
PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB # 19-012, INSTALLATION OF NAVIGATION AIDS DELINEATING VESSEL EXCLUSION – FLEMING KEY AND BOCA CHICA – NAS KEY WEST FLORIDA addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on May 22, 2019 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 sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB # 19-012 BID FOR INSTALLATION OF NAVIGATION AIDS DELINEATING VESSEL EXCLUSION – FLEMING KEY AND BOCA CHICA – NAS KEY WEST FLORIDA” addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all materials, equipment and labor, necessary to accomplish the following:

Install pile supported regulatory signs to delineate the existing vessel exclusion zone on the west side of Fleming Key, and replace 10 vessel exclusion zone buoy markers to delineate the existing surface danger zone on the northeast side of Boca Chica Key.

Drawings and Specifications may be obtained from Demand Star by Onvia or 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 10:00 a.m., April 23, 2019, in the City Manager’s Conference Room on the second floor of the Key West City Hall, 1300 White Street, Key West, Florida

The successful Bidder may 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 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 successful Bidder shall 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; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certified General Contractors License issued by the State of Florida.

All bid 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 Kreed Howell, Senior Construction Manager by email at: lhowell@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance, are not permitted.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any of the following: (1) 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, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (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.

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 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 ten (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 available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

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 CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes 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 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 CITY 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.

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 non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided 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 CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in roof construction and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

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

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

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Non-Collusion Affidavit
Public Entity Crimes Form
Indemnification Form
Local Vendor Certification
City of Key West Business License Tax Receipt
Domestic Partnership Affidavit
Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize

the tax.

8. SUBMISSION OF 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, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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 BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Bids, the CITY 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, provide additional documents, 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 one hundred & twenty (120) days after the opening of Bids.

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within fourteen (14) calendar days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies 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 fourteen (14) calendar days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

If additive alternate is exercised by the City, the successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid. The term of this contract will be **120** calendar days from the date of the Notice to Proceed, with all marine work completed within **90** days of receipt of all necessary permits/permit renewals.

18. SCHEDULE IMPACTS THAT AFFECT THE BID

Contractor shall be required to schedule and phase all work such that authorized City and Navy staff will have continuous, uninterrupted access to the Mole Pier, boat ramp, and dockage facilities.

Work may be conducted Monday through Friday 7:00am to 6:00pm and on Saturday 8:00am to 5:00pm. No work may be conducted on Sundays.

19. BIDDERS' QUESTIONS Bidders shall submit in writing any and all questions regarding this Invitation to Bid to:

TO: Kreed Howell
City of Key West – Engineering
1300 White Street
Key West, FL 33040
lhowell@cityofkeywest-fl.gov

Note that, in compliance with City Ordinance 2-773 “Cone of Silence,” bidders’ questions will be responded to by issuance of publicly available Addenda as required. All such questions must be received by the City **in writing, no later than 5:00 PM, May 13, 2019.**

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: INSTALLATION OF NAVIGATION AIDS DELINEATING
VESSEL EXCLUSION – FLEMING KEY AND BOCA CHICA –
NAS KEY WEST FLORIDA
ITB 19-012

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

Company Name: Kearns Construction Company

Contact Name & Telephone #: John Kearns 305.461.0310

Email Address: JKearns@kearnsconstruction.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

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.

Bid Form ITB 19-012 – City of Key West Project No. OM190016XX

REPLACEMENT/INSTALLMENT OF VESSEL EXCLUSION BUOYS

BASE BID: BUOY INSTALLMENT – FLEMING KEY \$ 77,684.00
Seventy-seven thousand six hundred eighty-four Dollars & Cents
Amount written in words

BASE BID: BUOY REPLACEMENT – BOCA CHICA \$ 96,208.00
ninety-six thousand two hundred eight Dollars & Cents
Amount written in words

TOTAL LUMP SUM BID: \$ 173,892.00
one hundred seventy three thousand Dollars & Cents
eight hundred ninety two *Amount written in words*

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

General Requirements	62,815.00
Install 12" Dia. CCA 2.50, 35' L	37,637.00
Install Exclusion Zone Signs	9,600.00
Install Helical Anchors w/ downline and Buoy	63,840.00

SURETY

Nielson, Hoover, & Associates whose address is
8000 Governors Square Blvd, Suite -101, Miami Lakes, FL, 33014
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Kearns Construction Company doing business at
2550 S. Bayshore Drive, 206B, Miami, FL, 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>CEO</u>	<u>Charles Kearns</u>
<u>CEO</u>	<u>John Kearns</u>
<u>COO</u>	<u>James "Brock" Sullivan</u>
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2019.

