

BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**

Project No.: **ITB #25-008**

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

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

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

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

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida (“City”), the types of insurance described herein.

- 1.02 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.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) 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 all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 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.
- 1.07 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.
- 1.08 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 Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement 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 Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal



- property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
 - 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
 - 1.15 The Contractor shall provide 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 Agreement, except for the application of the Aggregate Limits Provisions.
 - 1.16 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 termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
 - 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor 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 the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 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 Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 Limit Disease Each
Employee	

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

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. sub-section 688). The limits of such coverage shall not be less than \$1,000,000.

USL&H Coverage shall be maintained by the Contractor that will respond to claims filed under the United States Longshoremen and Harbor Workers Act (33 USC sections 901-950). The limits of such coverage shall be not be less than \$1,000,000.

Marine General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is equal to or more comprehensive than the Primary Marine General Liability policy.

Protection & Indemnity Insurance (P&I) shall be maintained by the Contractor and shall include Water Craft Liability coverage, Crew coverage, and Wreckage Removal coverage. The limits of such coverage shall not be less than \$2,000,000.

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 such coverage 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
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If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

~~**Builders Risk Insurance** shall be maintained by the Contractor. Coverage should be provided on an "All Risk" basis to include the perils of Flood and Wind. Coverage must extend to all materials stored at the construction site that is intended to be included in the completed structure. Coverage should be provided on a "Completed Value" basis. The minimum acceptable limits for this coverage shall be the Full Replacement Value of the completed structure. City shall be designated as the "Loss Payee" on the policy.~~

Professional Liability Insurance shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the

commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

SURETY AND INSURER QUALIFICATIONS

All 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.

CONTRACT EXECUTION

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred twenty (120) calendar days.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 01, _____, _____, _____. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

UNIT PRICE WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts.



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

* * * * *

A handwritten mark in blue ink, possibly a signature or initials, located in the bottom right corner of the page. It consists of a horizontal line with a small hook at the end, and a vertical line extending downwards from the center of the horizontal line.

BID SCHEDULE

Project Title: **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY
REPAIR – KEY WEST BIGHT MARINA**

Project No.: **ITB #25-008**

UNIT PRICE BID

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

1. Mobilization, General/Supp Conditions and Demobilization

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
a. Mobilization	1	Each	\$ <u>100,000</u> -
b. General/Supp. Conditions	1	Each	\$ <u>75,788</u> -
c. Demobilization	1	Each	\$ <u>1,000</u> -
1 LS (10% of Construction Cost Max (a + b + c)		TOTAL	\$ <u>176,788</u>

2. Payment and Performance Bonds

<u>QTY</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>40,000</u>

3. Permit Fees (to be paid at cost)

<u>QTY</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>90,000</u>

4. 3x8 Horizontal Timbers (includes all labor, equipment, disposal and material)

<u>LENGTH</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
10'L	20	Each	\$ <u>550.00</u>	\$ <u>11,000</u> -
12'L	74	Each	\$ <u>595.27</u>	\$ <u>44,050</u> -
15'L	3	Each	\$ <u>683.33</u>	\$ <u>2,050</u> -
		TOTAL		\$ <u>57,100</u> -

2

5. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)

<u>LENGTH</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
10'L	1	Each	\$ <u>550.00</u>	\$ <u>550 -</u>
12'L	13	Each	\$ <u>590.77</u>	\$ <u>7,680 -</u>
15'L	25	Each	\$ <u>670.00</u>	\$ <u>16,750 -</u>
TOTAL				\$ <u>24,980 -</u>

6. 26" SS All-Thread Hardware Assembly (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
396	EA	\$ <u>113</u>	\$ <u>44,560 -</u>

7. SS Nut & Washer (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
792	EA	\$ <u>11</u>	\$ <u>8,920 -</u>

8. 12"x35' Dia Pile, driven 10' into cap rock (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
143	EA	\$ <u>6,069</u>	\$ <u>867,867 -</u>

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
143	EA	\$ <u>109</u>	\$ <u>15,620 -</u>

10. Concrete Grout Mix & Rebar (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>114,433</u>	\$ <u>114,433</u>

11. All components required for Boathouse Walkway Repairs (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>264,112</u>	\$ <u>264,112</u>

12. All components required for H2 Dock Extension (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>190,000</u>	\$ <u>190,000</u>

13. Additional 14" square concrete. x 35' Piles (location TBD) (includes all labor, equipment, disposal and material)

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
Dock Pile	0	EA	\$ <u>0.00</u>	\$ <u>0.00</u> <u>0</u>
Fender/Mooring Pile	0	EA	\$ <u>0.00</u>	\$ <u>0.00</u> <u>0</u>
TOTAL				\$ <u>0.00</u> <u>0</u>

[Handwritten signature]

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ 100,000	\$ 100,000

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 14

\$ 1,994,380 -
One Million Nine Hundred Ninety Four Thousand
Three Hundred Eighty \$ and 00 Cents
(amount written in words) Three Years 4/30/2025

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

Seasns Construction plans to
perform all work except
for MEP work. Value of
Self performed work is
\$ 1,900,000 -

For

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:

Plumbing work
Portion of Work
Garry's Plumbing & Fire
Name
6409 2nd Terrace, Key West, FL
Street City State Zip 33040

Electrical work
Portion of Work
Chert Electric LLC
Name
3255 Flagler Ave, Key West, FL
Street City State Zip 33040

Portion of Work

Name

Street

City

State

Zip

Portion of Work

Name

Street

City

State

Zip

JE

SURETY

HARTFORD CASUALTY INSURANCE COMPANY whose address is

ONE HARTFORD PLAZA, HARTFORD, CT, 06155
Street City State Zip

305.722.2663 CHARLES J. NIELSON OF NIELSON, HOOVER & COMPANY / ACRISURE
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is KEARNS CONSTRUCTION COMPANY

_____ doing business
at

2550 S BAYSHORE DR., STE 206B, MIAMI, FL, 33133
Street City State Zip

JKEARNS@KEARNSCONSTRUCTION.COM
email address

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

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

Name	Title
<u>CHARLES KEARNS</u>	<u>CEO</u>
<u>JOHN KEARNS</u>	<u>CFO</u>
<u>JAMES SULLIVAN</u>	<u>COO</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 30th day of APRIL 2025.

(SEAL)

KEARNS CONSTRUCTION COMPANY

Name of Corporation

By JOHN KEARNS



Title CFO

Attest IGNACIO FORTE
Secretary





EXPERIENCE OF BIDDER

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

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

PLEASE REFER TO THE ATTACHED EXPERIENCE LIST & REFERENCE LIST.

AIA COMPLETED PROJECTS LIST ALSO INCLUDED IN BID.

* * * * *



FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that Kearns Construction Company hereinafter called the PRINCIPAL, and Hartford Casualty Insurance Company a corporation duly organized under the laws of the State of _____ IN _____ having its principal place of business at One Hartford Plaza in the State of Hartford, CT 06155 - 0001, and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto The City of Key West hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of \$ Five Percent of Amount Bid DOLLARS (\$ 5% of Amount Bid) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**, said Bid Proposal, by reference thereto, being hereby made a part hereof. WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #25-008

**PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR
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 CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with

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

Signed and sealed this 30th day of April, 20 25.

Kearns Construction Company
2550 South Bayshore Drive, Suite 206B, Miami, FL 33133

By _____
PRINCIPAL

Hartford Casualty Insurance Company
SURETY

By _____
Attorney-In-Fact, Charles J. Nielson



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

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

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, Jarrett Merlucci, 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 23, 2016 the Companies have caused these presents to be signed by its Assistant 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.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)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 (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission FH 122280
Expires June 20, 2025

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 April 30, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

ANTI-KICKBACK AFFIDAVIT

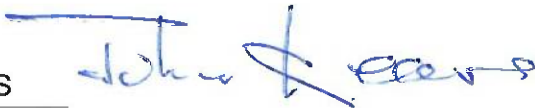
STATE OF FLORIDA

: SS

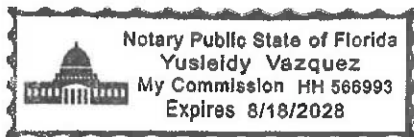
COUNTY OF MIAMI-DADE

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

By: JOHN KEARNS



Sworn and subscribed before me this 30th day of April, 2025.



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 08/18/2028

* * * * *



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 ITB 25-008
2. This sworn statement is submitted by KEARNS CONSTRUCTION COMPANY
(name of entity submitting sworn statement)
whose business address is 2550 S BAYSHORE DR., STE 206B
MIAMI, FL 333133 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 guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

☐ 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)

4/30/2025
(date)

STATE OF FLORIDA

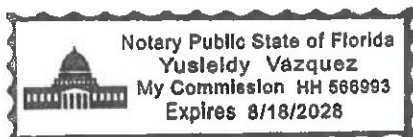
COUNTY OF MIAMI - DADE

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 30th day of APRIL, 2025.

My commission expires: 08/18/2028



[Signature]
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR:

SEAL: _____

2550 S. BAYSHORE DR., STE 206B, MIAMI, FL 33133

Address

Signature

JOHN KEARNS

Print Name

CFO

Title

DATE: 04/30/2025

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA

: SS

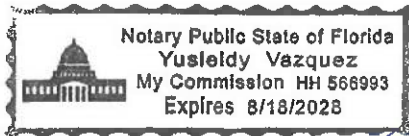
COUNTY OF MIAMI - DADE

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

[Handwritten signature of John Kearns]

Sworn and subscribed before me this 30th day of APRIL, 2025.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 08/18/2028

* * * * *

[Handwritten mark]

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA

: SS

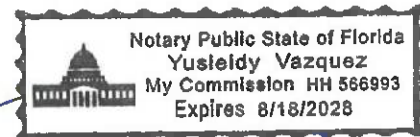
COUNTY OF MIAMI - DADE

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 Code of Ordinances Sec. 2-773 Cone of Silence.

By: JOHN KEARNS

Sworn and subscribed before me this

30th day of APRIL, 2025.



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 08/18/2028

* * * * *

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

: SS

COUNTY OF MIAMI - DADE

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

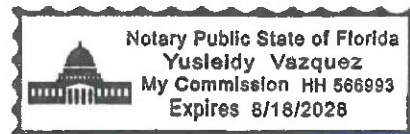
Sworn and subscribed before me this

30th day of APRIL, 2025.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 08/18/2028



LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

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

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

Business Name: KEARNS CONSTRUCTION COMPANY Phone: 305.461.0310

Current Local Address: 2550 S. BAYSHORE DR. STE 200 Fax: 305.461.1892
MIAMI, FL 33133

(P.O. Box numbers may not be used to establish status)

Length of time at this address: _____

Signature of Authorized Representative

Date

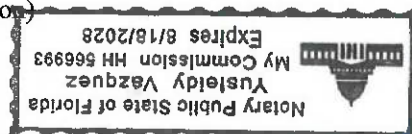
STATE OF FLORIDA

COUNTY OF MIAMI - DADE

The foregoing instrument was acknowledged before me this 30th day of APRIL, 2025.

