

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

BID FORM

To: The City of Key West
Address: 1300 White St., Key West, Florida 33040
Project Title: Trumbo Road Floating Docks - Key West Bight Marina

City of Key West Project No.: KB1201 (ITB #20-009)

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

Name:

Hearns Construction Company

Telephone:

305 461 0310 or 305 975 8878

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 with 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 14 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 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.

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, 02, _____, _____, _____ (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. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

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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

The City has obtained permits from FDEP and ACOE and are attached herewithin. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department, and a Certificate of Appropriateness from the Historic Architectural Review Commission (HARC).



Trumbo Road Floating Docks
Key West Bight Marina
Key West, Florida
Project No. KB1201 (ITB #20-009)

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. 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	Qty	Units	Unit Price	Total
Base Bid					
1	Mobilization	1	EA	\$30,000	
	General / Supp Conditions	1	EA	\$24,000	
	Performance / Payment Bonds	1	EA	\$16,000	
	Demobilization	1	EA	\$3	
	(10% of Construction Cost Max)				\$79,000
2	Permit Fees (to be paid at cost)	1	LS	\$40,000	\$40,000
3	Furnish and install Main Floating Dock (8'W x 12'L and 10'W x 146'L)	1556	SF	\$90	\$140,040
4	Furnish and install 4 Finger Piers (4'W x 35'L)	560	SF	\$150	\$84,000
5	Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	14	EA	\$10,417	\$145,838
6	Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	3	EA	\$10,878	\$32,634
7	Furnish and install Aluminum Access Ramp (4'W x 17'L)	1	EA	\$20,000	\$20,000
8	Furnish and install accessories (15" Cleats: Main Pier & Finger Piers)	28	EA	\$200	\$5,600
9	Electrical System per Stantec Plans and Specifications	1	LS	\$88,000	\$88,000
10	Potable Water System per Stantec Plans and Specifications	1	LS	\$22,728	\$22,728
11	Sewer System per Stantec Plans and Specifications	1	LS	\$57,348	\$57,348
12	Fire System per Stantec Plans and Specifications	1	LS	\$23,700	\$23,700
13	As-builts	1	LS	\$1,000	\$1,000
14	Product information and Warranty Certificate Binder	1	LS	\$1,000	\$1,000
15	Safety Act	1	LS	\$2,000	\$2,000
16	General Allowance (Only to be used with owners' written permission)	1	LS	\$50,000	\$50,000
Total Base Bid					\$783,891

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TOTAL LUMP SUM BASE BID

Seven Hundred Eight Three Thousand Eight Hundred Ninety One Dollars
 (Amount written in words has precedence)
 and 0/100 Cents

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:

Neer Shore Electric (Electric)
 Name

Key West FL
 Street City State Zip

Gary Plumbing (Water)
 Name

Key West FL
 Street City State Zip

Gary Plumbing (Fire)
 Name

Key West FL
 Street City State Zip

Gary Plumbing (Sewer)
 Name

Key West FL
 Street City State Zip

Acad Dock (Flooding Docks)
 Name

The Hartford whose address is
 One Hartford Plaza Hartford Connecticut

Street City State Zip
 06155

Bidder

The name of the Bidder submitting this Bid is Kearns Construction Co.

2550 South Bayshore Drive Miami FL 33133
Street Unit / 206 B 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 S. Kearns</u>	<u>President</u>
<u>James B. Sullivan</u>	<u>COO</u>
<u>John W. Kearns</u>	<u>CFO</u>



If Sole Proprietor or Partnership

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

Signature of Bidder

Title

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 8 day of July 2020

(SEAL)

Lears Construction Company

Name of Corporation

By:

Title:

Attest:

Secretary

END OF SECTION

See Attached

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the Contractor (Principal), and _____

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: _____

_____ DOLLARS (\$ _____), 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 ITB #20-009 Trumbo Road Floating Docks - Key West Bight Marina.

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 #20-009: TRUMBO ROAD FLOATING DOCKS - KEY WEST BIGHT MARINA

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.



See attached

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 Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this ____ day of _____, 20__.