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 22nd day of May 2019.

(SEAL)

Kearns Construction Company
Name of Corporation

By John Kearns

Title CFO

Attest [Signature]
Secretary

POWER OF ATTORNEY

Direct Inquiries/Claims to:

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

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

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

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

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

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



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

Kathleen T. Maynard

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

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 22, 2019
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

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 Kearns

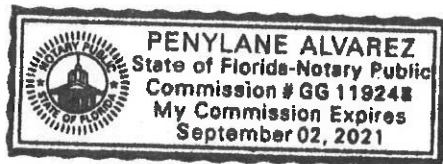
Sworn and subscribed before me this

22nd day of May 2019.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Sept. 02, 2021



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 Bid for Installation of Navigation Aids Delineating Vessel Exclusion - Fleming Key & Boca Chica - NAS Key West Florida - ITB 19-012

2. This sworn statement is submitted by Kearns Construction Company
(Name of entity submitting sworn statement)

whose business address is 2550 S. Bayshore Dr., Suite 206B 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 Kearns
(Please print name of individual signing)

and my relationship to the entity named above is CFO

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

John Kearns

(Signature)

05/22/2019

(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)

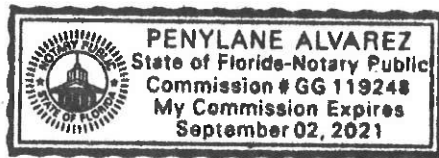
Signature in the space provided above on this 22nd day of May 2019.

My commission expires:

Sept. 02, 2021

[Signature]

NOTARY PUBLIC



INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Kearns Construction Company

SEAL:

2550 S. Bayshore Dr., Suite 206B
Miami, FL 33133

Address



Signature

John Kearns

Print Name

CFO

Title

DATE: 05/22/2019



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

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Kearns Construction Company Phone: 305.461.0310
 2550 S. Bayshore Dr., Suite 206B
 Current Local Address: Miami, FL 33133 Fax: 305.461.1892
 (P.O Box numbers may not be used to establish status)

Length of time at this address: Less than a year

John Kearns Date: 05/22/2019
 Signature of Authorized Representative

STATE OF Florida COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 22nd day of May, 2019.

By John Kearns, CFO, of Kearns Construction Company
 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

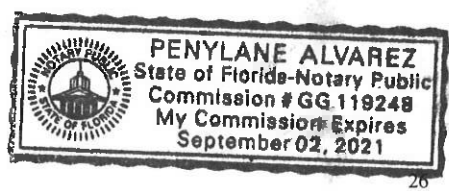
or has produced identification personally known as identification
 (Type of identification)

[Signature]
 Signature of Notary

Penylane Alvarez
 Print, Type or Stamp Name of Notary

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

Title or Rank



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 Ordinance Sec. 2-799.

By: John Kearns

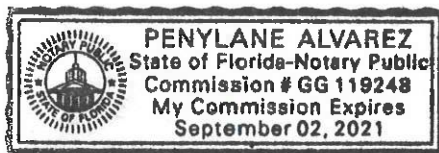
Sworn and subscribed before me this

22nd Day of May, 2019



NOTARY PUBLIC, State of FL. at Large

My Commission Expires: Sept. 02, 2021




CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Miami-Dade)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Kearns Construction Company have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

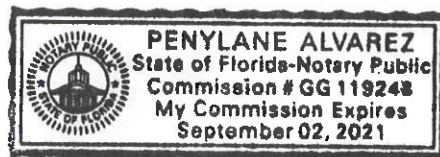
Sworn and subscribed before me this

22nd Day of May, 2019



NOTARY PUBLIC, State of FL. at Large

My Commission Expires: Sept 02, 2021





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

ITB 19-012 Vessel Exclusion Buoys

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Attachments:

- 1) Sign-in Sheet
- 2) Meeting Minutes
- 3) I-9 Form
- 4) SECNAV Approved Access Form 5512-1

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

John Kearns

Signature

Kearns Construction Company

Name of Business



THE CITY OF KEY WEST

1300 White Street, Key West, Florida 33040 (305) 809-3963

ITB 19-012 – Installation of Vessel Exclusion Buoys
Meeting Minutes
April 23, 2019