By JOHN KEARNS CEO, of KEARNS CONSTRUCTION COMPANY

(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging) or has produced
known to me as identification
(type of identification)

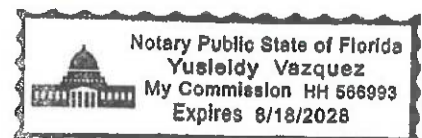


Signature of Notary
YUSLEIDY VAZQUEZ

Print, Type or Stamp Name of Notary

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

Office Manager
Title or Rank

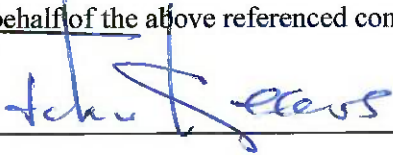


VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>KEARNS CONSTRUCTION COMPANY</u>		
Vendor FEIN: <u>77-0615005</u>		
Vendor's Authorized Representative Name and Title: <u>JOHN KEARNS, CFO</u>		
Address: <u>2550 S. BAYSHORE DR., STE 206B</u>		
City: <u>MIAMI</u>	State: <u>FL</u>	Zip: <u>33133</u>
Phone Number: <u>305.461.0310</u>		
Email Address: <u>JKEARNS@KEARNSCONSTRUCTION.COM</u>		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: <u>JOHN KEARNS, CFO</u>	
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.	
Authorized Signature:	

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: KEARNS CONSTRUCTION COMPANY
Vendor FEIN: 77-0615005
Vendor's Authorized Representative: JOHN KEARNS, CFO
(Name and Title)
Address: 2550 S. BAYSHORE DR., STE 206B
City: MIAMI State: FL Zip: 33133
Phone Number: 305.461.0310
Email Address: YVAZQUEZ@KEARNSCONSTRUCTION.COM

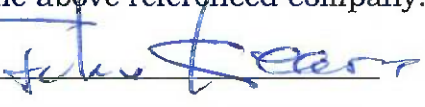
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: JOHN KEARNS, who is
authorized to sign on behalf of the above referenced company.

Authorized Signature: 
Print Name: JOHN KEARNS
Title: CFO

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies its compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

04/30/2025
Date

John Kearns
(Signature of Authorized Representative)

State of FLORIDA,
County of MIAMI-DADE,

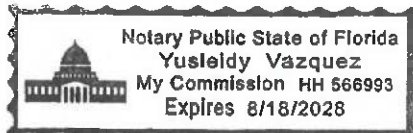
Personally Appeared Before Me, the undersigned authority, JOHN KEARNS who, being ☒ personally know or having produced his/her signature in the space provided above on this 30th day of APRIL, 2025.

[Signature]
Signature, Notary Public

08/18/2028

Commission Expires

Stamp/Seal:



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 Bid Documents thoroughly read and understood ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Bid signed by authorized officer. ☒
6. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting the proposed purchase. ☒
7. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
8. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
9. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
10. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification ☒
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Non-Collusion Affidavit; Scrutinized Companies List Certification; Scrutinized Companies List Certification; Non-Coercive Conduct Affidavit; E-Verify Affidavit; Proof of Required Insurance





PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

**ADDENDUM NO. 1
PILING REPLACEMENT / H2 DOCK EXTENSION /
CANTILEVER WALKWAY REPAIR
KEY WEST BIGHT MARINA
ITB #25-008**

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

GENERAL NOTES:

1. Mandatory Pre-Bid sign-in sheet attached.
2. All Bids are due April 30, 2025, at 3:30pm.
3. Instruction to Bidders, paragraph 6.C: change "site construction" to "dock construction and pile installation".

QUESTIONS & CLARIFICATIONS:

1. Protection of existing structures states vibration monitoring is required, please confirm.

Yes, vibration monitoring is required at nearby structures as described in Section 022150, for structures "that could receive seismic motion greater than one-half inch per /second (or a more stringent velocity required by a permit or agency) and could be at risk for being damaged from ground vibrations due to construction."

2. States dynamic pile testing shall be performed, does this include the timber pile? And what is the driving criteria for either type?

Yes, this includes timber piles. Based on ASTM D4945 dynamic testing equipment and setup are described for both concrete and timber pilings.

3. Obstruction lighting of cranes , per CFR part 77 crane elevations may not exceed 100ft , however spec states lighting required over 100ft. Has an aeronautical study been completed to determine if it will exceed a standard of subpart C of 14CFR Part 77.?

No aeronautical study has been completed. The requirement to "Provide a minimum of 2 aviation red or high intensity white obstruction lights on temporary structures (including cranes) over 100 feet above ground level" is below the stated FAA AC 70/7460-1 and 14 CFR Part 77 of 200-ft above ground-level within 3 nautical miles of airport. Should a structure exceed a different required minimum for obstruction lighting, the Contractor would be responsible for following all necessary requirements.

TE

4. Please provide a specification for the 14" concrete pile

Concrete piles have been removed from scope.

5. Under Instructions to Bidders item 6.A Preparation of Bids – General, it states all blank spaces in the BID form must be filled out for all schedules and associated parts. The Bid Schedule contains items that have a quantity of zero. Is the contractor to provide a unit price for the items that have a zero quantity and is the extended price to be equal to zero (no cost added to the bid price) as this unit price is to be used in case an instance arrives when the item is required?

Yes, that is correct. However, the Bid Schedule is being updated and removes various of these zero (0) quantities line items. See attached revised Bid Schedule.

6. On the Bid Schedule Item 4. 3x8 Horizontal Timbers, what is meant by Varied Length? Is there a minimum and maximum length for consideration?

The Bid Schedule has been updated to remove the reference to components with "Varied Length." The Bid Schedule also increases the Timber/Lumber lengths from the measured lengths of the inspected docks to more typical lengths. See attached revised Bid Schedule.

7. On the Bid Schedule Item 13., what is the requirements for the Fender/Mooring Pile? No details are provided in the drawings.

The Fender/Mooring Pile shall have the same requirements as Bid Item 8. 12"x35' Dia. Pile, driven 10' into cap rock. It is also acceptable for the Contractor to try and use the same holes as the piles being replaced.

8. The quantities in the Materials & Locations List located in Part 5 Supplemental Information / Drawings do not match some of the quantities in the Bid Schedule. The largest discrepancy is in Items 6. SS All-Thread and 7. SS Nut & Washer. Which quantity is correct?

The quantities in the Bid Schedule have been updated to include the values given in the Supplemental Information. See attached revised Bid Schedule.

9. No details or descriptions are provided for Bid Item 10. Concrete Grout Mix & Rebar. What is the scope of this work?

The grout mix and rebar is based on spall repairs of the concrete Beams/Bents supporting Dock E, and estimating the Contractor's expected amount of work required to repair the spalls. Contractor shall provide the suitable mix design required to repair the pile bents for approval by the Engineer.

10. For Bid Item 11., is there another name for the Boathouse Walkway as none of the drawings / details provided reference the Boathouse Walkway?

The Boathouse Walkway is referred to in the inspection reports as the walkway crossing in front of the Turtle Kraals Restaurant, or the "Turtle Kraals walkway" which follows along the Harbor Walk.

11. On drawing G-003 #40 Pilings shall be driven 5' minimum into limestone (approximate tip elevation (-) 35.0 NGVD or refusal)

Approximate tip elevation given on Sheet G-003 is incorrect. See Sheet C-103 for expected tip elevation. As H-Dock extension (Bid Item #12) is separate from other general piling replacement, the 6.0/7.0 ft min. into limerock is what is necessary for the design of the H-Dock extension but should be installed expecting the "10' into cap rock" standard.



12. On drawing C-103 It is stated Embed tip 6.0/7.0 Ft Min into Limerock.

See answer to #11.

13. Bid package #8 12" x 35' Dia Pile, driven 10' into cap rock.

All piles should be driven 10' into cap rock, unless approved otherwise by the City.

14. Will the City of Key West provide a staging area for the contractor?

Yes, a staging area will be provided

15. Please provide the size and location of the staging area?

TBD

16. Where may the contractor take pile, lumber and hardware deliveries to complete the work?

All deliveries to be made to staging area unless it is direct load onto barge. If direct load onto barge, deliveries shall be made at end of Grinnell Street.

17. What time of day may the contractor schedule material deliveries?

Delivery times to be set by contractor

18. The Supplementary Conditions (page 64) list the insurance requirements for the project. The Supplementary Conditions do not require professional liability insurance. The master contract requires professional liability insurance. Does the City of Key West require professional liability insurance for this project?

Professional liability insurance is not required for this project.

19. Plan G-009 list piles at Schooner Wharf to be replaced. We believe that the City of Key West plans to replace the docks and piles at Schooner Wharf. Will the bid and contractor require the replacement of piles at Schooner Wharf?

Piles at Schooner Wharf will not be replaced. See attached revised Bid Schedule.

20. How far in advance shall the contractor notify the City to relocated vessels?

Contractor to notify Dockmaster four (4) days in advance.

21. What will be the anticipated waiting time for the City of Key West to relocate boats?

Four (4) days.

22. The plans and specifications call for 12" piles. At what location on the pile should be the pile diameter measured? (top or bottom of the pile?) (Suggested 3' down from butt of Pile)?

3' down from butt of pile is ideal for pile diameter measurement.

23. Will the contractor be required to provide signed and sealed pile logs to the City and/or the Building Department?

Yes. Pile logs are expected to be provided to the City.



24. Will the contractor receive non-compensatable time extensions for weather events that exceed the NOAA ten-year average?

All weather-related time extensions will be considered.

25. Will the contractor receive a non-compensatable time extension for tropical storm events?

All weather-related time extensions will be considered.

26. Parking (page 80): How many parking spaces will be provided to the contractor?

Temporary parking passes will be provided to the contractor. Quantity to be determined.

27. Seismic monitoring (page 110:) Will the contractor be responsible to provide and pay for seismic monitoring (very expensive)? We have done dozens of pile replacement projects and never been required to provide seismic monitoring for pile replacement projects)?

Yes. As stated in the Specifications, monitoring via "seismograph and monitoring equipment" is required for nearby structures at locations approved by the City.