Principal

By: _____

Surety

By: _____

Attorney-In-Fact

END OF SECTION

NON-COLLUSION AFFIDAVIT

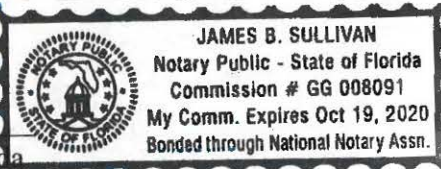
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: John Keans
CFO - Keans Construction Co

Sworn and subscribed before me this
7 day of July 2020

[Signature]
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 10-19-20

END OF SECTION

[Signature]

ANTI-KICKBACK AFFIDAVIT

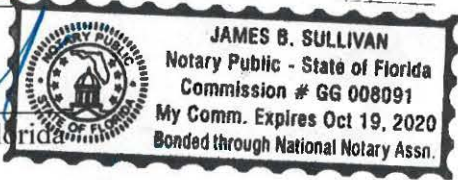
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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
CFO Kearns Construction Co

Sworn and subscribed before me this
7 day of July 2020

[Signature]
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 10-19-20

END OF SECTION

[Signature]

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 Trombo Road
2. This sworn statement is submitted by Keans Construction Co.
(name of entity submitting sworn statement)
- whose business address is 2550 South Bayshore Drive #2061
Miami FL 33133 and (if applicable) its Federal Employer
- Identification Number (FEIN) is 77-0615005

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement _____

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

and my relationship to the entity named above is CFO

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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

[Signature]

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)
7/08/2020
(date)

STATE OF Florida
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned
authority,

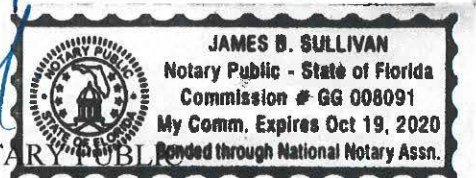
John Kearns who, after first being sworn by me, affixed
his/her
(name of individual signing)

signature in the space provided above on this 7 of July, 20 20

My commission expires:

10-19-20 James B. Sullivan

NOTARY PUBLIC



[Signature]

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.

Leans Construction Company

CONTRACTOR:

SEAL:

2550 South Bayshore Drive Unit 206 B, Miami, FL

Address

Signature

Print Name

Title

DATE:

John Leans
John Leans
CFO
2/8/2020

33133

[Handwritten mark]

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida

: SS

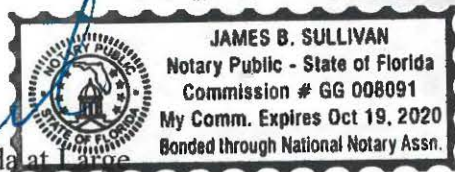
COUNTY OF Miami Dade

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

Sworn and subscribed before me this 8th day of July 2020.

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



My Commission Expires: 10-19-20

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Dade)

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

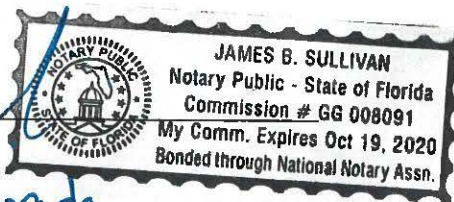
By: John Reams

Sworn and subscribed before me this

8th day of July 2020

NOTARY PUBLIC, State of Florida

at Large



My Commission Expires: 10-19-20

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>



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. | Non-Collusion Affidavit. | [] |
| 15. | Anti-Kickback Affidavit. | [] |
| 16. | Public Entity Crimes. | [] |
| 17. | Domestic Partner Affidavit. | [] |
| 18. | City of Key West Indemnification Form. | [] |
| 19. | Cone of Silence Affidavit. | [] |
| 20. | Proof of Insurance. | [] |



PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 1

**TRUMBO ROAD FLOATING DOCKS
KEY WEST BIGHT MARINA
ITB #20-009**

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

QUESTIONS & CLARIFICATIONS:

1. What is the estimated construction cost?

The Owner's estimated construction cost is \$713,000

2. Are Wahoo Docks an acceptable alternate dock manufacturer?

Yes, Wahoo Docks (a Meeco Sullivan Corporation) is an approved alternate dock manufacturer

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

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



Signature



Name of Business





PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 2

**TRUMBO ROAD FLOATING DOCKS
KEY WEST BIGHT MARINA
ITB #20-009**

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

QUESTIONS & CLARIFICATIONS:

1. Are there any submerged utilities in the project work area?

There are no known submerged utilities

2. Who hire and pays for the pile monitoring?

Contractor is responsible for pile monitoring

3. Are engineered (signed and sealed) pile logs required?

Signed and sealed pile logs are not required

4. Will the electrical disconnects be required to be elevated to meet the FEMA flood plain requirements?

Yes, project is required to follow all applicable codes

5. When is the anticipated start date for construction?

Two to three months after bid opening

6. Will the City provide parking?

Yes, the City will provide parking passes for use during active work hours

7. How many parking spaces will be provided to the Contractor?

Number of parking passes will be determined after contract award

Handwritten mark

8. Are Golden Marine Systems aluminum floating dock systems an acceptable alternate dock manufacturer?

Yes, Golden Marine Systems aluminum floating dock systems is an approved alternate dock manufacturer

9. Are Bluewater Marina & Dock Specialties aluminum floating dock systems an acceptable alternate dock manufacturer?

Yes, Bluewater Marina & Dock Specialties aluminum floating dock systems is an approved alternate dock manufacturer

10. Could you please clarify the Floating Dock live load information provided:

TS-4.2 Design conditions for Floating Docks states: "Live load 50 psf. – Distributed load"
Is this the flotation live load?

STRUCTURAL PILE LAYOUT Drawing number S01 Design 2. D states: DOCK LIVE LOAD = 100PSF. Is this the structural frame live load?

Am I correct in thinking the flotation live load is 50 psf.?

Yes, the 50 psf flotation live load referenced is an industry minimum. 100 psf live load is the FBC minimum for an exit way. As such a 100 psf live load is specified on docks in case of an emergency in which all vessel passengers must exit their vessels at the same time.

11. What is the purpose of having a center hinged gangway vs. a traditional gangway?

That is means and methods, we will consider traditional gangway

12. A traditional gangway would cost less.

Agree, see response to answer 11

13. If the center hinged gangway is a must, do you have additional specs or drawing on the hinge mechanism other than drawing C08?

There are no additional gangway specifications

14. Provide clarification on the following pipe pile specification:

TS-6.2 Steel piles will be tubular steel minimum ASTM A500 Grade B seamless steel pipe.

- Is it the engineers intention to require are non-spiral weld. Can pipe pile vendors quote ERW steel pipe A-500 / A-252-3? 50,000 ksi minimum yield?

The pipe needs to be ASTM A500-Gr B (Fy=42ksi)

- Cutting, splicing, and extending of steel piling will not be allowed. Does that mean no factory splice?

6

Contractor will need to produce a cut sheet of their pipe for shop drawings. The cut sheet needs to show a legitimate splice which continues the conditions of the ASTM A500-Gr B (Fy=42ksi) properties through the pipe

- The specification is requesting ASTM A-500 but further described as Seamless. These pipes wouldn't be seamless. Is the correct specification ASTM A-252 GR3 which would be for Piling?


No Seamless steel pipe, please disregard.