Location: KWCH Job Site Teleconference

Subject of Meeting: Pre-Bidders Meeting

Status of Minutes: Draft Final

Attendees	Company
L. Creed Howell	CKW
Sean Morley	Key West Harbor Services
Yusleidy Vazquez	Kearns
Andrew Connelly	UESI
Franco Quintero	Ebsary

*By Telephone

Distribution of Notes other than attendees:

Steve McAlearney	CKW
Greg Veliz	CKW
Lt. Shane Thames	NAS Key West
LCDR Kevin Hughes	NAS Key West

A mandatory Pre-Bidders meeting for the installation of vessel exclusion buoys was held at 10:00 AM on Tuesday, April 23, 2019 in the City Manager's Conference Room Key West City Hall. The agenda for said meeting is the template for these minutes and additional information will be in *italicized red font*. If there are any discrepancies to the minutes please contact me at lhowell@cityofkeywest-fl.gov and the appropriate changes will be made.



THE CITY OF KEY WEST

1300 White Street, Key West, Florida 33040 (305) 809-3963

ITB 19-012 – Installation of Vessel Exclusion Buoys

▪ **Project Overview**

Install pile supported regulatory signs to delineate the existing vessel exclusion zone on the west side of Fleming Key, and replace 10 vessel exclusion zone buoy markers to delineate the existing surface danger zone on the northeast side of Boca Chica Key.

▪ **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 project shall be completed in 60 calendar days from the date of Notice to Proceed.

▪ **Work Days – Hours**

- All work shall be accomplished between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday (excluding Federal Holidays) unless other times are specifically pre-arranged with the Contracting Officer's representative
 - *Staff confirmed that even though the contractor will be performing the work outside a protected perimeter the contractor would need to adhere to the specified work times.*

▪ **Critical Dates and Times**

- Bid advertisement / issue date – April 5, 2019
- Mandatory Pre-Bid – April 23, 2019
- Final Date for Inquiries – May 13, 2019
- Final RFI Response Date – May 20, 2019
- Bid Opening – 3:00 p.m., Wednesday May 22, 2019
 - *There are no scheduled changes as of the issuance of this addendum.*

▪ **Contractor Responsibilities:**

- Contractor shall verify elevations and location of the proposed buoys prior to start of installation.
- Limit of Work
- Contractor shall collect all unsuitable material from all preparation, and dispose of, off Government property in accordance with all applicable EPA, State, Federal, and Local laws, regulations, and ordinances.
- Contractor is responsible for providing all materials, equipment, and labor necessary to complete the scope of work
 - *There are no scheduled changes as of the issuance of this addendum.*

▪ **Security Requirements:**

- All individuals working at the Naval Air Station Complex and associated Annexes shall obtain an individual Identification Card issued by the Naval Air Station Pass and ID Office. Each individual shall present two original forms of identification: photo ID, such as State Driver's License, or Pass Port; and Original Social Security Card. The firm shall provide



THE CITY OF KEY WEST

1300 White Street, Key West, Florida 33040 (305) 809-3963

- Employment Eligibility Verification in accordance with Homeland Security requirements. Pass and ID Forms and additional instructions will be issued to the Contractor upon award of the Contract.
- Identification Badge and Installation Access: All contractors, suppliers and vendors must have a Defense Biometric Identification System (DBIDS) credential for base access. Obtain access to the installation by participating in the DBIDS. Costs for obtaining passes through the DBIDS are the responsibility of the Contractor. One-day passes, issued through the Base Pass and Identification Office will be furnished without charge. Furnish a completed EMPLOYMENT ELIGIBILITY VERIFICATION (DHS FORM I-9) form for all personnel requesting badges.
 - *Staff confirmed that even though the contractor will be performing the work outside a protected perimeter the contractor would need to adhere to the specified security protocols.*
- **Communication / RFI's:**
 - Email Correspondence – Cone of Silence
 - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. REF: Florida Statutes Chapter 119.
 - Requests for Information
 - The goal of the Request for Information (RFI) is to act as a partnering tool to resolve scope gaps, conflicts, or subtle ambiguities during the construction process and to eliminate the need for costly corrective measures...use them!
 - Submit all RFI's to lhowell@cityofkeywest-fl.gov
 - *See final date for inquiries above*
- **Additional Information:**
 - Photography and Cell Phone Usage
 - Payment and Performance Bonds
- **Attachments:**
 - Project Location and Limit of Work
 - *Staff currently awaiting confirmation of the final location for material staging area*
 - Employment Eligibility Verification Form I-9
 - Department of the Navy Base Access Pass Registration Form 5512/1