28. Cross Bracing (plan C103): Plan C103 shows pressure treated cross bracing. Suggest all PT lumber in direct contact with water be treated (2.4 ACQ/CCA) for direct marine contact.

For all timber framing elements, preservative treatment is stated in the Specifications as using Preservative Chemicals: "All wood members shall be marine lumber CCA treated, 2.50pcf, in accordance with AWWA C3 and C18." See Section 06 15 33 Wood Decking for other requirements.

29. Joist length (plan C103): Plan C 103 shows 10' long joist with splices ever 10 feet. Suggest using 20' long joist and eliminating 50% of the joist splices. Splices should be staged so staged so that at every bent 50% of the lumber is continuous (stronger dock)

If the 2' lap splicing requirement and total length requirements are met, then the use of 20+ft. length joists is acceptable.

30. Will turbidity curtains be required at all pile replacement locations or only at the pier extension (Dock H-2)?

Turbidity curtains are required for all in-water activities.

31. Dock A is included in the DEP permit. Repair to Dock A is excluded from the scope of work. Will a permit modification be required?

No. The work would just be excluded from the final permit update of work performed.

32. If a permit modification is required to exclude Dock A, who is responsible for the permit modification?

See answer to #31.

33. Special Bidding Requirements (page 4). The invitation to Bidders list the Special Bidding Requirements. Specifically, the bidder must demonstrate prior "experience and expertise" with five current or recent projects of similar work? Previously, the City of Key West waived the Special Bidding Requirements (Mayor Craig Cates). Will the City of Key West follow their Special Bidding Requirements for this project?

These special bidding requirements shall not be waived.

34. The bid sheet has been updated to reflect changes to the timbers based on length, and the hardware counts.

Yes, see attached revised Bid Schedule.

35. Is a drill rig and vibratory hammer acceptable installation method as long as the end product meets or exceeds the Dynamic Pile Testing spec?

If the piles meet the testing requirements, then pre-drilling and vibrating piles is acceptable.

36. Is there a designated lay down area for materials?

See answer to #14.

All other elements of the Contract and Proposal documents including the Bid date, shall remain unchanged. All Proposers 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

KEARNS CONSTRUCTION COMPANY
Name of Business



PILING REPLACEMENT/ H2 DOCK EXTENSION/ CANTILEVER WALKWAY REPAIR KEY WEST BIGHT MARINA

ITB #25-008

Mandatory Pre-Bid Meeting SIGN-IN Sheet

April 15, 2025
2:30 PM

NAME / COMPANY

CONTACT #

EMAIL

Steve McAlearney / City of Key West

Karen Olson / City of Key West

Tim Tychan / City of Key West

David Marsicano / City of Key West

305-809-3792

305-809-3803

305-809-3778

305-809-3902

smcAlearney@cityofkeywest-fl.gov

kolson@cityofkeywest-fl.gov

timothy.tychan@cityofkeywest-fl.gov

david.marsicano@cityofkeywest-fl.gov

David Steinmeyer, Gulf Southern Const. Co. 305-619-7776

david@gulfSouthern.net

Joey Maldonado - Callan Marine 409-795-9989

JMaldonado@CallanMarine.com

Chad Wadsworth - PMCC 954 415 0652

PROFESSIONAL MARITIMECC@GMAATC.COM

Evan Lyons Coral Construction Co. 305-393-5953

office @ coralconstructioncompany.com

Robert Parris Marine Construction 305-262-6181

apettit@marino-construction.com

Alex Velazquez Florida Keys Contractors LLC (305) 304-6650

Clavazquez@Flkeyscontractorsllc.com

Gary Centorze Cany's Building & Fire 305-777-1062

AVelazquez@Flkeyscontractorsllc.com

John Kearns - Kearns Construction 305-777-1062

EARLYPLUMBINGTOGO.COM

STUART MCGAHEE TETRA TECH 772-781-3404

stuart.mcgaher@tetratech.com

ADAM GILES LPS CONTRACTING 305-240-9882

info@LPS-Contracting.com

6

BID SCHEDULE

Project Title: **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY
REPAIR – KEY WEST BIGHT MARINA**

Project No.: **ITB #25-008**

UNIT PRICE BID

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

1. Mobilization, General/Supp Conditions and Demobilization

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
a. Mobilization	1	Each	\$ _____
b. General/Supp. Conditions	1	Each	\$ _____
c. Demobilization	1	Each	\$ _____
1 LS (10% of Construction Cost Max (a + b + c)		TOTAL	\$ _____

2. Payment and Performance Bonds

<u>QTY</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	LS	\$ _____

3. Permit Fees (to be paid at cost)

<u>QTY</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>90,000</u>

4. 3x8 Horizontal Timbers (includes all labor, equipment, disposal and material)

<u>LENGTH</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
10'L	20	Each	\$ _____	\$ _____
12'L	74	Each	\$ _____	\$ _____
15'L	3	Each	\$ _____	\$ _____
		TOTAL		\$ _____

E

5. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)

<u>LENGTH</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
10'L	1	Each	\$ _____	\$ _____
12'L	13	Each	\$ _____	\$ _____
15'L	25	Each	\$ _____	\$ _____
TOTAL				\$ _____

6. 26" SS All-Thread Hardware Assembly (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
396	EA	\$ _____	\$ _____

7. SS Nut & Washer (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
792	EA	\$ _____	\$ _____

8. 12"x35" Dia Pile, driven 10' into cap rock (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
143	EA	\$ _____	\$ _____

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
143	EA	\$ _____	\$ _____

10. Concrete Grout Mix & Rebar (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ _____	\$ _____

11. All components required for Boathouse Walkway Repairs (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ _____	\$ _____

12. All components required for H2 Dock Extension (includes all labor, equipment, disposal and material)

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ _____	\$ _____

13. Additional 14" square concrete. x 35' Piles (location TBD) (includes all labor, equipment, disposal and material)

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
Dock Pile	0	EA	\$ 0.00	\$ 0.00
Fender/Mooring Pile	0	EA	\$ 0.00	\$ 0.00
TOTAL				\$ 0.00

Handwritten mark

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>100,000</u>	\$ <u>100,000</u>

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 14 \$ _____

_____ Dollars & _____ Cents
(amount written in words)

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

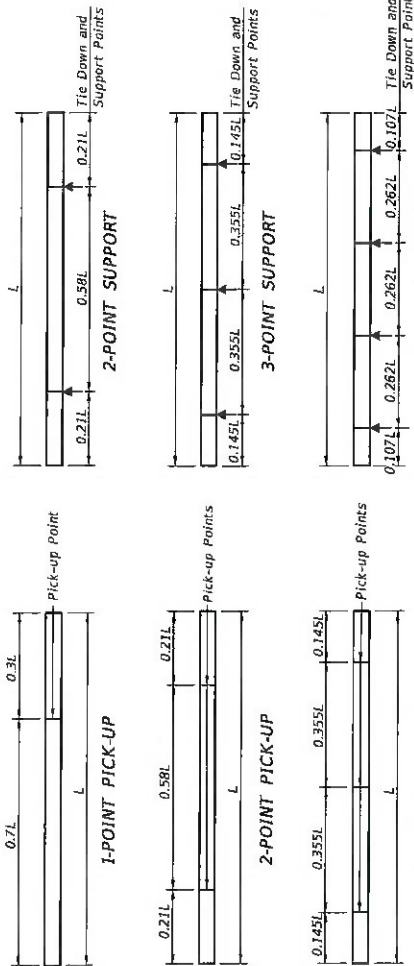
List items to be performed by Contractor's own forces and the estimated total cost of these items.
(Use additional sheets if necessary.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6

PRESTRESSED CONCRETE PILE NOTES:

- Work this Index with the Square Prestressed Concrete Pile Splices (Index 455-002) the Capacity Square Prestressed Concrete Pile Standards (Index 455-012 thru 455-030), the High Moment Capacity Square Prestressed Concrete Pile (Index 455-031) and the Pile Data Table in the Structures Plans.
- Concrete:
 - Piles: Class V, except use Class VI for High Moment Capacity Pile (Index 455-031).
 - High Capacity Splice Collar: Class V.
 - See "GENERAL NOTES" in the Structures Plans for locations where the use of Highly Reactive Pozzolans is required.
- Concrete strength at time of prestress transfer:
 - Piles: 4,000 psi minimum.
 - High Moment Capacity Piles: 6,500 psi minimum.
- Carbon-Steel Reinforcing:
 - Bars: Meet the requirements of Specification Section 415.
 - Prestressing Strands: Meet the requirements of Specification Section 933.
 - Protect all strands permanently exposed to the environment and not embedded under final conditions in accordance with Specification Section 450.
- Spiral Ties:
 - Tie each wrap of the spiral strand to a minimum of two corner strands.
 - One full turn required for spiral splices.
- Pile Splices: Fill dowel holes and form the joint between pile sections with a Type AB Epoxy Compound in accordance with Specification Section 926. Use an Epoxy Bonding Compound or an Epoxy Mortar as recommended by the Manufacturer.



