the ENGINEER, any public or private property damaged by his work, equipment or employees, to a

TS-2.0 Demolition and Disposal

TS-2.1 Demolition will include the WORK as shown in the permit and construction drawings. All piling must be removed at, or below, the mudline. All demolition material will be removed from the site and disposed of properly. Proper disposal is the responsibility of the Contractor. Demolition is subject to the coral relocation plan and permit.

TS-2.2 As a matter of project staging, removal of the finer piers located at the Kingfish Pier will be completed first to allow for the vessels moored at the Sailfish Pier to be relocated to the Kingfish Pier. Upon relocation of these vessels, demolition of Sailfish Pier can commence.

TS-2.3 Contractor should be aware that the existing pier is entirely concrete pile supported. In addition, sections of the pier consist of concrete decking.

TS-3.0 Professional Surveyor Stakeout and Record Drawings

TS-3.1 The Contractor will provide a stakeout by a Professional Surveyor of the existing mooring piling locations. These locations will be coordinated with the floating finger pier installation to ensure that the proposed finger pier alignment "shadows" the outboard mooring piling to prevent intrusion of the mooring piling into the slip mooring space.

TS-3.2 Upon completion of construction, the Contractor will provide a post-construction record drawing, signed and sealed by a Professional Surveyor. In addition, Contractor will provide two sets of all Operations/Maintenance manuals and warranty certificates in a three ringed binder and two sets on a flash drive.

TS-4.0 Floating Docks Construction, Materials, and Testing

TS-4.1 General Materials to be used for the construction of the floating docks are outlined as follows:

Dock Piling	14" or 20" (depending upon plan selected by client) diameter, 0.5" thick epoxy coated steel tubular piles as specified on the Construction Drawings
Floating Docks	Aluminum floating docks will be installed as manufactured by GatorDocks (gatordock.com), TechnoMarine (technomarine.com), Crane
Materials (structurmarine.com). Contractor's option	International (gatordock.com), or StructurMarine Alternate manufacturers may be quoted at the
Freeboard	24" for main dock and finger piers
Piling Guides	External to the floating system



Chases Minimum 6" deep by 12" both sides

TS-4.2 The design conditions for the floating docks will be as follows and assume that the facility is occupied:

Basin Design Depth	-7.5' NAVD
Pile Elevation	+10.0' NAVD
Pile Embedment	-28.0' NAVD
Storm Surge	+5.6' NAVD
Elevation of Applied Loads	+7.6' NAVD
Wave Conditions	Negligible
Currents	Negligible
Live load	50 psf. – Distributed load 400lb – Point load

Dead Load Based on specific system components and should account for utilities, marine growth, and all other support features

TS-4.3 The floating dock plans and material specifications will be submitted to the Engineer for approval prior to manufacturing of the aluminum floating docks. If the Engineer requires additional clarification of the methods or calculations, in order to satisfy himself of general conformance, the floating dock manufacturer will promptly provide the requested information. Delays in the project schedule due to inadequate or non-conforming floating dock and anchorage designs will not be grounds for project extension. The plans will include a dimensional layout of floating dock system with pilings, typical sections and details showing flotation, framing, decking, and connections, connection of gangway to the upland, and a signed and sealed letter of design compliance by a Professional Engineer registered in the State of Florida.

TS-4.4 The plastic pontoons will be linear low-density polyethylene such as Permafloat Floatation Drum as Manufactured by Cellofoam, or Engineer's approved equivalent. The base material for all polyethylene shells will conform to the following minimum requirements: minimum density 0.937 g/cc per ASTM D-1505; minimum ultimate tensile strength of 2,560 psi per ASTM D-638; and minimum flexural modulus of 96,000 psi per ASTM D-790. They will be designed for a freeboard under dead load will be 24 inches (+/- 1 inch). The dead load plus a concentrated live load of 400 lbs applied vertically at any location on the main dock surface will not tilt the dock more than six degrees from horizontal or overstress the framing members. Dead load freeboard will be maintained within two inches of that identified in these specifications for a period of five years following installation.