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number [][]-[][]-[][][][]		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i>	
1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____	QR Code - Section 1 Do Not Write in This Space

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

Preparer and/or Translator Certification (check one):
 I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code

STOP **Employer Completes Next Page** STOP



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions)

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)	City or Town	State	ZIP Code

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable)			B. Date of Rehire (if applicable)
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

DEPARTMENT OF THE NAVY LOCAL POPULATION ID CARD/BASE ACCESS PASS REGISTRATION

PRIVACY ACT STATEMENT:

AUTHORITY: 10 U.S.C. 5013, Secretary of the Navy, 10 U.S.C. 5041, Headquarters, Marine Corps; OPNAVINST 5530.14E, Navy Physical Security, Marine Corps Order 5530.14A, Marine Corps Physical Security Program Manual; and E.O. 9397 (SSN), as amended, SORN MM05512-2.

PURPOSE(S): To control physical access to Department of Defense (DoD), Department of the Navy (DON) or U.S. Marine Corps Installations/Units controlled information, installations, facilities, or areas over which DoD, DON, or U.S. Marine Corps has security responsibilities by identifying or verifying an individual through the use of biometric databases and associated data processing/information services for designated populations for purposes of protecting U.S./Coalition/allied government/national security areas of responsibility and information; to issue badges, replace lost badges, and retrieve passes upon separation; to maintain visitor statistics; collect information to adjudicate access to facility, and track the entry/exit times of personnel.

ROUTINE USE(S): To designated contractors, Federal agencies, and foreign governments for the purpose of granting Navy officials access to their facility.

DISCLOSURE: Providing registration information is voluntary. Failure to provide requested information may result in denial of access to benefits, privileges, and DoD installations, facilities and buildings.

IDENTITY PROOFING AND APPLICANT INFORMATION

1. LAST NAME:	2. FIRST NAME:	3. MIDDLE NAME:	4. NAME SUFFIX: <input type="checkbox"/> Jr. <input type="checkbox"/> Sr. <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IV
5. HISPANIC OR LATINO (Check one): <input type="checkbox"/> YES <input type="checkbox"/> NO	6. RACE (Check one or more): <input type="checkbox"/> WHITE <input type="checkbox"/> AFRICAN AMERICAN OR BLACK <input type="checkbox"/> ASIAN <input type="checkbox"/> AMERICAN INDIAN OR ALASKIAN NATIVE <input type="checkbox"/> NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		
7. GENDER (Check one): <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	8. DATE OF BIRTH: <small>Month / Day / Year</small>	9. CITY OF BIRTH:	10. STATE OF BIRTH:
12. US CITIZEN (Check): <input type="checkbox"/> YES <input type="checkbox"/> NO		13. DUAL CITIZENSHIP: <input type="checkbox"/> YES <input type="checkbox"/> NO CITIZENSHIP IF OTHER THAN US (Country):	

U.S. Citizen Minimum Documentation Required:
 By Birth - Social Security No and/or State ID/Drivers License.
 Naturalized - Certification Number, Petition Number, Date, Place and Court, United States passport number, Social Security No and/or State ID/Drivers License.
 Derived - Parent's certification number, Social Security No and/or State ID/Drivers License.

Alien Minimum Documentation Required:
 Registration Number, Expiration date, Date of entry, Port of entry.

14. IDENTITY SOURCE DOCUMENTS PRESENTED:	15. DOCUMENT NUMBER:	16. ISSUED BY STATE/COURT:	17. ISSUED BY COUNTRY:	18. ISSUED:	19. EXPIRES:
<input type="checkbox"/> Social Security No.			United States		
<input type="checkbox"/> State ID/Drivers License			United States		
<input type="checkbox"/> Passport No.					
<input type="checkbox"/> Certification Number and Petition Number					
<input type="checkbox"/> Derived - Parent's Certification Number.			United States		
<input type="checkbox"/> Alien Registration No.			United States		