PILE PICK-UP DETAILS

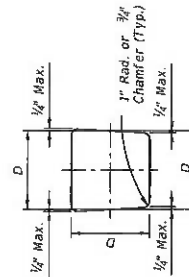
2-POINT SUPPORT

3-POINT SUPPORT

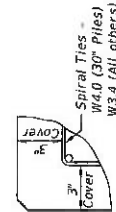
4-POINT SUPPORT

TABLE OF MAXIMUM PILE PICK-UP AND SUPPORT LENGTHS

Maximum Pile Length (Feet)	D = Square Pile Size (inches)					Required Storage and Transportation Detail	Pick-Up Detail
	12	14	18	24	30		
48	52	59	68	87		2, 3, or 4 point	1 Point
69	75	85	98	124			
99	107	121	140	178			
						3 or 4 point	3 Point



TYPICAL PILE SHAPE FOR MOLD FORMS



DETAIL SHOWING TYPICAL COVER

LAST REVISION
11/01/22

DESCRIPTION:

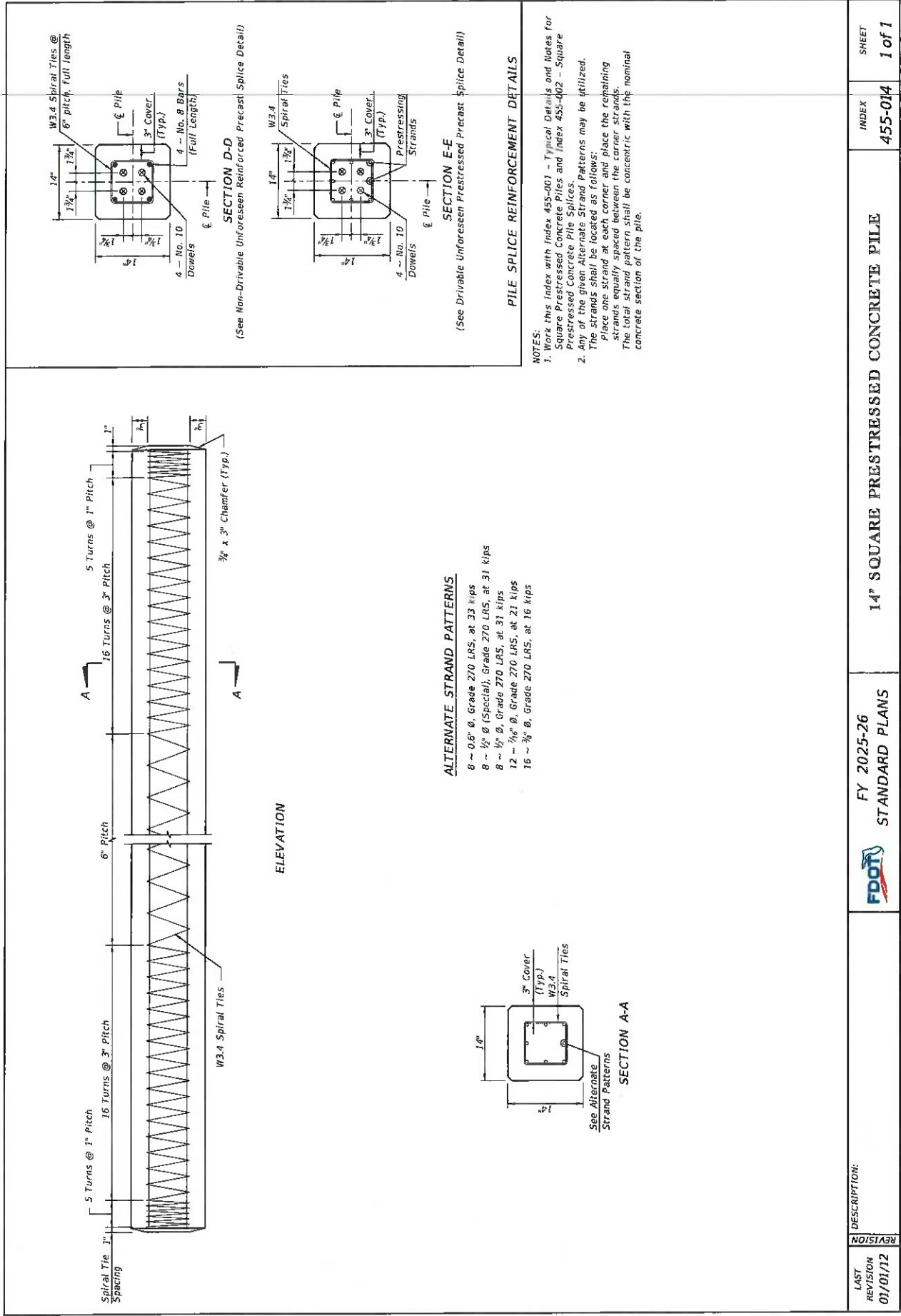


FY 2025-26
STANDARD PLANS

SQUARE PRESTRESSED CONCRETE PILES
- TYPICAL DETAILS & NOTES

INDEX
455-001

SHEET
1 of 1



LAST REVISION 01/01/12	DESCRIPTION:
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FY 2025-26

STANDARD PLANS

14" SQUARE PRESTRESSED CONCRETE PILE	INDEX 455-014	SHEET 1 of 1
--------------------------------------	-------------------------	------------------------



Ron DeSantis, Governor

Melanie S. Griffin, 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, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 06/07/2024

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6

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 3850 N. Causeway Blvd., Suite 1200 Metairie, LA 70002	CONTACT NAME: Katie Lambert	FAX (A/C, No): 610-537-4152
	PHONE (A/C, No, Ext): 504-355-5039	E-MAIL ADDRESS: katie.lambert@usi.com
INSURED KEARNS CONSTRUCTION COMPANY, INC 2550 S BAYSHORE DR STE 206B Coconut Grove, FL 33133 Florida DBPR LICENSE # CGC060194	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Mitsui Sumitomo Insurance USA Inc.	NAIC # 22551
	INSURER B : Aspen American Insurance Company	43460
	INSURER C : Manufacturers Alliance	36897
	INSURER D : American Longshore Mutual Assn Ltd.	
	INSURER E : Great American Insurance Company	16691
	INSURER F : National Liability & Fire Insurance Co.	20052

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine GL ☒ Hull/P&I GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	OHM4510326	03/29/2025	03/29/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
F	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY	X	X	74APB008338 APP23576392	03/29/2025 03/29/2025	03/29/2026 03/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$25,000	X	X	OLM2510616 OM010PV25	03/29/2025 03/29/2025	03/29/2026 03/29/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	1600808Y ALMA02282508484701	03/29/2025 03/29/2025	03/29/2026 03/29/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Vessel Pollution Contractors Poll	X X	X X	OMP5608841 CPL202668316	03/29/2025 07/10/2024	03/29/2026 07/10/2025	\$5,000,000 OPA/CERCLA \$2,000,000 Each Occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured where indicated below and as outlined in the policy forms. Additional Insured status is not applicable to Workers' Compensation.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Key West
1300 White Street
Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Carter

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DESCRIPTIONS (Continued from Page 1)

Marine General Liability:

75% Lead Mitsui Sumitomo Ins USA

25% Imperium Insurance Company

Per Project Aggregate - MUS MCL 0137 Rev 12.20

Additional Insured & Waiver of Subrogation (Blanket) - MUS MCL 0110 Rev 08.16

Primary Non-Contributory - MUS GEN 0117 Rev 09.16

Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorization - MUS GEN 0021 Rev 08.16

Additional Insured - Owners, Lessee's or Contractors - w/Completed Operations - MUS GEN 0022 Rev 08.16

Insured Contract Amendment (Railroad) - MUS MCL 0160 Rev 02.23

Riggers Liability Coverage Form - MUS MCL 0525 Rev 05.21

Cross Liabilities - MUS GEN 0215 Rev 08.16

XCU Included

Diving included

30 Day Notice of Cancellation, Except 10 Days for Nonpayment - MUS GEN 0115 Rev 10.20

Auto Liability (Owned Autos):

Additional Insured (Blanket) included

Waiver of Subrogation - when scheduled

Physical Damage Deductibles: \$1,000 Comprehensive / \$1,000 Collision

Auto Liability (Hired and Non-Owned):

Additional Insured (Blanket) included

Waiver of Subrogation - when scheduled

Excess Auto:

Upland Specialty Insurance Company

Policy #USXTL0590924

Policy Term: 03/29/2025 - 03/29/2026

\$1,000,000 Excess of Underlying Auto Liability

Workers' Compensation (State Act):

Blanket Alternate Employer Endorsement per written contract

Blanket Waiver of Subrogation per written contract

Workers' Compensation (USL&H):

United States Longshore and Harbor Workers' Compensation Act Coverage

Blanket Alternate Employer Endorsement

Blanket Waiver of Subrogation Endorsement

Protection & Indemnity / Hull & Machinery/Maritime Employers Liability:

75% Lead - Mitsui Sumitomo Ins USA, Policy #OHM4510326

25% Follow - Imperium Insurance Company, Policy #TSOM25010500

P&I: \$1,000,000 Each Occurrence - Combined Single Limit

MEL Limit: \$1,000,000 Any One Person / \$1,000,000 Any One Accident or Disease - Combined Single Limit

Automatic Acquisition Clauses - MUS HPI 0005 Rev 10.20

Privilege to Charter - MUS HPI 0025 Rev 08.16

Jones Act coverage provided. No stated number of Crew Limitation.

XCU Included

30 Day Notice of Cancellation, Except 10 Days for Nonpayment - MUS GEN 0115 Rev 10.20

1st Layer Excess (\$5M excess of Underlying Primary):

65% Lead - Mitsui Sumitomo Ins USA, Policy #OLM2510616

35% Follow - Imperium Insurance Company, Policy #TSOM25010600

Additional Assured-Waiver-NOC-Primary (Blanket) - MUS BST 0110 Rev 08.16

Blanket Waiver of Subrogation (Follow Form) - M-5B

\$5,000,000 Excess of Underlying Policies: MGL, Auto, Excess Auto, EL, P&I, MEL, Vessel Pollution

DESCRIPTIONS (Continued from Page 1)

2nd Layer Excess (\$5M excess of \$5M Excess of Underlying Primary):

50% Lead - Aspen Mitsui Sumitomo Ins USA, Policy #OM010PV25

50% Follow - Imperium Insurance Company, Policy #OMS2400160901

Follow Form

\$5,000,000 Excess of Underlying Policies: 1st Layer Excess, MGL, Auto, Excess Auto, EL, P&I, MEL, Vessel Pollution

Total Excess Liability Limit: \$10,000,000

Vessel Pollution:

\$5,000,000 OPA/CERCLA Limit for Scheduled Vessels

Blanket Additional Insured - GAI 2445

Blanket Waiver of Subrogation - GAI 2053

Contractor's Pollution Liability:

Blanket Additional Insured Including Primary Non-Contributory and Completed Ops when required by written contract - CPLO 4038 03 18

Waiver of Subrogation when required by written contract - ENV 2004 06 18

General Aggregate Limit: \$2,000,000

Contractors Pollution Occurrence - Each Pollution Condition Limit: \$2,000,000

Each Pollution Condition Retention: \$5,000

Inland Marine:

Carrier: Mitsui Sumitomo Ins Co of America (NAIC: 22551)

Policy #: CIM4113066

Policy Term: 03/29/2025 - 03/29/2026

Leased or Rented Equipment from Others Limit: \$500,000

Crane Deductible: \$25,000

"All Risk" subject to policy terms, exclusions, and conditions.

Contractors Professional Liability:

Carrier: Ironshore Specialty Insurance Company

Policy #DCP7NACYNF4002

Policy Term: 01/16/2025 - 07/16/2025

Limit: \$1,000,000 Each Claim

Limit: \$2,000,000 Aggregate

Retention: \$100,000 Each Claim

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

RE: ITB 25-008

Title: Piling Replacement / H2 Dock Replacement / Cantilever Walkway Repair - Key West Bight Marina

The City shall be specifically included as an additional insured on the Contractors Liability policies with the exception of the Contractors Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insureds" provision). The City's additional insured status should be extended to all Completed Operations coverages.

John Kearns

From: Katie Lambert <katie.lambert@usi.com>
Sent: Tuesday, April 29, 2025 1:28 PM
To: John Kearns; Yusleidy Vazquez
Cc: Christopher Casbarian
Subject: FW: Proof of Insurance for City of Key West
Attachments: City of Key West COI.pdf, [Untitled].pdf

3

John, Yusleidy: Attached please find the requested COI. Thanks!

Best Regards,

KATIE LAMBERT

Senior Account Manager | Commercial Lines

USI Insurance Services, LLC

3850 N. Causeway Blvd., Suite 1200, Metairie, LA 70002

Direct: 504-355-5059 (Preferred) | Cell: 504-715-6749 | Fax: 610-537-4152 | VOIP 55059

katie.lambert@usi.com | www.usi.com | 

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From: Christopher Casbarian <Chris.Casbarian@usi.com>

Sent: Tuesday, April 29, 2025 10:00 AM

To: Katie Lambert <katie.lambert@usi.com>

Subject: Fw: Proof of Insurance for City of Key West

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2

EXPERIENCE LIST

Description and location of work: Dinner Key Marina Design Build Rebuild 583 Slip Marina in Miami, FL 33133. Replaced concrete piles, wood piles, and installed new concrete piers with Fibergrate decking. All new electrical, fire and plumbing was installed by subcontractors. All concrete repairs done by subcontractor.

Contract amount: \$24 million

Dates work was performed: 2019 - 2021

Owner: City of Miami

Name of Owner's contact person and phone number: Robert Fenton, 786.263.2133
(Former)

Engineer: Cummins Cederberg

Engineer's contact person and phone number: Jason Taylor. 305.741.6155

Description and location of work: Miamarina Bayside 30 Greenheart Piles replacement in Miami, FL 33132.

Contract amount: \$126,270

Dates work was performed: April 2024

Owner: City of Miami

Name of Owner's contact person and phone number: Donald Lutton, 305.329.4754

Engineer: N/A

Engineer's contact person and phone number: N/A

Description and location of work: Rickenbacker Marina – Pile Replacement (3 New Greenhearts) in Miami, FL 33149. Various projects have been performed for Rickenbacker Marina. This pile replacement job was the latest work performed.

Contract amount: \$12,200

Dates work was performed: February 26, 2025

Owner: Aabad Melwani

Name of Owner's contact person and phone number: Aabad Melwani, 305.361.1900

Engineer: N/A

Engineer's contact person and phone number: N/A

Description and location of work: Blanket Purchase Order – Multiple Marina Construction and Repairs at Central & South Parks (Multiple Work Orders) – Piling Repairs. This is a PO awarded to Kearns to perform various construction and repairs throughout the marinas located in the Central & South regions of Miami Dade County. Kearns has performed two

work orders involving the removal and replacement of greenheart piles in Matheson Hammock Park Marina and Homestead Bayfront Park Marina.

Contract amount: Amount varies based on WO.

Dates work was performed: February 2025 - ONGOING

Owner: Miami Dade County Parks, Recreation & Open Spaces

Name of Owner's contact person and phone number: Jason Brown, 786.830.8753

Engineer: N/A

Engineer's contact person and phone number: N/A

Description and location of work: Lignumvitae Key - Service Dock. Replacement of existing marginal dock, finger pier, floating dock with associated gangway affixed with 18 wood piles and 8 concrete piles.

Contract amount: \$391,000

Dates work was performed: February - August 2022

Owner: FL Dept. of Environmental Protection

Name of Owner's contact person and phone number: James Post, 305.853.3571

Engineer: WEC Engineering

Engineer's contact person and phone number: Robin C. Palmer, 941.505.1702

REFERENCES LIST

1. Aabad Melwani, President
Rickenbacker Marina
3301 Rickenbacker Cswy, Key Biscayne, FL 33149
305.361.1900
am@rmimarina.com
2. Jose Hevia, Principal
Aligned Bayshore Marina, LLC.
1450 Brickell Avenue, Suite 2180, Miami, FL 33131
305.858.9895
jhevia@alignedreh.com
3. Donald Lutton, Marinas Manager
City of Miami
305.329.4754
dlutton@miamigov.com
4. Guillermo Quinones, Marinas Assistant Manager
City of Miami
3400 Pan American Dr., Miami, FL 33133
305.329.4755
gquinones@miamigov.com
5. Jason Brown, Construction Manager I
Miami-Dade County Parks, Recreation, and Open Spaces
11395 SW 79th Street, Miami, FL 33173
786.643.4695
Jason.brown@miamidade.gov

AIA Completed Projects List

PROJECT NAME	PROJECT LOCATION	PROJECT TYPE	OWNER	ARCHITECT	CONTRACTOR'S PROJECT EXECUTIVE	CONTRACT AMOUNT	COMPLETION DATE	% SELF-PERFORMED WORK
FWC DV Removal (Various)	Broward, Miami-Dade, and Monroe County	Barge Service	FWC - Jennifer Tyler (Assistant Administrator) jennifer.tyler@myfwc.com	N/A	N/A	VARIES	VARIES	100%
Monroe County DV Removal (Various)	Monroe County	Barge Service	Monroe County - Michelle Robinson 305.289.2505 Robinson- Michelle@MonroeCounty-FL.Gov	N/A	N/A	VARIES	VARIES	100%
PortMiami Terminal V Mooring Dolphin Repair	PortMiami Cruise Terminal V	Marine Construction	MDC Seaport Dept. - Juan Bergouignan (Construction Manager) 305.347.4974 juberg@miamidade.gov	AtkinsRealis - Carlos J. Arboleda 305.514.3232 carlos.arboleda@atkinsrealis.com		\$ 104,800.00	February-25	100%
MDWASD CDWWTP & NDWWTP Scour Protection	Offshore	Heavy , Barge Service	MDWASD - Hugh Brown (Construction Manager) 786.552.4414 hugh.brown@miamidadefl.gov	Jerald Ramsden		\$ 3,352,567.20	ONGOING	100%
Sanibel Bridge Pile Installation	Sanibel	Heavy , Barge Services			Superior - Toby Mazzoni 904.292.4240 tmazzoni@superiorconstruction.com	\$ 300,000.00	November-23	
Bay Harbor Islands Artificial Reef Marine Park (Design Build)	Bay Harbour Islands	Environmental	Town of Bay Harbor Islands - Rodney Carrero-Santana 305.866.6241 rcarrerosantana@bayharrborislands-fl.gov	Cummins Cederberg - Leonard Barrera 786.863.1109 lbarrera@cumminscederberg.com		\$ 363,400.00	ONGOING	
SBEP Longboat Key Bayfront Park Living Seawall (Design Build)	Longboat Key, FL	Environmental	Sarasota Bay Estuary Program - Ryan Gandy 941.955.8085 ryan@sarasotabay.org	Cummins Cederberg - Leonard Barrera 786.863.1109 lbarrera@cumminscederberg.com		\$ 475,726.00	ONGOING	

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Biscayne Bay Pilot Station - E Dock	Miami, FL	Marine Construction	Captain Bronson Stubbs 904.753.0489 captbron@yahoo.com	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C jtaylor@cumminscederberg.com	\$	597,950.00	ONGOING
Fisher Island Service Notch - ASR	Miami Beach, FL	Marine Construction		EAS Engineering - Ed Swakon 305.218.5177 eswakon@eas-eng.com	\$	325,975.00	January-25
Ballast Key Pier Replacement - Martinez	Key West, FL 33040	Marine Construction	US Fish & Wildlife Services 503.736.4469	ASR - Chuck Zhang 786.423.8897 czhang@asrfl.com	\$	2,947,852.00	ONGOING
US Sailing Center Dredging	Miami, LFL	Dredging	US Sailing Center - Pat Downey 305.854.1058 usscmiami@bellsouth.net	Cummins Cederberg - Leonard Barrera 786.863.1109 lbarrera@cumminscederberg.com	\$	274,405.00	November-24
Opal Key Marina Navy Pier	Key West, FL 33040	Marine Construction	Sunset Key - James Vernon (Owner) 305.304.1812 sunsetkey@bellsouth.net	Coastal Engineering Consultants, Inc. - Mark Kincaid mkincaid@cecfl.com	\$	2,745,000.00	January-25
Sunset Harbour Yacht Club Repair & Replacement	Miami, FL	Marine Construction	Sunset Harbour Yacht Club - Daniel Prieto (General Manager) 305.434.4969 dprieto@sunsetharbouryc.com	Cummins Cederberg Ken Chang kchang@cumminscederberg.com	\$	1,622,955.00	ONGOING
Rickenbacker Marina Fuel Dock & Deck Repair	Miami, FL	Marine Construction	Rickenbacker Marina - Aabad Melwani 305.361.1900 am@rmimarina.com	Cummins Cederberg - Leonard Barrera 786.863.1109 lbarrera@cumminscederberg.com	\$	842,844.00	May-24
City of Miami Beach Fleet Management 140 Combi Wall (Underwater Welding)	Miami Beach Fleet Management 140 MacArthur Causeway, Miami Beach, FL 33139	Marine Construction	City of Miami Beach - David Gomez (PM) 305.673.7071	BCC Engineering - Christian Aquino 305.670.2350 caquino@bcceng.com	\$	1,200,000.00	Winter 2018
Norris Cut Sewer Tunnel Access Shaft 42 ft dia. X 100 ft deep	Virginia Key, FL	Heavy Construction	Miami Dade Water & Sewer Dept. - Robert Stebbins 412.715.3265	Robert Samara PE 305.934.2220 rsamarape@gmail.com	\$	900,000.00	Winter 2015
				Nicholson Construction - Eloy Ramos	\$		75%

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Removal of Venetian Causeway 150,000 lb concrete and steel Foundations	Miami, FL	Heavy Construction	GLF Construction - Chuck Gillette (CM) 305.371.5228 EXT 3441 O / 239.672.9164 C cgillette@gfusa.com	450,000.00	Winter 2015	100%
Flagler Memorial Bridge Demolition Ph I	Palm Beach, FL	Commercial Diving	PCL Civil Constructors - Eugene Santiago 561.253.6995 O / 813.376.6305 C	400,000.00	Summer 2017	100%
Hillsboro Bridge Foundation Stabilization - Concrete mats, commercial diving, marine debris	Hillsboro, FL	Commercial Diving	PCL Civil Constructors - Ricardo Baraybar 561.253.6995 rabaraybar@pcl.com	180,000.00	Summer 2015	100%
Miami River, Big Fish 400 ft Concrete Panel Seawall	Big Fish 620 NE 78th St, Miami, FL 33138	Marine Construction	By His Grace Construction - Elliot Rodriguez 305.642.3520	385,000.00	Summer 2012	100%
Camp Biscayne Dredging, Seawall & Sheet Piles	Key Biscayne Aquatic Camp 160 Harbor Dr., Key Biscayne, FL 33149	Marine Construction	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com	450,000.00	Summer 2009	100%
Miami River Ship Terminal 400 ft Sheet Pile Wall Installation	Miami River	Marine Construction	Bruno Ramos 305.491.7172	200,000.00	Summer 2007	100%
Flagler Memorial Bridge Demolition Ph II	Palm Beach, FL	Commercial Diving	PCL Civil Constructors - Eugene Santiago 561.253.6995 O / 813.376.6305 C	1,100,000.00	Spring 2018	100%
Key Biscayne Yacht Club Removal & Replacement of North Dock, Sheet Pile Seawall, Dredging, & Floating Docks	Key Biscayne Yacht Club - Christen Stewart (Marina Manager) 305.345.9070 christine@kbyc.org	Marine Construction	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com	2,100,000.00	Spring 2017	85%
Sunset Island Underwater Utilities Removal	Sunset Island, Key West, FL	Commercial Diving	Sunset Key - James Vernon (Owner) 305.304.1812 sunsetkey@bellsouth.net	2,300,000.00	Mid 2019	50%
Ocean Reef Marina Village Phase III - Removal existing fixed dock and replace w/ floating dock	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Marine Construction	Bellingham Marine - Jeffrey Pratt 904.570.1452 jpratt@bellingham-marine.com	500,000.00	mid 2019	100%

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Ocean Reef Marina Max Floating dock finger pier extension	MarineMax Ocean Reef 2 Fishing Village Dr., Key Largo, FL 33037	Marine Construction	Bellingham Marine - Jeffrey Pratt 904.570.1452 jpratt@bellingham- marine.com	\$ 50,000.00	mid 2019	100%
Fisher Island Mega Yacht Marina Removal of fixed docks and replace w/ floating docks	Fisher Island Marina, Miami Beach, FL	Marine Construction	Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 snyder@bellingham- marine.com	\$ 1,200,000.00	Mid 2018	100%
DERM Bug Light Mitigation Offshore Reef Construction		Environmental	DERM - John J. Ricsak 305.372.6581 O / 305.487.2612 C john.ricsak@miamidade .gov	\$ 140,000.00	Mid 2018	100%
Port Miami - Miami Dade Fire Dept Repair floating docks	Port Miami Fire Dept 39 Europe Way, Miami, FL 33132	Marine Construction	Port Miami - Frank Ramirez 305.347.5508 frank.ramirez@miamida de.gov	\$ 220,000.00	Late 2019	80%
Port Miami PAC Con Equipment emergency relocation	Port Miami	Crane Barge Service	Port Miami - Gicelle Pino	\$ 825,000.00	Late 2019	100%
Port Miami MDDFD - Repair floating docks	Miami, FL	Marine Construction	Port Miami - Frank Ramirez 305.347.5508 frank.ramirez@miamida de.gov	\$ 220,000.00	Late 2019	80%
Stock Island Marina Village Phase II - Dock demo & installation of new floating docks	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Marine Construction	Bellingham Marine - Jeffrey Pratt 904.570.1452 jpratt@bellingham- marine.com	\$ 500,000.00	2019-2020	100%
Fisher Island Resident Marina - Dredging & Seawall Repairs (FIC & BELLINGHAM CONTRACTS)	One Fisher Island		CUMMINS CEDERBERG JIM WATKINS (FIC REP), MARIE GUYER, jwatkins@fisherislandclu b.com 305.535.6098 mguyer@cumminsceder berg.com	BELLINGHAM MARINE, JEFFREY PRATT jpratt@bellingham- marine.com 904.570.1452	2,401,850 / 4,631,982 January-24	
Port Miami Cruise Terminal V P8B Relocation	Port Miami	Crane Barge Service	Port Miami - Frank Ramirez 305.347.5508 frank.ramirez@miamida de.gov	\$ 43,490.00	November-23	100%
5800 North Bay Road Dock & Seawall	5800 North Bay Road	Marine Construction	Moffat & Nichols 305.979.4232	\$ 935,050.00	September-23	
			DOWBILT (GC) Don Gelsinger, PM 727.647.1914 C 206.633.3003 O don@dowbuilt.com			

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Thalatta Estate Shore Stabilization	17301 Old Cutler Rd., Palmetto Bay, FL 33157	Environmental	Village of Palmetto Bay Kirk Hearin khearin@palmettobay-fl.gov	Stantec 305.445.2900 T 305.445.3344 F	\$ 250,000.00	August-23	
GLF Commercial Diving Service PortMiami Berths	PortMiami Berths 8 & 9	Commercial Diving	PortMiami	GLF Construction - Michael Miles 305.371.5228 EXT 3409 O / 305.978.0278 C mmiles@glfusa.com		August-23	
DKM Yellow Delineation Buoys	3400 Pan American Dr., Miami, FL 33133	Commercial Diving	City of Miami Guillermo Quinones 305.329.4764 gquinones@miamigov.com		\$ 143,200.00	July-23	
1005 Mariner Drive Dock & Seawall	1005 Mariner Dr., Key Biscayne, FL 33149	Marine Construction	JOE SHOSTAK (OWNER REP), jshostak@icloud.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com	\$ 149,000.00	February-23	100%
Coral Reef Yacht Club Dredging	Coral Reef Yacht Club 2484 South Bayshore Dr., Miami, FL 33133	Environmental	Jim VanBuren (GM) 305.858.1733 vanburen@coralreefyachtclub.org	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C jtaylor@cumminscederberg.com	\$ 248,650.00	January-23	100%
Pelican Harbor Maintenance Dredging	Pelican Harbor	Environmental	MIAMI DADE PROS JOSE GARCIA (CONSTRUCTION MANAGER) 305.755.5456, joseg.garcia@miamidadegov	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C jtaylor@cumminscederberg.com	\$ 520,000.00	January-23	100%
Universal Shipyard Demolition & Dredging	UMC 2700 SW 25th Terr. Fort Lauderdale, FL 33312	Crane Barge Service & Environmental	Laurent Bensoussan 305.773.4001 laurent@umcmarina.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com	\$ 150,000.00	November-22	70%
Fisher Island Beach Buoys	Fisher Island Miami Beach, FL	Commercial Diving	FICA - Nicholas Azar 305.938.2949 nazar@fisherislandfica.com		\$ 149,054.00	October-22	100%
1616 W 28th Street Piles	1616 W 28th Street, Miami Beach, FL 33140	Marine Construction	Cayman Management jwebber@caymanmanagement.com	Cummins Cederberg - Rasheed Muslimani 305.741.6155 O 239.293.3376 C rmuslimani@cumminscederberg.com	\$ 21,000.00	October-22	100%
248 West Rivo Alto Concrete Delivery Service	248 W Rivo Alto Dr., Miami Beach, FL 33139	Barge Service		Plasencia & Co. 305.863.1902 alicia@techconstructiongroup.com	\$ 795,000.00	September-22	

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Lignumvitae Key Service Dock	77200 Overseas Hwy, Islamorada, FL 33036	Marine Construction	FDEP James Post james.post@floriddep.gov james.post@dep.state.fl .us 305.853.3571 O 305.717.8029 C	WEC Engineering Robin C Palmer 941.505.1700 O 941.505.1702 F	\$ 391,000.00	August-22	
Trumbo Road Dock	Trumbo Rd, Key West, FL 33040	Marine Construction	Sunset Key - James Vernon (Owner) 305.304.1812 sunsetkey@bellsouth.net	Meridian Engineering 201 Font St. Ste 203, Key West, FL 33040	\$ 279,406.36	May-22	100%
Miami Marine Stadium Regulatory Signs	3501 Rickenbacker Cswy, Miami, FL 33149	Navigation/Aids	City of Miami		\$ 41,000.00	January-22	
Allen Residence New Seawall & Dock		Marine Construction	Lisa Allen lisaaguanci1130@gmail.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com	\$ 440,765.00	December-21	100%
Maurice Gibb Floating Dock	18th St & Purdy Ave, Miami Beach, FL 33139	Marine Construction	City of Miami Beach - Jorge Gueimunde jorgegueimunde@miamibeachfl.gov 305.673.7490 ext. 26930	BCC Engineering - Christian Aquino 305.670.2350 caquino@bcceng.com	\$ 559,694.00	December-21	
Miamarina (Bayside) Pier 5 Reconstruction	401 Biscayne Blvd, Miami, FL 33132	Marine Construction	City of Miami - Suzanne Hollander 305.461.1458	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C jtaylor@cumminscederberg.com	\$ 2,800,000.00	Oct-21	90%
Dinner Key Marina Design-Build - Rebuild 583 Slip Marina	3400 Pan American Dr, Miami, FL 33133	Marine Construction	City of Miami - Robert Fenton 786.263.2133 rfenton@miamigov.com		\$ 24,000,000.00	September-21	80%
NE 22nd Street Seawall	Miami, FL	Marine Construction	Coastal Systems International - Tim Blankenship 786.725.4180 D/ 305.873.3326 M/ 305.230.1924 O tblankenship@moffatnichol.com	Team Contracting - Rudy Ayan 305.207.9799 EXT 206 Rayan@teamcontracting.com	\$ 160,674.00	August-21	100%
39 Star Island Dock	39 Star Island Dr., Miami, Beach, FL 33139	Marine Construction	Estefan Enterprises, Inc. 420 Jefferson Avenue, Miami Beach, FL 33139 305.695.7000 koliu@estefan.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com	\$ 184,741.20	July-21	90%

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DERM CWA Bill Sadowski Waterway Markers	17555 SW 79th Ave, Palmetto Bay, FL 33157	Navigation Aids	DERM - John J. Ricisak 305.372.6581 O / 305.487.2612 C john.ricisak@miamidade .gov	\$ 98,000.00	June-21	
Key West Turtle Kraals to Conch Republic - Seawall repair & replacement	Key West, FL 33040	Marine Construction	Karen Olson 305.809.3903 kolson@cityofkeywest- fl.gov	\$ 1,667,308.00	February-20	85%
City of Key West Historic Seawall Repair		Marine Construction	Karen Olson 305.809.3903 kolson@cityofkeywest- fl.gov	\$ 1,700,000.00	January-20	90%
2222-2226 NW N River Dr - New bulkhead and dock	2222-2226 NW N River Dr., Miami, FL	Marine Construction	Patton Real Estate - William Holly 786.412.1419 wholly@pattonre.com	\$ 594,725.00	January-20	100%
5th Street Marina - new sheet pile seawall and dock	341 NW S River Dr., Miami, FL 33128	Marine Construction	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C jtaylor@cumminscederb erg.com	\$ 284,645.00	December-19	100%
Port Miami North Bulkhead Repairs	PortMiami Berth 6	Marine Construction & Commercial Diving	PortMiami	\$ 46,556.00	November-19	
Ocean Reef Club Marine Demo & Floating Dock Installation Marina Village Phase III & Marine Max	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Marine Construction	Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 snyder@bellingham- marine.com	\$ 650,000.00	September-19	100%
Navigational Aids - Fleming Key & Boca Chica - Installation of navigational aids delineating vessel exclusion	Key West, FL 33040	Commercial Diving & Crane Barge Services	City of Key West - Lewis Kreed Howell 305.809.3963	\$ 153,892.00	September-19	100%
444 W. Rivo Alto Dock	444 W Rivo Alto Dr., Miami Beach, FL 33139	Marine Construction	Estefan Enterprises, Inc. 420 Jefferson Avenue, Miami Beach, FL 33139 305.695.7000 koliu@estefan.com	\$ 68,453.00	September-19	100%

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Margaritaville Resort and Marina Ship Fender Installation & Pipe Pile Driving	Margaritaville Resort 2001 S Roosevelt Blvd, Key West, FL 33040	Heavy Construction	Sunset Key - James Vernon (Owner) 305.304.1812 sunsetkey@bellsouth.net	\$ 700,000.00	July-19	100%
Monty's on the Grove Marina Dock Replacement	Monty's on the Grove 2550 South Bayshore Dr., Miami, FL 33133	Marine Construction	Aligned Bayshore Marina, Inc. - Jose Hevia 305.457.5573/ 305.858.9895 jhevia@alignedreh.com	\$ 6,500,000.00	January-19	100%
Prime Marina / Monty's in the Grove - Entire marina dock replacement	2550 S Bayshore Dr. Miami, FL 33133	Marine Construction	Aligned Bayshore Marina, Inc. - Jose Hevia 305.457.5573/ 305.858.9895 jhevia@alignedreh.com	\$ 4,500,000.00	December-18	100%
Ocean Key House Sunset Pier - Reconstruct existing wood pier, including piles	0 Duval St, Key West, FL 33040	Marine Construction	Seaboard Association Limited Partners - Jamie Colee 206.854.7048 jcolee@noblehousehotel.com	\$ 1,500,000.00	November-18	100%
Navigation Aids Miami Dade Parks - Crandon, Matheson Hammock & Rickenbacker Cswy	Miami, FL	Commercial Diving	Miami Dade Park & Rec - Maureen Beaty Maureen.Beaty@miamidade.gov	\$ 102,640.00	November-18	100%
Biscayne Bay Pilot Station - Concrete dock installation and sheetp pile repair	2911 Port Blvd, Miami, FL 33132	Marine Construction	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C jtaylor@cumminscederberg.com	\$ 240,000.00	October-18	100%
Coral Reef Yacht Club Floating Docks, finger piers and debris removal	Coral Reef Yacht Club 2484 South Bayshore Dr., Miami, FL 33133	Marine Construction & Commercial Diving	Jim VanBuren (GM) 305.858.1733 vanburen@coralreefyachtclub.org	\$ 250,000.00	January-18	100%
City of Key West Seawall at Half Shell Raw Bar	Half Shell Raw Bar 231 Margaret St, Key West, FL 33040	Marine Construction	Karen Olson 305.809.3903 kolson@cityofkeywest-fl.gov	\$ 431,000.00	November-17	100%
Coral Reef Yacht Club Floating Docks	Coral Reef Yacht Club 2484 South Bayshore Dr., Miami, FL 33133	Marine Construction	Jim VanBuren (GM) 305.858.1733 vanburen@coralreefyachtclub.org	\$ 50,000.00	January-17	100%

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Island Gardens Mega Yacht Marine Mitigation - Sand & Reef Ball Deployment	Island Gardens Marina 888 MacArthur Cswy, Miami, FL 33132	Environmental	Flagstone Property Group - Jon Wainwright	Coastal Systems International - Tim Blankenship 786.725.4180 D/ 305.873.3326 M/ 305.230.1924 O tblankenship@moffatnic hol.com	\$ 2,800,000.00	June-16	100%
NPS Elliot Key Park Pier - Removed existing 200' long	Elliot Key	Marine Construction	National Parks Service - Tim Bemisderfer 404.507.5705/ 404.316.0603	Olin Hydrographic Solutions - David Olin 305.619.2800 david@olinhydrographic.com	\$ 1,070,000.00	January-16	100%
Marina Palms New Marina 116 Slip Marina & Sheet Pile Seawall w/ Floating Docks & Fixed Docks. Commercial Dive & Demo of existing steel 200 ton boat lift	Marina Palms Yacht Club 17301 Biscayne Blvd, North Miami Beach, FL 33160	Marine Construction	Ed Bec (Project Rep) 305.454.3214	Coastal Systems International - Tim Blankenship 786.725.4180 D/ 305.873.3326 M/ 305.230.1924 O tblankenship@moffatnic hol.com	\$ 7,200,000.00	November-15	90%
Ocean Reef Club Marina Demo & Floating Dock InstallationE & F Dock & Marina Village - 110 Slips	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Marine Construction		Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 sryder@bellingham-marine.com	\$ 1,100,000.00	October-15	85%
Saxony - Cofferdam / Tremie	34th Street & Collins, Miami Beach	Heavy Construction	Tyler Dillon (Owner's Rep) 239.340.8526	Robert Samara PE 305.934.2220 rsamarape@gmail.com	\$1,600,000.00	August-15	75%
Ocean Reef Floating Docks, Pile & Dock Demo	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Marine Construction		Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 sryder@bellingham-marine.com	\$ 1,100,000.00	August-15	90%
City of Miami Floating Docks Dinner Key Marina Spoil Island E	Dinner Key Marina - Spoil Island E	Marine Construction	City of Miami - Carlos Vasquez (PM) 786.376.5480	Coastal Systems International - Tim Blankenship 786.725.4180 D/ 305.873.3326 M/ 305.230.1924 O tblankenship@moffatnic hol.com	\$ 328,000.00	June-14	100%

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NPS Elliot Key Marina Rebuild - 40 Slip	Elliot Key	Marine Construction	National Parks Service - Tim Bemisderfer 404.507.5705/ 404.316.0603	Olin Hydrographic Solutions - David Olin 305.619.2800 david@olinhydrographic.com	Team Henry Enterprises - Tim Gabriel (Project Manager) 919.625.0106	\$ 350,000.00	March-14	100%
Port Miami Reef Ball Marine Mitigation	Port Miami 1015 North America Way, Miami, FL	Environmental	Port Miami - Art T & Juan B 954.803.1909	Coastal Systems International - Tim Blankenship 786.725.4180 D/ 305.873.3326 M/ 305.230.1924 O tblankenship@moffatnic hol.com	\$	1,800,000.00	February-14	75%
City of Miami Floating Docks	United States Sailing Center 2476 South Bayshore Dr., Miami, FL 33133	Marine Construction	City of Miami - Carlos Vasquez (PM) 786.376.5480	Coastal Systems International - Tim Blankenship 786.725.4180 D/ 305.873.3326 M/ 305.230.1924 O tblankenship@moffatnic hol.com	\$	147,000.00	August-13	100%
Port Miami Passenger Boarding Bridge	Port Miami 1015 North America Way, Miami, FL	Crane Barge Service	Port Miami - Art T., Robert Stebbins & Juan Begouignan 954.803.1909 / 305.347.4974 / 786.268.5159 / 305.794.2673		\$	95,000.00	June-13	75%
Port Miami Biririni Super Fast Fenders Installation	Port Miami 1015 North America Way, Miami, FL	Heavy Construction	Port Miami - Art T., Robert Stebbins & Juan Begouignan 954.803.1909 / 305.347.4974 / 786.268.5159 / 305.794.2673		\$	50,000.00	May-13	100%
Port Miami Passenger Boarding Bridge	Port Miami 1015 North America Way, Miami, FL	Crane Barge Service	Port Miami - Art T., Robert Stebbins & Juan Begouignan 954.803.1909 / 305.347.4974 / 786.268.5159 / 305.794.2673		\$	70,000.00	June-12	75%
Port Miami Tunnel - Dodge Island Marine Excavation & Tremie Concrete	Port Miami 1015 North America Way, Miami, FL	Heavy Construction	FDOT	Jacob's Engineering 305.471.4753	BCWF - Pier Pascual 305.894.1800 / Joe Folco 305.632.2243	\$ 3,000,000.00	April-12	75%

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Port Miami Tunnel - Sheet Pile Installation for Flood Gates	Port Miami 1015 North America Way, Miami, FL	Marine Construction	FDOT	Jacob's Engineering 305.471.4753	BCWF - Pier Pascual 305.894.1800 / Joe Folco 305.632.2243	April-12	\$ 200,000.00	100%
Rickenbacker Marina New Boat Launch & Docks	Rickenbacker Marina 3301 Rickenbacker Causeway, Miami, FL 33149	Marine Construction	Aabad Melwani 305.761.7720 am@rmimarina.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com		March-12	\$ 3,300,000.00	100%
Stock Island Marina Village Demo, Piles & Floating Docks - 120 Slips	Stock Island Yacht Club & Marina 6000 Peninsular Ave, Key West, FL 33040	Marine Construction	Mathew Shrunck 305.294.2288	Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 snyder@bellingham-marine.com		January-12	\$ 1,000,000.00	100%
Ocean Reef Club New Piles for Floating Dock Installation D & H Dock - 90 Slips	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Marine Construction		Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 snyder@bellingham-marine.com		September-11	\$ 150,000.00	100%
Port Miami Tunnel - Dodge Island Marine Excavation & Tremie Concrete	Port Miami 1015 North America Way, Miami, FL	Heavy Construction	FDOT	Jacob's Engineering 305.471.4753	BCWF - Pier Pascual 305.894.1800 / Joe Folco 305.632.2243	July-11	\$ 2,000,000.00	75%
City of Miami Beach Sheet Pile Seawalls		Marine Construction		Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com	Envirowaste - Jose Ferre 786.365.0635	April-11	\$ 580,000.00	100%
Cocoplum Marina Pile Work & Police Dock	Cocoplum Yacht Club 6500 Pardo Blvd, Coral Gables, FL 33143	Marine Construction	Captain Harris, Dock Master 305.788.7353			March-11	\$ 200,000.00	100%
Rickenbacker Marina 750 ft Seawall Sheet Pile	Rickenbacker Marina 3301 Rickenbacker Causeway, Miami, FL 33149	Marine Construction	Aabad Melwani 305.761.7720 am@rmimarina.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com		January-11	\$ 466,000.00	100%
Residences at Vizcaya New 12 Slip Marina, New Sheet Pile Toe Wall	Residences at Vizcaya 3535 Hlawatha Ave., Miami, FL 33133	Marine Construction		Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.com		February-09	\$ 360,000.00	100%
Kawama Key Largo Marina 70 Slip Demolition and Piles Installation	Kawama Yacht Club 1500 Ocean Bay Dr., Key Largo, FL 33037	Marine Construction		John McCain PE		February-08	\$ 860,000.00	100%
Monty's on the Grove Hurricane Repair	Monty's on the Grove 2550 South Bayshore Dr., Miami, FL 33133	Marine Construction	Robert W. Christoph Sr.	Kevin McCabee, PE		February-08	\$ 340,000.00	100%