TS-4.5 The dock structure will be constructed using aluminum alloy 6061-T6 and will be in accordance with AA "Specification for Aluminum Structures." All welds will be in accordance with AA "Specifications for Aluminum Structures". All bolts, nuts, and washers will be set square with connecting structural members and the nuts will be drawn tight. All screws, bolts, nuts, and lock washers will conform to ASTM A307 and will be Type 304 Stainless Steel. Lock washers



or other devices or techniques will be used to prevent nuts from loosening after being properly tightened. High strength bolts will be used where required in accordance with the American Institute of Steel Construction specifications "Structural Joints Using ASTM A325 or A490 Bolts." Finished metal members will be free from twists, bends, distortions, open joints, sharp edges, and burrs. Ends of exposed metal members will be rounded or beveled. All coping and mitering will be done with care.

TS-4.6 Any lumber used for mounting hardware, fendering, or other applications will be counter-bored wherever projecting bolt heads or nuts may damage boats or provide a hazard to pier users. Counter-boring will be sufficiently deep to permit installation of the bolts and nuts with washers well below the surface of the wood. The heads of dome head bolts may project above the surface. All exterior (visible) structural wood and wood fendering in the splash zone will be Southern Yellow Pine No. 1 (or approved equivalent) hand selected - no downgrades allowed - with a minimum CCA (Chromated Copper Arsenate) content equal to 0.6 pcf moisture content not to exceed 19% after treatment, KDAT or S-Dry. All submerged wood members will be treated to 2.5 pcf CCA. Interior (non-visible) structural wood will be minimum Southern Yellow Pine No. 2 (or approved equivalent) and will comply to the treatment and moisture requirements mentioned herein. Timber for decking will be naturally decay-resistant exotic wood species (IPE) or plastic composite manufactured by AZEK (weathered gray color). All IPE boards will be air dried to less than 16% moisture content prior to installation. Deck fasteners will be corrosion resistant stainless steel screws. All decking will be predrilled to prevent cracking or splitting of boards. Connections between floating pier modules or other elements such as lifting rings will not protrude above the level of the deck. Gaps between deck boards will be no less than 1/16 inch and no more than 1/4 inch. There will not be any gap in the walking surface of the floating piers that exceeds 1/2 inch. All deck surfaces will be level and properly drained so that water will not puddle on the deck surface. Adjacent dock modules will have less than 1/8-inch difference in elevation.

TS-4.7 Connections will be designed to permit removal and replacement of connectors without the necessity of removing other components for access. Connectors will be of materials that are easily available and will be positively contained so as to prevent their working free under normal conditions. All connections must be capable of transmitting all loads and forces imposed upon the structure. Any potential corrosive installation of dissimilar materials will be properly insulated to minimize or eliminate corrosion in the marine environment.

TS-4.8 Contractor will submit detailed record drawings for floating docks (including all floating docks, piles, accessories, and utilities), warranty, operations and maintenance manual(s), and listing of typical replacement parts, part numbers, and manufacturer contact information where applicable.



TS-5.0 Gangway Construction, Materials, and Testing

TS-5.1 The aluminum gangway is to be a low profile design with an integral hand railing system meeting ADA requirements and a 36" landing plate. It will be constructed using 6061-T6 aluminum with non-skid surfaces. The aluminum bolts, nuts, and washers will conform to the Federal Specification QQ-A-270a (1) as amended for aluminum alloy 6061-T6. Stainless steel bolts, nuts, washers, and screws where used will be type 18-8 (300 Series). A wear plate will be installed between the landing plate and the floating dock decking. Rollers for gangways will be UHMW polyurethane with black ultra-violet light inhibitor added. The gangway will be securely fastened to the floating dock and allowed to roll on a platform attached to the existing seawall cap.

TS-5.2 The gangway and transition plates will be designed to withstand a minimum uniform live load of 50 psf. applied vertically. Minimum loads for handrail and toe rail will be 250 lbs according to requirements of ADAAG Section 15.2. Gangways will be designed to incorporate the dead load weights of all utilities that traverse the gangway (see utility plans for additional detail and coordinate with utilities Contractor(s)). Additional dead load weight of gangway will be coordinated with the dock manufacturer to ensure adequate flotation under the gangway landing so that the landing area maintains the same freeboard as the rest of the floating docks. All connection and utility routes will be incorporated into the gangway design. Cable, hose, and pipe hangars will be of similar metal to the gangway and designed to support the maximum loaded condition of the utilities to minimize chafing, etc. Appropriate dielectric materials will be used to insulate dissimilar metals.

TS-6.0 Tubular Steel Piling

TS-6.1 Dock piling will be 14" or 20" (depending upon plan selected by client) diameter 0.5" thick epoxy coated steel piles as shown on the Construction Drawings. Piling tops will be set no lower than 9.0' NAVD, and embedment depth will be as shown on the Construction Drawings. Cutting, splicing, and extending of steel piling will not be allowed.