Date of Entry: _____ Port of Entry: _____

OTHER APPROVED IDENTITY SOURCE DOCUMENTS:

<input type="checkbox"/>			
<input type="checkbox"/>			

20. WEIGHT (Pounds):	21. HEIGHT (Inches):	22. HAIR COLOR (Check one): <input type="checkbox"/> Blond <input type="checkbox"/> Brown <input type="checkbox"/> Black <input type="checkbox"/> Gray <input type="checkbox"/> Red <input type="checkbox"/> White <input type="checkbox"/> Silver <input type="checkbox"/> Auburn <input type="checkbox"/> Bald	23. EYE COLOR (Check one): <input type="checkbox"/> Brown <input type="checkbox"/> Green <input type="checkbox"/> Blue <input type="checkbox"/> Hazel <input type="checkbox"/> Black <input type="checkbox"/> Gray <input type="checkbox"/> Violet <input type="checkbox"/> Unknown
24. HOME ADDRESS (Include city, state, zip code):			HOME PHONE (Include Area Code):
25. BASE SPONSOR'S NAME: <div style="text-align: center;">DoD ID#</div>			SPONSOR PHONE (Include Area Code):

EMPLOYMENT ACTIVITY INFORMATION

26. EMPLOYER NAME AND ADDRESS (Include city/state/zip code):	EMPLOYER PHONE (Include Area Code):
27. SUPERVISOR NAME AND ADDRESS (Include city/state/zip code):	SUPERVISOR PHONE (Include Area Code):

28. Check the applicable box for WORK HOURS box or check the OTHER box and enter the work hours, then check the applicable for WORK DAYS:

WORK HOURS: 0600-1800 0800-1700 OTHER _____ WORK DAYS: SN M T W TH F ST

PRIOR FELONY CONVICTIONS

29. Have you ever been convicted of a Felony? YES NO _____ *Initial*

REQUIREMENT TO RETURN LOCAL POPULATION ID CARD

30. I understand that I am required to return my Local Population Identification Card to the Base Pass Office when it expires or if my employment is terminated for any reason. _____ *(initial)*

AUTHORIZATION AND RELEASE AND CERTIFICATION

31. I hereby authorize the DOD/DON and other authorized Federal agencies to obtain any information required from the Federal government and/or state agencies, including but not limited to, the Federal Bureau of Investigation (FBI), the Defense Security Service (DSS), the U.S. Department of Homeland Security (DHS).

I have been notified of DON right to perform minimal vetting and fitness determination as a condition of access to DON installation/facilities. I understand that I may request a record identifier, the source of the record and that I may obtain records from the State Law Enforcement Office as may be available to me under the law. I also understand that this information will be treated as privileged and confidential information.

I release any individual, including records custodians, any component of the U.S. Government or the individual State Criminal History Repository supplying information, from all liability for damages that may result on account of compliance, or any attempts to comply with this authorization. This release is binding, now and in the future, on my heirs, assigns, associates, and personal representative(s) of any nature. Copies of this authorization that show my signature are as valid as the original release signed by me.

FALSE STATEMENTS ARE PUNISHABLE BY LAW AND COULD RESULT IN FINES AND/OR IMPRISONMENT UP TO FIVE YEARS.

BEFORE SIGNING THIS FORM, REVIEW IT CAREFULLY TO MAKE SURE YOU HAVE ANSWERED ALL QUESTIONS FULLY AND CORRECTLY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS MADE BY ME ON THIS FORM ARE TRUE, COMPLETE AND CORRECT

DATE _____ SIGNATURE _____

FINAL DETERMINATION ON YOUR ACCESS: The Base Commanding Officer has final authority for determination on granting physical access to DON controlled installations/facilities under his/her jurisdiction.

BELOW COMPLETED BY BASE REGISTRAR PERSON CONDUCTING IDENTITY PROOFING and NCIC CHECK

32. INFORMATION VERIFIED BY:	33. ENTERED IN C/S SYSTEM BY:	34. PASS ISSUE DATE:	35. PASS EXPIRATION DATE:
------------------------------	-------------------------------	----------------------	---------------------------