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River Cove Marina 80 Slip Marina Dredging, Docks & Seawall Sheet Piles	River Cove Marina 2000 NW N River Dr., Miami, FL 33125	Marine Construction	Robert W. Christoph Sr.	Kevin McCabe, PE	\$ 2,000,000.00	January-08	100%
Ray Herman Floating Dock	Key Largo, FL	Marine Construction	Ray Herman	Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 snyder@bellingham- marine.com	\$ 50,000.00	September-07	100%
City of Miami Pile Installation	Dinner Key Marina 3400 Pan American Dr., Miami, FL 33133	Marine Construction	City Of Miami - Steven Bogner 305.579.6980		\$ 60,000.00		100%
Miami River Lobster Docks - Several Projects: Sheet Pile Seawalls, Shoreline Stabilization & Commercial Docks	Miami River, FL	Marine Construction	Manly Prieguez (Owner) 305.345.9070 kirk@oceanconsulting.c om	Ocean Consulting - Kirk Lofgren 305.921.9344	\$ 1,000,000.00		100%
Miami Dade County Channel Markers	Miami Dade County	Crane Barge Service	Miami Dade County - Mike Page 305.297.8991		\$ 80,000.00		100%
Fisher Island / Bellingham - Demolition of center, spa, and main dock	Fisher Island	Marine Construction	Bellingham Marine - Jeffrey Pratt 904.570.1452 jpratt@bellingham- marine.com		\$ 1,050,300.00		100%
Miami Dade Bug Light Reef	Miami, FL	Commercial Diving	DERM - Sarah Thanner 305.372.6859		\$ 49,000.00		100%
Marina Del Mar	100 Kings Point Dr, Sunny Isles Beach, FL 33160	Marine Construction	Mike Lanigan 561.274.2353	Nosoco Inc. Chrissa Clark 561.274.2353 chrissa.clarke@ophotels .com	\$ 955,837.00		100%

VESSELS

YEAR	MAKE	DIMENSIONS	NAME	SERIAL NUMBER	TAG/REGISTRATION
BARGES					
2024	CONDRAD	159'-9" x 53'- 11" x 7'-10"	H-566 SPUD BARGE	HULL #H566	
2022	HANKO	40' x 12'2" x 11'	ALUMINUM BOAT	HULL #HK045134G12 2	FL3557TG / 10834660
2021	STEEL	24' x 60' x 5'	RAKED SECTIONAL BARGE		
2021	STERLING	86' X 32' X 6'-6"	BIG DOG BARGE W/ PEDESTAL CRANE 5300	HULL #H180	
1993	STEEL	110' X 40' X 7'	KS 436 BARGE		
2019	CONRAD INDUST.	139 X 45 6-11	JENNIE K ABS BARGE	1292287	
1985	STEEL	120 X 45 X 7	DECK DAVIS DECK BARGE	1259918	
2014	STEEL	33 X 22 X 3	SECTIONAL SPUD BARGE "SELF PROPELLED"	N/A	
2006	STEEL	100 X 36 X 8	HAIL MARY SPUD BARGE	N/A	
PUSHBOATS					
2019	PROGRESSIVE		MICHELLE PUSHBOAT	1301348	
2016	PROGRESSIVE	25.5 X 14 X 6	KAREN PUSHBOAT	1267798	
2012	PROGRESSIVE	25.5 X 14 X 6	ELLY PUSHBOAT	1243114	DO1243114 / 08155845
2008	PROGRESSIVE	25.5 X 14 X 6	FAT JACK PUSHBOAT	1210609	
CREW BOATS					
2001	FIBERGLASS	20'-9"	BOSTON WHALER JUSTICE FISHING BOAT	BWCJB016G001	FL8932TT / 07954405
2012	FIBERGLASS	22'-11"	CAROLINA SKIFF 23 ULTRA ELITE	EKHX0066K112	FL0119PL / 11053220
2002	FIBERGLASS	18'-2"	BOSTON WHALER W/ MERCURY	BWCE3101E202	FL5526PD / 14546471

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1990	FIBERGLASS	19'	BOSTON WHALER W/ 150 YAMAHA	BWC7218EA090	FL7035RB / 07810829
2000	FIBERGLASS	22'-3"	BOSTON WHALER W/ 225 HP YAMAHA	BWCJL247F000	FL1696LM / 07803643
1984		18'	BOSTON WHALER W/ 115 HP YAMAHA	UNKNOWN	FL1614ET / 07810127
MISC BOATS					
2019	FIBERGLASS	56'-0"	DUFOR "CATHERINE THE GREAT"	DUFG0355K819	FL8030TX / 19907195
2016	FIBERGLASS	34'-8"	ISLAND RUNNER "OFFICIAL BUSINESS II"	INT350320516	
2007	ALUMINUM	21'-0"	PONTOON PARTY BOAT	MAU30599A707	FL3666NK / 08156074

CRANES

YEAR	MAKE	MODEL	TONNAGE	SERIAL NUMBER
CRANES				
1997	MANITOWOC	888 CRAWLER CRANE	230	8881059
1991	AMERICAN	5300 CRAWLER CRANE	70	9104AC3538
1966	AMERICAN	9299 CRAWLER CRANE	165	GS15966
2004	GROVE	RT875E CRANE	75	223982
1979	AMERICAN	9260 CRAWLER CRANE	125	GS19876
1982	AMERICAN	5299A CRAWLER CRANE	60	8202 AO 2980
1987	AMERICAN	7225 CRAWLER CRANE	85	8712AC3420
1984	AMERICAN	5300 CRAWLER CRANE	70	3407AT3273
1992	AMERICAN	5299 CRAWLER CRANE	50	
1971	AMERICAN	9270C CRAWLER CRANE	150	GS15540

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VEHICLES

YEAR	MAKE	MODEL	SERIAL NUMBER	TAG/REGISTRATION
EMPLOYEE USE TRUCKS				
2018	MERCEDES BENZ	MXCC46 (VAN)	WDAPF3CC8J9752873	NPCV90
2017	CHEVROLET	SILVERADO	1GB3CYCY1HF185239	IFIP57
2013	CHEVROLET	SILVERADO	1GB3CZC85DF209669	RMJ6G / RVE6D
2020	PETERBUILT	348 ROLL-OFF TRUCK	2NP3LJ0X2LM700383	P3849D
TRAILERS				
2000	LOAD RITE	BW JUSTICE	5A4XR3U23Y2050041	
2020	CARGO	CRAFT RV7182 - ANDRES	4D6EB1820LA044048	90BJTC
2019	UDMP	TL	43ZBD1429K0008477	NBEY25
2006	MILL	"BOBCAT UTILITY TRAILER"	5MTPD24276A000591	GFDV12
2015	PIONEER	"OB II TRAILER"	40YBP3532FF000522	EWVY49
2002	SHOR	"BOSTON WHALER TRAILER"	1MDAPWT142A204243	NAAA00
1995	FAST	"BOSTON WHALER TRAILER"	953211921T2950140	Y850WC / 2815IM (new)

OTHER EQUIPMENT

YEAR	MAKE	MODEL
SKID LOADER		
	CATERPILLAR	262D3 S#ZB200532
2022	CATERPILLAR	262D3
2005	CATERPILLAR	262B
EXCAVATOR		
	CATERPILLAR	320GC
2019	CATERPILLAR	304 E2 CR
2008	CATERPILLAR	314CLCR
HAMMERS		
		Chipping Hammer
	HMC	51-335 VIBRATORY HAMMER W/ POWER PACK
2017	ATLAS	SB702 CHIPPING HAMMER
2001	H&M	H-2700 VIBRATORY HAMMER W/ POWER PACK
	MKT	V5E VIBRATORY HAMMER W/ POWER PACK
	DUETZ	PILE CUTTER MODEL 16
		Chipping Hammer
	30 CY	20' x 5' x 7.5'

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Kearns Construction Company
2550 South Bayshore Drive, Suite 206B
Miami, Florida 33133
CGC 060194

Phone: 305-461-0310 Fax: 305-461-1892 Cell: 305-975-8878 www.KearnsConstruction.com

Construction Sequencing

Date: April 30, 2025

Subject: City of Key West: Pile Replacement and H2 Dock Extension

To: Karen Olson
Company: City of Key West

To:
Company:

Kearns Construction Company's construction sequencing plan is as follows:

- 1 Kearns Construction Company's project staff will review the permit conditions and contract requirements (plans and specifications).**
- 2 Kearns Construction Company will have a coordination meeting with the Client to learn their priorities and site specific expectations.**
- 3 Kearns Construction Company will provide two crews. The first crew will be the barge crew in charge of pile replacement. The second crew will be the carpentry crew. The carpentry crew will perform the H2 dock extension, Turtle Crawl Dock repairs, and concrete repairs.**
- 4 Before pile replacement starts, Kearns Construction will deploy the turbidity curtains and rope off the work zone.**
- 5 For pile replacement, an 40' long structural aluminum beam will span across the top of decking. The aluminum beam will be strapped to the decking below to allow the framing to the damaged pile to be replaced. The aluminum beam will support the partially detached wooden joist below.**
- 6 Utilities will also be suspended by the aluminum beam. If necessary, utilities will be detached and reattached by a licensed MEP subcontractor.**
- 7 Wooden piles will be removed and replaced.**
- 8 Piles will be driven the to required depth.**
- 9 As required, new or existing wooden bents will be attached to the new pile and decking reinstalled.**
- 10 Utilities will be reinstalled and check for operation.**