TS-6.2 Steel piles will be tubular steel minimum ASTM A252 Grade 50 seamless steel pipe. New steel piles will be 100% cleaned of biological growth, unsound coatings and rust, surface contamination (oils, grease, dirt), surface chloride contamination, and blasted in accordance with SSPC-SP 10, Near White Blast Cleaning. Coal tar epoxy coating will extend from the top of the pile to 2 feet below the mudline. In the event that the epoxy coating is damaged during handling or installation the Contractor will repair the epoxy coating in accordance with manufacturer's specifications. The pile coating will be a Two-Coat Coal Tar Epoxy-Polyamide System, in accordance with FDOT specification 560. Apply each coat at a dry film thickness of not less than 8 mils. Provide total system minimum dry film thickness of 16mils. Prior to coating the steel pile the surface will be prepared with a near white SP10 sand blast or better. The Contractor will grind all steel pile tops 0.5 ft on the inside and paint with a matching protective coating prior to attaching pile cones. After the epoxy coating has cured per the manufacturers



specifications the epoxy coated pile shall be painted with two coats of a Two-Part Linear Polyurethane (LP) Coating with gray pigmentation. Prior to coating the piles the Contractor will provide the Engineer specification sheets for proposed product and a dry sample to verify coloring is to the satisfaction of the Owner.

TS-6.3 The Contractor will provide the Engineer with a pile installation plan that includes the methodology, equipment used, and schedule.

TS-6.4 The geotechnical report indicates the potential for a hard substrate shallower than the pile embedment depth. Due to this subsurface condition, pre-drilling of the pile may be required in order to obtain the full embedment of the piles without cutting or splicing. All costs associated with the need to pre-drill in order to reach the prescribed embedment depth will be borne by the Contractor.

TS-6.5 The Contractor will keep accurate record of each pile driven which will include pile location, diameter, original length, ground elevation, final tip elevation, penetration in blows per foot for the last ten feet (if applicable), hammer data including make, type, and size (if applicable), any unusual pile behavior or circumstances experienced during installation. Within 15 days of completion, records will be turned over to the Engineer.

TS-6.6 Any pile which is cracked or broken because of internal defects or by improper handling or driving, or which is otherwise injured such that their structural capacity to withstand or transfer the design load to the foundation is impaired, or any pile driven out of proper location, will be removed and replaced. All work of removal and cost of replacement will be borne by the Contractor at no additional expense to the Owner.

TS-7.0 Dock Accessories

TS-7.1 Pile guides for floating docks will allow free vertical movement of the dock at all elevations, while minimizing damage due to normal dock movement caused by tides, boat wakes, water fluctuation, and seasonal winds. Piles and external pile guides will be installed in the locations as noted on the Construction Drawings. Where dock manufacturer does not require gussets for structural purposes, exposed pile guides will be framed with bumper and rub rail to protect vessels from impact damage. Finger pier end pile guides, where required for fingers, will be inset to the pier and not extend into the clear fairways indicated on the Construction Drawings. Pile guides will be of a multiple roller type and allow full vertical movement of the pier system without inducing binding or torsion into the system. Guide pile rollers and rub blocks be made of ultra-high molecular weight plastic. Rollers will be mounted on a stainless steel axle. The mounting bracket will be galvanized after fabrication. Rollers and rub blocks will be configured for simple replacement and be adjustable.

TS-7.2 Bumper strips will be extruded, non-marring, marine grade vinyl, white in color and similar or same as the fendering on Marline Dock. Each strip will have a minimum height of four inches, minimum thickness of 1/8 inch, and a minimum weight of 1.6 lb/lf. Outside corners will

Benthic Resource Assessment
Sailfish Pier Replacement Project
City Marina at Garrison Bight
1801 North Roosevelt Boulevard
Key West, FL 33040

FDEP 44-0116528-009

USACE SAJ-2015-02647

Prepared for:

City of Key West
Engineering Department
3140 Flagler Ave
Key West, FL 33040

Prepared by:

Terramar Environmental Services, Inc.
1241 Crane Boulevard
Sugarloaf Key, Florida 33042
(305) 304-4061
victoria.brisson@att.net

August 25, 2015



Introduction

The proposed project at Sailfish Pier, Key West, Florida involves the replacement of an existing public mooring facility (Figure 1). The replacement consist of replacing the existing pile-supported pier with a floating dock pier in effectively the same footprint of the existing facility with only minor adjustments in design to improve safety. The total number of slips will remain the same; the replacement will remain within the existing footprint and no new mooring slips will be added. The project has a total area of 3,000 square feet. Specific information regarding the project design are contained in the engineered plans dated July 22, 2015, prepared by Stantec (Attachment 1).