36. NCIC CHECK PERFORMED BY:	37. RESULTS OF NCIC CHECK: <input type="checkbox"/> NO RECORDS <input type="checkbox"/> RECORD IDENTIFIER RECORD NUMBER: _____	38. RESULTS OF LOCAL RECORDS CHECK: <input type="checkbox"/> NO RECORDS <input type="checkbox"/> RECORD IDENTIFIER RECORD NUMBER: _____
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Office of Under Secretary of Defense Directive-Type Memorandum (DTM) 09-012, "Interim Policy Guidance for DoD Physical Access Control," December 8, 2009. DTM 09-012 requires that DoD installation government representatives query the National Crime Information Center (NCIC) and Terrorist Screening Database to vet the claimed identity and to determine the fitness of non-federal government and non-DoD-issued card holders (i.e. visitors) who are requesting unescorted access to a DoD installation. The minimum criteria to determine the fitness of a visitor is: 1) not on a terrorist watch list; 2) not on a DoD installation debarment list; and 3) not on a FBI National Criminal Information Center (NCIC) felony wants and warrants list. Additionally, SECNAV Memo, Policy for Sex Offender Tracking and Assignment and Access Restrictions within the Department of the Navy, of 7 Oct 08 and OPNAVINST 1752.3 established the Navy's policy on sex offenders, requiring Region Commanders (REGCOMs) and Installation Commanding Officers (COs) to prohibit sex offender access to DoN facilities and Navy owned, leased or PPV housing. This form describes the authority and purpose to collect and share the required information; and identifies the applicant/visitor and sponsor; and authorizes the DoD to perform the minimum vetting and fitness determination criteria. A favorable response on the vetting and fitness determination is required to receive access to DOD-controlled installation/facilities.

COMPLETED PROJECTS

Project Name/ Description	Project Manager Contact	EOR/ AOR Contact	Owner/ Rep Contact	Contract Amount	Completion Date	Percentage by Kearns
Fisher Island Project – Bellingham Demolition of Center, Spa and Main Dock	Jeffrey Pratt (Bellingham Marine) (904) 380-5519			\$1,050,300	January 2019	100%
Biscayne Bay Pilot Station Concrete Dock Installation and Sheet pile repair		Jason Taylor (Cummins/Cederberg) 305-741-6155	Capt. Bronson Stubbs 904-753-0489	\$240,000	January 2019	100%
Ocean Key House Sunset Pier Reconstruct existing wood pier, including piles		Tony Rivas (Atkins) 305-444-6260	Jamie Colee (Seaboard Assoc. Limited Partners) 206-854-7048	1,800,000	December 2019	100%
Monty's Marina Redevelopment – Prime Marina Entire Marina Dock Replacement		Kirk Lofgren (Ocean Consulting) (305) 457-5573	Jose Hevia (305) 710-4302	\$6,500,000	January 2019	100%
City of Miami Beach Fleet Management Seawall New Combi Wall – Underwater Welding		Christina Aquino (BCC Engineers) (305) 670-2350	David Gomez (City of Miami Beach) (305) 673-7071	\$1,200,000	June 2018	100%
Flagler Memorial Bridge Phase I Marine Debris Removal, Commercial Diving And marine demolition	Santiago Zuleta (PCL Civil Constructors) 813 376 6305		Florida Department of Transportation	\$400,000	September 2017	100%
Flagler Memorial Bridge Phase II Marine Debris Removal, Commercial Diving And marine demolition	Santiago Zuleta (PCL Civil Constructors) 813 376 6305		Florida Department of Transportation	\$1,100,000	April 2018	100%

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Project Name/ Description	Project Manager Contact	EOR/ AOR Contact	Owner/ Rep Contact	Contract Amount	Completion Date	Percentage by Kearns
Margaritaville Resort and Marina Ship Fender Installation and Pipe Pile Driving			Jim Vernon (305) 304-1812	\$600,000	Spring 2018	100%
Key Biscayne Yacht Club Remove/Replace North Dock, Sheet Pile Seawall, Dredge, Floating Docks	Christine Stewart (KBYC Marina Manager) Telephone: (305) 361-8229 Cell: (954) 562-7288			\$2,100,000	Spring 2017	85%
Hillsboro Bridge Foundation Stabilization, Concrete Mats, Commercial Diving, Marine Debris	Santiago Zuleta (PCL Civil Constructors) (561) 376 6305		City of Hillsboro	\$180,000	Summer 2015	100%
Island Gardens Mega Yacht Marina, Marine Mitigation, Commercial Diving, Sand and Reef Ball	Jon Wainwright (561) 371-9684	Tim Blankenship (Coastal Systems International) (305) 661-3655	Flagstone Property Group	\$2,800,000	June 2016	100%
Elliott Key Park Pier Removed Existing 200' long concrete pier Constructed new reconfigured pier	Tim Gabriel (919) 625-0106	David Olin (Olin Hydrographic) (305) 619-2800	National Parks Service Tim Bemisderfer (404) 507-5705 or (404) 316-0603	\$1,070,000	January 2016	100%
Ocean Reef Club, Key Largo Marina Demolition and Floating E and F Docks Installation – 110 Slips	Steve Ryder (Bellingham) (904) 613-2331			\$1,100,000	October 2015	85%