15. Please confirm that there is no pre-bid meeting mandatory or non-mandatory

There is no pre-bid meeting

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

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


Signature


Name of Business



The City of Key West - Trumbo Road
July 08, 2020

Kearns Construction Company / CGC 060194

4101 Braganza Avenue

Miami, Florida 33133

Telephone: 305-461-0310, Fax: 305-461-1892, www.KearnsConstruction.com

Item Description	Q	Units	Labor	Material	Sub / Rental	Unit Price	Total	Notes
1 Mobilization / Staging & Demobilization	1	EA	0	0	30,000	30,000.00	30,000	
a General / Suppp Conditions	1	EA	20,000	4,000	0	24,000.00	24,000	
b Performance and Payment Bonds	1	EA	0	0	16,000	16,000.00	16,000	
c Demobilization	1	EA	1	1	1	3.00	3	
(10% of Construction Cost Max)								70,003
2 Permit Fees (to be paid at cost)	1	EA	0	0	40,000	40,000.00	40,000	
3 Furnish and install Main floating pier (8' x 12' + 10'	1556	SF	35,000	100,000	5,040	90.00	140,040	
4 Furnish and Install Finger Piers (4' x 35' L)	560	SF	15,000	65,000	4,000	150.00	84,000	
5 Furnish and Install Piles (HSS 20" x 0.5" x 45' L)	14	EA	70,000	65,638	10,200	10,417.00	145,838	
6 Furnish and Install Mooring Piles (HSS 14" x 0.5 x 4	3	EA	15,000	7,534	10,100	10,878.00	32,634	Coated
7 Furnsih and Install Alumium Ramps	1	EA	10,000	10,000	0	20,000	20000	
8 Furnish and Install Accessories - Cleats	28	EA	2,800	2,800	0	200	5,600	
9 Electrical System per Stantec Plans and Specs	1	ea	0	0	88,000	88,000.00	88,000	
10 Potable Water per Stantec Plans and Specs	1	LS	0	0	22,728	22,728.00	22,728	
11 Sewer System per Stantec Plans and Specs	1	LS	0	0	57,348	57,348.00	57,348	
12 Fire System per Stantec Plans and Specs	1	LS	0	0	23,700	23,700.00	23,700	
13 As-builts	1	LS	0	0	1,000	1,000.00	1,000	
14 Product Information Warranty and Binder	1	LS	0	0	1,000	1,000.00	1,000	
15 Safety Act	1	LS	0	0	2,000	2,000.00	2,000	
19 General Allowance	1	LS	0	0	50,000	50,000.00	50,000	
Construction Costs:							783,891	
Total Base Bid			167,801	254,973	361,117		783,891	
							FINAL	
								111,984
								7 SLIPS

\$ / Slip

Nearshore + Garry's

FLORIDA BID BOND

BOND NO. n/a

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that _____

Kearns Construction Company

hereinafter called the Contractor (Principal), and Hartford Fire Insurance Company

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 ITB #20-009 Trumbo Road Floating Docks - Key West Bight Marina.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Oblige 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 #20-009: TRUMBO ROAD FLOATING DOCKS – KEY WEST BIGHT MARINA

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.

7

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 8th day of July, 2020.


Kearns Construction Company

Principal

By: _____

Hartford Fire Insurance Company

Surety

By: 

Attorney-In-Fact Charles J. Nielson

END OF SECTION

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-229752

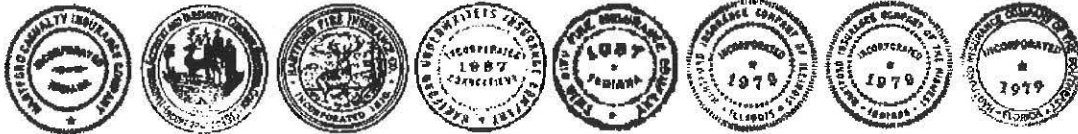
- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized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

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

Charles J. Nielson, Mary C. Aceves, Charles D. Nielson, Joseph Perichet Nielson, David R. Hoover
of
Miami Lakes, FL

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on March 1, 2016 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of April, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 8, 2020.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

KEARNS

CONSTRUCTION CO • CGC 060194

Completed Projects:

Kearns Construction Company / CGC 060194

July 08, 2020

Subject: Completed Projects

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

KEARNS

CONSTRUCTION CO • CGC 060194

Port Miami 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
Island Gardens Mega Yacht / Marine Mitigation Commercial Dive Sand & Reef Ball Jon Wainwright Owner Watson Island, Miami, Florida 561 371 9684 Engineer (Tim Blankenship): Coastal Systems International Telephone: 305 661 3655	2,800,000	June 2016	100% by Kearns
Port Miami Bimini Super Fast Fenders Installation Owner / Engineer: Port Miami Art T., Robert Stebbins, Juan Bergouignan Telephone: Cell: 954 803 1909, Office: 305 347 4974 Office: 786 268 5159, Cell: 305 794 2673	\$50,000	May, 2013	100% by Kearns
Port Miami Passenger Boarding Bridge Owner: Port Miami Art T., Robert Stebbins, Juan Bergouignan Telephone: Cell: 954 803 1909, Office: 347 4974 Office: 786 268 5159, Cell: 305 794 2673	\$70,000	June, 2012	75% by Kearns
Port Miami Passenger Boarding Bridge Owner: Port Miami Art T., Robert Stebbins, Juan Bergouignan Telephone: Cell: 954 803 1909, Office: 347 4974 Office: 786 268 5159, Cell: 305 794 2673	\$95,000	June, 2013	75% by Kearns

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

KEARNS

CONSTRUCTION CO • CGC 060194

Ocean Reef Club Marine Demo & Floating Dock Installation Marina Village Phase III & Marine Max Steve Ryder / Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331	\$650,000	September 2019	100% by Kearns
KAYWAMA Key Largo Marina (70 Slips) Demolition and Pile Installation John McCain P.E	\$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 New Sheet Pile Toe Wall 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. Engineer: Kevin McCabe	\$340,000	February, 2008	100% by Kearns
Monty's in the Grove Dock Replacement Owner: Jose Hevia / Prime Marina Engineer: Kirk Lofgren / Ocean Consulting Cell: 305 457 5573	\$6,500,000	January, 2019	100% by Kearns
City of Miami Beach seawalls Sheet Pile Seawall Prime Contractor: EnviroWaste Jose Ferre 786 365 0635 Engineer: Ocean Consulting Telephone: 305 457 5573	\$580,000	April, 2011	100% by Kearns

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

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

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

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

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

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

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

KEARNS

CONSTRUCTION CO • CGC 060194

Flagler Memorial Bridge	\$1,200,000	Spring 2017	100% by Kearns
Palm Beach, Florida / Commercial Diving			
Demo Existing Bridge			
PCL Civil Constructors			
Eugene Santiago			
P 561 253 6995 C 813 376 6305			
Miami River Lobster Docks	\$1,000,000	Various Dates	100% by Kearns
Five Different Projects / Sheet pile Seawalls, Shoreline Stabilization and Commercial Docks			
Manny Prieguez (Owner)			
Cell: 305 345 9070			
Ocean Consulting / Kirk Lofgren (cell): 305 457 5573			
Key Biscayne Yacht Club	\$2,100,000	Spring 2017	85% by Kearns
Remove Replace North Dock, Sheet Pile Seawall, Dredge, Floating Docks			
Christine Stewart – Marina Manager / KBYC			
Office: 305 361 8229 Cell: 954 562 7288			
Miami Dade County Channel Markers	\$80,000	Various	100% by Kearns
Mike Page / Miami Dade County			
Cell: 305 297 8991			
Margaritaville Resort and Marina	\$700,000	2017	100% by Kearns
Ship Fender Installation & Pipe Pile Driving			
Owner: Jim Vernon			
Cell: 305 304 1812			
Fisher Island Mega Yacht Marina	\$1,200,000	2018	100% by Kearns
Remove Fixed Docks and Replace with Floating Docks (Demo & Install)			
Client: Bellingham Marina / Steve Ryder			
Cell: 904 613 2331			
Sunset Island Utilities Removal	\$2,300,000	2019	50% by Kearns
Remove underwater utilities			
Client: Jim Vernon			
Cell: 305 304 1812			

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Ocean Reef Marina, Village Phase III \$500,000 2019 100% by Kearns
Remove Existing fixed Dock and Replace with Floating
Client: Jeff Pratt / Bellingham Marina
Cell: 904 570 1452

Ocean Reef, Marina Max \$50,000 2019 100% by Kearns
Floating Dock Finger Pier Extension
Client: Jeff Pratt / Bellingham Marine
Cell: 904 570 1452

Stock Island Marina Village – Phase II \$500,000 2019 – 2020 100% by Kearns
Dock Demo & Install New Floating Docks
Client: Jeff Pratt / Bellingham Marine
Cell: 904 570 1452

Port Miami – MDFD \$220,000 2019 80% by Kearns
Repair Floating Docks
Client: Frank Ramirez / Port Miami
Cell: 305 609 9976

Current Projects (12/18/2019):

Dinner Key Marina \$23,000,000
Rebuild 583 Slip Marina
Client: City of Miami
Project Representative: Robert Fenton
Cell: 786 263 2133

Pier 5 Reconstruction \$2,800,000
Rebuild Pier 5 at Miamarina (Bayside)
Client: City of Miami
Project Representative: Maria Busto
Cell: 786 376 3177

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

KEARNS, CHARLES SWANSON

KEARNS CONSTRUCTION COMPANY
4101 BRAGANZA AVE
MIAMI FL 33133

LICENSE NUMBER: CGC060194

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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