An assessment of the benthic resources which could potentially be impacted by the project was conducted on August 24, 2015. The objective of the benthic assessment was to assess and document the living marine resources on the state submerged land where the pier is proposed, and to document benthic resources adjacent to the project area. In addition, a specific-purpose survey for stony coral was performed to fulfill Florida Keys National Marine Sanctuary (FKNMS) requirements.

Methods

An in-water assessment of the project area was conducted on August 24, 2015 by a scientific diver experienced in conducting resource assessments of benthic habitats found in the Florida Keys. Water clarity was excellent, averaging 15 to 20 foot visibility. The survey area included the footprint of the proposed pier, all existing pilings and dolphins and a 15 foot buffer zone outside the proposed footprint.

A scientific diver swam the length of the footprint conducting a visual assessment of the seafloor and existing structures including the buffer zone. All existing pier supports and mooring piles were carefully evaluated for marine resources. Locations were recorded where benthic resources were observably different, e.g. where habitats changed. The percent cover for the observed benthic communities (e.g. seagrass cover, macroalgae cover) were categorized into discrete cover classifications by visual estimation using the following cover classes:

Description	Barren	Sparse	Moderate	Dense
Cover Class	0-1 %	1-25%	25-75%	75-100%

The data recorded included any significant change in habitat, the dominant habitat type, and the percent coverage. This scientific survey method provided a qualitative and quantitative assessment of the type and location of benthic resources found throughout the entire project footprint.

A visual survey was also conducted to document the presence of stony corals within project limits and surrounding buffer, and also specifically attached to any of the pier supports or mooring piles.

Reference photographs representing dominant benthic species, examples of seagrass communities and other applicable reference photographs were taken (Attachment 2).



Results

The seafloor beneath the pier and associated mooring area is composed of barren substrate, a deep silt component lacking observable attached benthic communities. No seagrass or algal communities were identified within the existing pier area.

In the secondary buffer area, scattered seagrass and algal patches are present on the seafloor. Seagrass was present mainly as widely scattered individual shoots and small patches of *Thalassia testudinum*. The greatest presence of seagrass was found laterally at the T-head of the existing pier. The small patches were observed as 5% cover and begin approximately 15 feet from the pier and extend north toward the existing wood piling. The patches were consistent on both ends of the T-head. Scattered shoots were also observed in areas on the eastern side of the pier waterward of the boat moorings. Large numbers of the upside-down jellyfish (*Cassiopea frondosa*) were present throughout the survey area, often forming dense mats on the seafloor.

The lack of seagrass and other marine resources within the footprint of the existing facility was not unexpected as large boats moored close together along the pier effectively block light penetration and the deep, loose silt substrates present a less than optimal environment for the formation of seagrass or hardbottom communities.

The pier supports and mooring piles associated with the Sailfish Pier were covered with a well-developed and diverse attached algal and sponge community. The coverage was estimated at 75-100% cover.

Coral Resources

No corals were observed in project area, within the buffer area, or attached to any of the pier supports or mooring piles.

Project Impacts

The proposed project as designed will have negligible impacts to the benthic resources; the replacement project is in the footprint of the existing facility, and no significant marine resources are present that would be impacted by the replacement project.

No seagrass or coral resources will be impacted by the project.

Construction will occur within the footprint of the existing facility and secondary construction impacts outside the footprint and not anticipated.

Best management practices (BMP's) will be implemented during construction including sediment control so that impacts to benthic communities within Garrison Bight are avoided.





Figure 1. Location of the proposed pier replacement at Sailfish Pier, Garrison Bight Marina, Key West, Florida.

Handwritten signature or initials in blue ink.

Attachment 1: Engineered Plans

A handwritten signature in blue ink, consisting of a stylized 'L' shape with a circle and a horizontal line extending from the bottom.

Attachment 2: Reference Photographs

5



Topside photo of Sailfish Pier showing numerous large houseboats moored close together.



Topside photo of Sailfish Pier showing numerous large houseboats moored close together.

12



Photo of typical barren seafloor throughout the project area with numerous upside-down jellyfish (*Cassiopea frondosa*) present.



Photo of typical scattered turtlegrass (*Thalassia testudinum*) observed in the secondary buffer zone outside of the footprint of the project. Seagrass resources outside of the project footprint will be protected through best management practices.



Photo of typical mooring pile with dense algal community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.



Photo of typical mooring pile with dense sponge community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.

18



Photo of typical pier support pile with dense algal community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.



Photo of typical pier support pile showing extensive damage. Replacement of the pier is needed to prevent a structural failure.

[illegible]

SAILFISH PIER REPLACEMENT
City Marina @ Garrison Bight
ITB #010-16
Mandatory Pre-Bid Meeting SIGN-IN Sheet
March 9, 2016
2:30 PM

NAME / COMPANY

CONTACT #

EMAIL

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Carlos Herdociu Stantec 3/445290 Carlos.Herdociu@stantec.com

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3. Dane Kelly/Kelly Brothers 239 482 7300 estimating@kellybros.net

4. HEARNES CONSTRUCTION/CHARLES KORNUS 786-295-1717

954 985 0460

5. JOE STANTON/Shoreline Foundation Inc. jstanton@ShorelineFoundation.com
Const. Foundation John Teasus/Teasus Construction, Inc. 305-975-8878

6. Rick Varney/Esary Foundation (305) 898 3965 RVarney@EsaryFoundation.com

E

ANTI-KICKBACK AFFIDAVIT

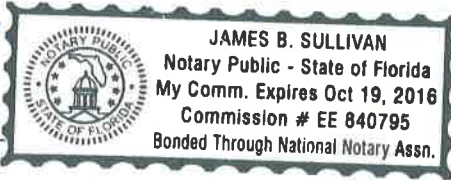
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: John Kearns KFO
Kearns Construction Company

Sworn and subscribed before me this
21 day of March, 2016

James B. Sullivan
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 10-19-16

END OF SECTION

T

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 Selfish Pier Replacement
Leans Construction Company
2. This sworn statement is submitted by John Leans
(name of entity submitting sworn statement) File

whose business address is 4101 Breganza Ave

Miami, FL 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 NA

3. My name is
(please print name of individual signing)

and my relationship to the entity named above is

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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, 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 by 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).



John Kearns
(signature)
3/23/2016
(date)

STATE OF Fl.
COUNTY OF Miami Dade

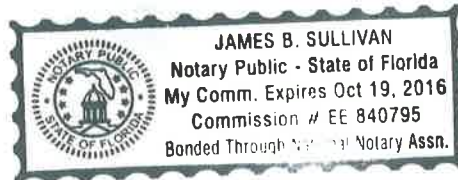
PERSONALLY APPEARED BEFORE ME, the undersigned
authority,

John Kearns who, after first being sworn by me, affixed
his/her
(name of individual signing)

signature in the space provided above on this 23 of March, 2016

My commission expires: 10-19-16
James B. Sullivan

NOTARY PUBLIC



£

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: Leans Construction Company SEAL:
4101 Braconza Ave Miami, FL 33133
Address John Leans - CFO
Signature John Leans
Print Name CFO
Title
DATE: March 23, 2016

T

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)

: SS

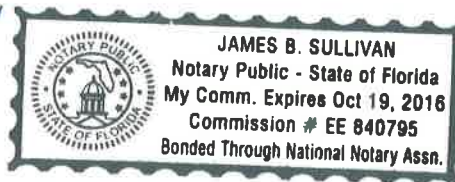
COUNTY OF Miami Dade

I, the undersigned hereby duly sworn, depose and say that the firm of Learns
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 Learns

Sworn and subscribed before me this 23 day of March 20 14

Jim Sullivan
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 10-19-16

* * * * *

14

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

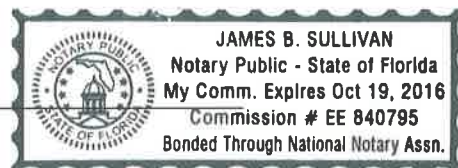
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Leans Construction Co. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec.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

By: John Leans - CFO

Sworn and subscribed before me this

23 day of March 20 16

James B. Sullivan



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 10-19-16

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>



FLORIDA BID BOND

BOND NO. n/a

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Kearns Construction Company
4101 Braganza Avenue, Miami, Florida 33133

hereinafter called the Contractor (Principal), and Westchester Fire Insurance Company
436 Walnut Street, P.O.Box 1000, Philadelphia, PA 19106

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five Percent of Amount Bid-----

----- DOLLARS (\$ -----5%-----), for the
payment for which we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for KB 1503 Sailfish
Pier Replacement ITB #010-16.

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 Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of
the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

ITB# 010-16 Sailfish Pier Replacement, City Marina at Garrison Bight

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 Owner 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 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 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 23rd day of March, 2016.

Kearns Construction Company

Principal

By: _____

Westchester Fire Insurance Company

Surety

By:  _____

Attorney-In-Fact - Charles J. Nielson

END OF SECTION

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

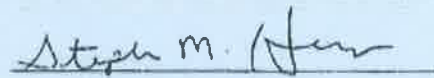
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brett Rosenhaus, Charles D Nielson, Charles J Nielson, David R Hoover, Edward M Clark, Ian A Nipper, Joseph P Nielson, Katherine S Grimsley, Kevin R Wojtowicz, Laura D Mosholder, all of the City of MIAMI LAKES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 7 day of October 2014.

WESTCHESTER FIRE INSURANCE COMPANY




Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 7 day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

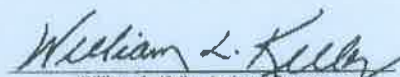



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 23rd day of March 2016




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 07, 2016.





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**KEARNS, CHARLES SWANSON
KEARNS CONSTRUCTION COMPANY
4101 BRAGANZA AVE
MIAMI FL 33133**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC060194

ISSUED: 08/31/2014

**CERTIFIED GENERAL CONTRACTOR
KEARNS, CHARLES SWANSON
KEARNS CONSTRUCTION COMPANY**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1408310004908**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC060194

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

**KEARNS, CHARLES SWANSON
KEARNS CONSTRUCTION COMPANY
4101 BRAGANZA AVE
MIAMI FL 33133**



Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5342050

BUSINESS NAME/LOCATION

KEARNS CONSTRUCTION COMPANY

4101 BRAGANZA AVE

MIAMI FL 33133

RECEIPT NO.**RENEWAL****4363131****EXPIRES****SEPTEMBER 30, 2016**

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

KEARNS CONSTRUCTION COMPANY

CHARLES KEARNS QUALIFIER

Worker(s)

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SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR

CGC060194

PAYMENT RECEIVED**BY TAX COLLECTOR**

\$45.00 07/14/2015

CHECK21-15-093195

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

**Subject: Sailfish Pier Replacement / City of Key West
Completed Projects**

Description	Contract Amount	Completion Date	% Completed by Kearns
Port of Miami Tunnel Dodge Island Marine Excavation And Tremie Concrete 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
Port of Miami Tunnel Dodge Island Marine Excavation And Tremie Concrete 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
Port Miami 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)	1,800,000	February, 2014	75% by Kearns
Port Miami Bimini Super Fast Fenders Owner / Engineer: Port Miami Art T., Robert Stebbins, Juan Bergouiganan Telephone: Cell: 954 803 1909, Office: 305 347 4974 Office: 786 268 5159, Cell: 305 794 2673	\$50,000	May, 2013	100% by Kearns
Port Miami Passenger Boarding Bridge Owner: Port Miami Art T., Robert Stebbins, Juan Bergouiganan Telephone: Cell: 954 803 1909, Office: 347 4974 Office: 786 268 5159, Cell: 305 794 2673	\$70,000	June, 2012	75% by Kearns

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Port Miami Passenger Boarding Bridge \$95,000 Owner: Port Miami Art T., Robert Stebbins, Juan Bergouiganan Telephone: Cell: 954 803 1909, Office 347 4974 Office: 786 268 5159, Cell: 305 794 2673	June, 2013	75% by Kearns
Key Biscayne Yacht Club \$460,000 Docks, Dredging and Pile Install Joe / Dock Master 954 648 8157 Engineer: Ocean Consulting Telephone: 305 457 5573	March 2011	100% by Kearns
City of Miami Pile Installation \$296,250 Bayside & Dinner Key Marina Manager: Steven Bogner 305 579 6980	March, 2012	100% by Kearns
City of Miami Pile Installation \$160,000 Dinner Key Marina Manager: Steven Bogner 305 579 6980	December, 2011	100% by Kearns
Rickenbacker Marina New Boat Launch \$886,960 Owner: Aabad Melwani Telephone: 305 761 7720 Engineer: Ocean Consulting Telephone: 305 457 5573	March, 2012	100% by Kearns
Rickenbacker Marina \$366,000 750' seawall Owner: Aabad Melwani 305 761 7720 Engineer: Ocean Consulting Telephone: 305 457 5573	January 2011	100% by Kearns
River Cove Marina \$2,000,000 70 Slip Marina: Dredge, Docks & Seawall Owner: Robert W. Christoph Sr. Telephone: 305 672 5588 Engineer: Kevin McCabe, P.E.	January, 2008	100% by Kearns



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Ocean Reef Club New Piles for Floating Dock Installation D Dock & H Dock – 50 Slips Steve Ryder / Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331	\$150,000	September, 2011	100% by Kearns
Ocean Reef Club: Marine Demo & Floating Dock Installation E Dock and F Docks & Marina Village – 104 Slips Steve Ryder / Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331	\$1,100,000	October 2015	85% by Kearns
KAYWAMA (70 slips) Key Largo Marina Demolition and Pile Installation	\$860,000	February, 2008	100% by Kearns
Cocoplum Marina Pile Work & Police Dock Dock Master: Captain Harris 305 788 7353	\$200,000	March, 2011	100% by Kearns
Residences at Vizcaya New 12 Slip Marina Engineer: Ocean Consulting Telephone: 305 457 5573	\$360,000	February, 2009	100% by Kearns
Monty's in the Grove Hurricane Repair Owner: Robert W. Christoph Sr. 305 672 5588 Engineer: Kevin McCabe	\$340,000	February, 2008	100% by Kearns
City of Miami Beach seawalls Prime Contractor: EnviroWaste Jose Ferre 786 365 0635 Engineer: Ocean Consulting Telephone: 305 457 5573	\$580,000	April, 2011	100% by Kearns

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Ray Herman – Floating Dock Floating Dock at Private Home Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331	\$50,000	September, 2007	100% Kearns
CRYC – Floating Docks General Manager: Jim Van Buren Carter: Dock Master 305 858 1733	\$50,000	January, 2007	100% Kearns
Stock Island Marina Village Demo, Piles & Floating Docks – 110 Slips Owner: Mathew Shrunk 305 294 2288 Engineer: Bellingham Marine Telephone: 904 613 1733	\$1,000,000	January, 2012	100% by Kearns
City of Miami Floating Docks 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)	\$147,000	August, 2013	100% by Kearns
City of Miami Floating Docks 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)	\$328,000	June, 2014	100% by Kearns
Saxony – Cofferdam / Tremie Tyler Dillon: Project Manager 239 340 8526	\$1,600,000	August, 2015	75% by Kearns
Marina Palms New Marina 114 Sip Marina with floating docks Ed Bec: Project Rep 305 454 3214 Engineer: Coastal Systems International (Tim Blankenship) Telephone: 305 661 3655 (Tim B.: 305 525 6472)	\$7,000,000	November, 2015	90% by Kearns



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Ocean Reef Floating Docks Steve Ryder: BMI 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331	\$1,100,000	August, 2015	90% by Kearns
Elliott Key Park Pier Tim Gabriel: Project Manager 919 625 0106 Engineer: Olin Hydrographic / David Olin Telephone: 305 619 2800	\$1,070,000	January, 2016	100% by Kearns
Elliott Key Marina Rebuild Tim Gabriel: Project Manager 919 625 0106 Engineer: Olin Hydrographic / David Olin Telephone: 305 619 2800	\$400,000	March, 2014	100% by Kearns









Ocean Reef Marina

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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 Proposal filled in, using black ink. | [] |
| 3. | Total and unit prices added correctly. | [] |
| 4. | Addenda acknowledged. | [] |
| 5. | Subcontractors are named as indicated in the Proposal. | [] |
| 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 calendar days after receiving a Notice of Award. | [] |
| 11. | Bid submitted intact with Bid Bonds and affidavits | [] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [] |
| 13. | Bidder must provide satisfactory documentation of State Licenses | [] |
| 14. | Anti-Kickback Affidavit. | [] |
| 15. | Public Entity Crimes. | [] |
| 16. | Local Vendor Certification. | [] |
| 17. | Domestic Partner Affidavit | [] |
| 18. | City of Key West Indemnification Form. | [] |
| 19. | Cone of Silence Affidavit. | [] |