Project Name/ Description	Project Manager Contact	EOR/ AOR Contact	Owner/ Rep Contact	Contract Amount	Completion Date	Percentage by Kearns
Saxony Hotel, Miami Beach Cofferdam and Tremie Pour	Tyler Dillon (239) 340-8526	Robert Samara, P.E. (305) 934-2220		\$1,600,000	August 2015	75%
Marina Palms Marina 116-Slip New Marina with Floating and Marine Debris Removal, Fixed Docks, Dredging, Commercial Dive, Demolition/Disposal of 200-ton Boat Lift	Ed Beck (305) 454 3214			\$7,000,000	November 2015	90%
Venetian Causeway Demolition 15,000 tons of Steel and Concrete Foundations and Marine debris, commercial Dive	Chuck Gillette (GLF Construction) (239) 672-9163		City of Miami	\$450,000	Winter 2015	100%
Norris Cut Sewer Tunnel Access Shaft 42' diameter X 100' deep in length (deepest shaft and tremie in FL)	Robert Stebbins (WASD) (412) 715-3265 Eloy Ramos (Nicholson Construction)	Robert Samara (305) 934-2220	Miami-Dade County Water and Sewer Department	\$900,000	Winter 2015	75%
Dinner Key Marina New Docks at Spoil Island E	Carlos Vasquez (786) 376-5480	Tim Blankenship (Coastal Systems International) (305) 525-6472	City of Miami	\$328,000	June 2014	100%
Port Miami Reef Ball Marine Mitigation	Art Tilburg, Frank Ramirez & Juan B. and Robert Stebbins 305 609 9976	Tim Blankenship (Coastal Systems International) (305) 525-6472	Miami-Dade County	\$1,800,000	February 2014	75%

Project Name/ Description	Project Manager Contact	EOR/ AOR Contact	Owner/ Rep Contact	Contract Amount	Completion Date	Percentage by Kearns
United States Sailing Center Floating Docks	Carlos Vasquez (786) 376-5480	Tim Blankenship (Coastal Systems International) (305) 525-6472	City of Miami	\$147,000	August 2013	100%
Port Miami Passenger Boarding Bridge	Robert Stebbins and Juan Bergouignan (305) 347-4974		Miami-Dade County	\$95,000	June 2013	75%
Port Miami Fenders Installation	Robert Stebbins and Juan Bergouignan (305) 347-4974		Miami-Dade County	\$50,000	May 2013	100%
Big Fish Restaurant, Miami River 400' of concrete panel seawall	Elliot Rodriguez (By His Grace Construction) (305) 642-3520			\$385,000	Summer 2012	100%
PortMiami Passenger Boarding Bridge	Robert Stebbins and Juan Bergouignan (305) 347-4974		Miami-Dade County	\$70,000	June 2012	75%
Port Miami Tunnel Watson Island to Dodge Island Excavation and Tremie Concrete Pour – Largest in North America	Joe Folco (BCWF) (305) 894-1800	Jacobs Engineering (305) 471-4753	Florida Department of Transportation	\$3,000,000	April 2012	75%
Rickenbacker Marina, Virginia Key New Boat Launch and Docks		Kirk Lofgren (Ocean Consulting) (305) 457-5573	Aabad Melwani (305) 761-7720	\$3,300,000	March 2012	100%

Project Name/ Description	Project Manager Contact	EOR/ AOR Contact	Owner/ Rep Contact	Contract Amount	Completion Date	Percentage by Kearns
Stock Island Marina Village Demolition Piles and Floating Docks – 120 Slips		Bellingham Marine (904) 613-2331	Mathew Shrunk (305) 294-2288	\$1,000,000	January 2012	100%
Ocean Reef Club, Key Largo New Piles for Floating D and H Dock Installation – 90 Slips	Steve Ryder (Bellingham) (904) 613-2331	Bellingham Marine		\$150,000	September 2011	100%
Port Miami Tunnel Watson Island to Dodge Island Excavation and Tremie Concrete Pour – Second-Largest in North America	Joe Folco (BCWF) (305) 894-1800	Jacobs Engineering (305) 471-4753	Florida Department of Transportation	\$2,000,000	July 2011	75%
City of Miami Beach Seawalls Sheet Pile Seawall	Jose Ferre (EnviroWaste) (786) 365-0635	Kirk Lofgren (Ocean Consulting) (305) 457-5573		\$580,000	April 2011	100%
Cocoplum Marina, Coral Gables Pile Work and Police Dock	Captain Harris (Dock Master) (305) 788-7353			\$200,000	March 2011	100%
Rickenbacker Marina, Virginia Kay 750' Seawall Sheet Pile		Kirk Lofgren (Ocean Consulting) (305) 457-5573	Aabad Melwani (305) 761-7720	\$466,000	January 2011	100%
Camp Biscayne, Coconut Grove Dredge, Seawall and Sheet Piles		Kirk Lofgren (Ocean Consulting) (305) 457-5573		\$450,000	Summer 2009	100%
Residences at Vizcaya, Miami New 12-Slip Marina, New Sheet Pile Toe Wall		Kirk Lofgren (Ocean Consulting) (305) 457-5573		\$360,000	February 2009	100%

Project Name/ Description	Project Manager Contact	EOR/ AOR Contact	Owner/ Rep Contact	Contract Amount	Completion Date	Percentage by Kearns
KAYWAMA Marina, Key Largo Demolition and Pile Installation – 70 Slips	John McCain, P.E W. F. McCain & Associates, Inc. (772) 770 1093 & (305) 735 8282			\$860,000	February 2008	100%
Monty's in the Grove, Miami Hurricane Repair to Marina			Robert W. Christoph, Sr. (305) 672-5588	\$340,000	February 2008	100%
River Cove Marina, Miami River Dredge, Docks, Seawall and Sheet Piles – 80-Slip Marina			Robert W. Christoph, Sr. (305) 672-5588	\$2,000,000	January 2008	100%
Ray Herman, Key Largo Floating Dock at Private Home		Bellingham Marine (904) 613-2331		\$50,000	September 2007	100%
Miami River Ship Terminal 400' Sheet Pile Wall Installation			Bruno Ramos (305) 491-7172	\$200,000	Summer 2007	100%
Coral Reef Yacht Club, Coconut Grove Floating Docks	Jim Van Buren (General Manager) (305) 858-1733			\$50,000	January 2007	100%
Miami River Lobster Docks Seawalls, Sheet Piles, Shoreline Stabilization and Commercial Docks		Kirk Lofgren (Ocean Consulting) (305) 457-5573	Manny Prieguez (305) 345-9070	\$1,000,000	Various Dates	100%
Dinner Key Marina, Miami Pile Installation	Steven Bogner (Marina Manager) (305) 579-6980		City of Miami	\$600,000	Various Dates	100%

KEARNS

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Project Name/ Description	Project Manager Contact	EOR/ AOR Contact	Owner/ Rep Contact	Contract Amount	Completion Date	Percentage by Kearns
Miami-Dade County Channel Markers Various Biscayne Bay Locations	Mike Page (305) 297-8991			\$80,000	Various Dates	100%



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



Do not alter this document in any form.

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

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2019,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and _____

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB # 19-012, INSTALLATION OF NAVIGATION AIDS DELINEATING VESSEL EXCLUSION – FLEMING KEY AND BOCA CHICA – NAS KEY WEST FLORIDA, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ th day of _____ 2019, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within **120** days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ Day of _____, A.D., 2019

CITY OF KEY WEST

By _____

Title City Manager

CONTRACTOR

By _____

Title _____

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2019, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR’S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee, in the sum of:

_____ DOLLARS (\$ _____, lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

INSTALLATION OF NAVIGATION AIDS DELINEATING VESSEL EXCLUSION – FLEMING KEY AND BOCA CHICA – NAS KEY WEST FLORIDA

attached hereto, with the CITY, dated _____ to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any, and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and

his obligation thereunder, including the Contract Documents (which include the permit form, coral relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest