

RESOLUTION NO. 12-340

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF EBSARY FOUNDATION COMPANY IN RESPONSE TO RFP 12-030 IN A TOTAL AMOUNT NOT TO EXCEED \$1,421,523.00, FOR REPLACEMENT OF TARPON PIER AT CITY MARINA AT GARRISON BIGHT; WAIVING MINOR IRREGULARITIES WITH THE BID TABULATION SHEET AND THE CONTRACTOR'S PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the bid of Ebsary Foundation Company is hereby awarded in an amount not to exceed \$1,421,523.00 as specified in the response to RFP 12-030, the terms and conditions of which are incorporated herein.

Section 2: That the minor irregularities associated with the bid tabulation sheet and the contractor's proposal are waived.

Section 3: That the City Manager is authorized to execute any contractual documents, with the advice and consent of the City Attorney, that are consistent with RFP #12-030 and the approval granted herein.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20 day of November, 2012.

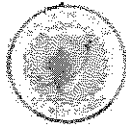
Authenticated by the Presiding Officer and Clerk of the Commission on 20 day of November, 2012.

Filed with the Clerk on November 21, 2012.

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave. Key West, FL 33040 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager
E. David Fernandez, Asst. City Manager - Operations
FROM: Staff
DATE: November 13, 2012
RE: Award of ITB 12-030: Replace Tarpon Pier to Ebsary Foundation Company in the amount of \$1,421,523

ACTION STATEMENT:

This resolution will award ITB 12-030: Replace Tarpon Pier to Ebsary Foundation Company in the amount of \$1,421,523 and to waive minor addition errors in the Bid Tabulation sheet and the contractor's proposal.

BACKGROUND:

Tarpon Pier at City Marina Garrison Bight has 44 slips and is the largest of the live-aboard piers at the marina currently with 33 vessels. The concrete pier was constructed in 1972-1973. In 1990 the pier was extended an additional 93 feet and a wood deck added to the pier due to its deteriorating condition. The utility infrastructure attached to the side of the pier include electric, water, sewer, fire suppression and phone/cable service. The pier is considered in poor condition. A 20 foot section of the concrete deck fell into the water in 2010 and disabled all utility services.

Design/Permitting (\$179,942) of the replacement pier was awarded to Hans Wilson and Associate under a contract executed on September 9, 2011. Permits for construction of the new pier have been received from FDEP and USACE.

Invitation to Bid for the replacement of Tarpon Pier was released under ITB 12-030 on August 26, 2012 via demand star and the city's website. Bids were received on September 26, 2012 from seven firms. The basis of award of this ITB is the Base Bid plus Alternate Bid Item 1 plus Alternate Bid Item 2.

- Central Marine \$945,609.00
Ebsary Construction \$1,421,523.00
Shoreline Foundation \$1,505,890.31
Marine Contracting Group \$1,534,100.00
D. Higgins \$1,596,999.00
M & J Construction \$1,961,884.20
OTAK Group \$2,579,203.00

Key to the Caribbean - Average yearly temperature 77° F.

EXECUTIVE SUMMARY

The lowest bid from Central Marine was deemed non-responsive by staff and should not be considered as the firm did not provide costs for several items in the bid. Additionally, the bidder contacted the City and acknowledged making series errors in their bid. The lowest responsible bid was Ebsary Foundation Company in the amount of \$1,421,523.

The following minor math errors should be noted:

- That Ebsary Foundation Company did not total the Base Bid, Alternate Bid Item 1 and Alternate Bid Item 2 on their bid sheet
- That the Bid Tabulation sheet should read \$1,421,523 vice \$1,421,533 for the bid received from Ebsary Foundation Company.

### **PURPOSE AND JUSTIFICATION**

This project is a part of the City Marina life cycle management plan for city infrastructure as put forth in the 2011 City of Key West Action Plan and is justified due to the age and deteriorated condition of the pier.

The original design contemplated replacement of the fixed pier with a floating pier within the same foot print. After a public meeting held on November 2, 2011, the project was expanded to include 25 foot finger piers similar to what is found on Marlin Pier. This is identified as Alternate Bid item 1.

In order for the construction to occur, the existing vessels must be relocated primarily to Wahoo and Kingfish Piers. Since several of the vessels are extremely large an inspection of these piers was undertaken in order to confirm their structural condition and capacity. During the inspection it was determined that the corner bracing on the piers was failing and required replacement. The replacement of the 92 bracing angles is identified as Alternate Bid Item 2.

Use of Composite decking on the finger piers in the place of IPE wood was added as Alternate Bid Item 3.

### **OPTIONS:**

1. The City Commission can award the Base Bid, Alternate Bid Item 1 (Finger Piers), Alternate Bid Item 2 (Bracing) and Alternate Bid Item 3 (Composite Decking) to Ebsary Foundation Company in the amount of \$1,429,143.
2. The City Commission can award the Base Bid, Alternate Bid Item 1 (Finger Piers) and Alternate Bid 2 (Bracing) to Ebsary Foundation Company in the amount of \$1,421,523. **(STAFF RECOMMENDATION)**
3. The City Commission can award the Base Bid to Ebsary Foundation Company in the amount of \$1,040,380.
4. The City Commission can elect to not award this project.

### **PROS AND CONS**

Option 1 is the most expensive option with the composite decking. This option is not recommended. IPE is the preferred decking and in the case of the low bidder is actually less expensive than use of the composite decking.

Option 2 provides for the installation of finger piers and the bracing. Installation of the finger piers accomplishes several things:

- The dock is a more robust and stable docking system
- Allows for better securing of the large vessels especially during storms
- Improve the quality of the marina and continues to standardize the piers in the marina
- Makes the pier more user friendly to the live boards tenants
- Allows for removal of dock boxes, stairs, etc. from the main pier

Even though the repair of only a portion of the 92 bracing angles are required at this time in order to relocate the boats, it is recommended that all be replaced under this contract to prevent future failures. This option does exceed the budget for the project. Budget implications are described under financial impacts below.

Option 3 even though it puts the project within the budget is not recommended because of the advantages of installing finger piers as described above. Additionally, this would require internal staff to make the repairs to the critical bracing angles which is a time consuming and difficult process as some of the work is required under water.

Option 4 is not recommended because of the piers poor condition.

#### **FINANCIAL IMPACTS:**

The total budget for this project is \$1,400,000. Engineering and permitting costs were \$179,942 which leaves \$1,220,058 for construction. Staff is recommending awarding the Base Bid, Alternate Bid Item 1 (Finger Piers) and Alternate Bid 2 (Bracing) in the amount of \$1,421,523. This creates a budget shortfall of \$201,465. Staff recommends the following actions/budget adjustments in order to make up for the budget shortfall:

- Do not award contract landscaping (\$40,000)
- Do not purchase cale machines (\$18,000)
- Recently installed fish stations were less than expected (\$5,000)
- Delay electrical upgrades to Kingfisher and Wahoo until next budget year (\$100,000)
- Based on current schedule the new transient boaters restroom/dock master building will cover two budget cycles thus allowing usage of revenue from next budget year to complete project and existing budget dollars to complete Tarpon Pier (\$38,465)

These actions/budget adjustments total \$201,465. It is estimated, based on current projections, the net operating income for FY2013-2014 will total \$320,000 thus allowing for the completion of electrical upgrades to Kingfisher and Wahoo and construction of the transient boaters restroom/dock master building. This projection assumes no additional capital dollars will be needed for existing or unforeseen projects and that the 90-day operating reserve will not be utilized this year and can carry forward to next budget year.

The total project cost for replacement of Tarpon Pier is \$1,601,465. This correlates to a replacement cost of approximately \$36,400 per slip.

#### **RECOMMENDATION:**

Staff recommends that the City Commission select Option 2 and award the Base Bid, Alternate Bid Item 1 (Finger Piers) and Alternate Bid 2 (Bracing) to Ebsary Foundation Company in the amount of \$1,421,523.

# INTEROFFICE MEMORANDUM

To: Birch Ohlinger, Engineering  
CC: Sue Snider, Purchasing  
From: Cheri Smith, City Clerk *Cheri*  
Date: September 26, 2012  
Subject: REPLACEMENT OF TARPON PIER; BID 12-030

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The following bids were opened Wednesday, September 26, 2012 at 3:00 p.m. in response to the above referenced project.

1.	Center Marine Contracting, LLC 3810 St. John's Parkway Sanford, FL 32771	Total Base Bid Plus Alternate Items 1 and 2:	\$ 945,609.00
2.	Ebsary Foundation Company 2154 NW North River Drive Miami, FL 33125	Total Base Bid Plus Alternate Items 1 and 2:	\$1,421,533.00
3.	Douglas N. Higgins, Inc. 1213 Glynn Archer Drive #281 Key West, FL 33040	Total Base Bid Plus Alternate Items 1 and 2:	\$1,596,999.00
4.	Marine Contracting Group, Inc. 2511 Vasco Street, Unit 112 Punta Gorda, FL 33950	Total Base Bid Plus Alternate Items 1 and 2:	\$1,534,100.00
5.	M & J Construction Company of Penellas Co., Inc. 809 S. Safford Avenue Tarpon Springs, FL 34689	Total Base Bid Plus Alternate Items 1 and 2:	\$1,872,676.20
6.	OTAK Group, Inc. 3308 Flagler Avenue Key West, FL 33040	Total Base Bid Plus Alternate Items 1 and 2:	\$2,579,201.00
7.	Shoreline Foundation, Inc. 2781 SW 56 <sup>th</sup> Avenue Pembroke Park, FL 33023	Total Base Bid Plus Alternate Items 1 and 2:	\$1,505,890.31

CS/sph

Bid 12-030 – Replacement of Tarpon Pier

THE CITY OF KEY WEST  
Replacement of Tarpon Pier

Bid Comparison - September 2012

Item Description	Quantity	CENTRAL MARINE		EBSARY CONSTRUCTION		SHORELINE FOUNDATION		MARINE CONTRACTING GROUP		D. HIGGINS		M & J CONSTRUCTION		OTAK GROUP	
		Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	
<b>Base Bid</b>															
Mobilization, staging, and demobilization	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$100,000.00	\$115,000.00	\$100,114.81	\$115,000.00	\$50,000.00	\$50,000.00	\$144,000.00	\$144,000.00	\$171,600.00	\$171,600.00	\$171,600.00	\$171,600.00	\$171,600.00	\$92,996.00
Dismantle, relocate, and temporarily store King Fish Finger Piers	10	\$900 each	\$2,500 each	\$1,417.26 each	\$2,500 each	\$500 each	\$500 each	\$635 each	\$635 each	\$5,605 each	\$5,605 each	\$5,605 each	\$5,605 each	\$5,605 each	\$1,260 each
		\$9,000.00	\$25,000.00	\$14,172.60	\$25,000.00	\$5,000.00	\$5,000.00	\$26,350.00	\$26,350.00	\$56,050.00	\$56,050.00	\$56,050.00	\$56,050.00	\$56,050.00	\$12,396.00
Reassemble Kingfish finger piers at end of project	10	\$900 each	\$3,300 each	\$1,770.49 each	\$3,300 each	\$500 each	\$500 each	\$1,055 each	\$1,055 each	\$5,121.20 each	\$5,121.20 each	\$5,121.20 each	\$5,121.20 each	\$5,121.20 each	\$1,125 each
		\$9,000.00	\$33,000.00	\$17,704.90	\$33,000.00	\$5,000.00	\$5,000.00	\$10,550.00	\$10,550.00	\$51,212.00	\$51,212.00	\$51,212.00	\$51,212.00	\$51,212.00	\$11,253.00
Demolition of existing wood and concrete Tarpon Pier	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$80,024.00	\$145,000.00	\$43,293.38	\$145,000.00	\$116,163.00	\$116,163.00	\$151,041.00	\$151,041.00	\$223,492.00	\$223,492.00	\$223,492.00	\$223,492.00	\$223,492.00	\$590,807.00
Furnish and install main floating access pier (12'w x 40'l)	480 SF	\$40.16 per SF	\$56 per SF	\$77.13 per SF	\$56 per SF	\$80 per SF	\$80 per SF	\$96.50 per SF	\$96.50 per SF	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$134 per SF
		\$19,277.00	\$26,880.00	\$37,022.40	\$26,880.00	\$38,400.00	\$38,400.00	\$46,430.00	\$46,430.00	\$36,816.00	\$36,816.00	\$36,816.00	\$36,816.00	\$36,816.00	\$64,430.00
Furnish and install main floating pier (10'w by 359'l)	3,590 SF	\$39.38 per SF	\$52 per SF	\$59.02 per SF	\$52 per SF	\$80 per SF	\$80 per SF	\$143,600.00	\$143,600.00	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$116 per SF
		\$141,374.00	\$186,680.00	\$211,881.80	\$186,680.00	\$287,200.00	\$287,200.00	\$514,937.00	\$514,937.00	\$275,353.00	\$275,353.00	\$275,353.00	\$275,353.00	\$275,353.00	\$414,937.00
Furnish and install finger piers at end (4'wx35'l)	280 SF	\$44.80 per SF	\$75 per SF	\$38.71 per SF	\$75 per SF	\$75 per SF	\$75 per SF	\$14,500.00	\$14,500.00	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$76.70 per SF	\$188 per SF
		\$12,544.00	\$21,000.00	\$10,838.80	\$21,000.00	\$21,000.00	\$21,000.00	\$21,476.00	\$21,476.00	\$21,476.00	\$21,476.00	\$21,476.00	\$21,476.00	\$21,476.00	\$52,737.00
Furnish and install piles 1-10 (18" dia)	10	\$7,069 each	\$7,700 each	\$5,065.13 each	\$7,700 each	\$7,000 each	\$7,000 each	\$8,900 each	\$8,900 each	\$11,151 each	\$11,151 each	\$11,151 each	\$11,151 each	\$11,151 each	\$8,594 each
		\$70,690.00	\$77,000.00	\$60,651.30	\$77,000.00	\$70,000.00	\$70,000.00	\$89,000.00	\$89,000.00	\$111,510.00	\$111,510.00	\$111,510.00	\$111,510.00	\$111,510.00	\$85,944.00
Furnish and install piles 11-14 (24" dia)	4	\$5,486 each	\$7,700 each	\$8,300.16 each	\$7,700 each	\$8,173 each	\$8,173 each	\$8,500 each	\$8,500 each	\$34,356 each	\$34,356 each	\$34,356 each	\$34,356 each	\$34,356 each	\$8,464 each
		\$21,944.00	\$30,800.00	\$33,200.64	\$30,800.00	\$32,692.00	\$32,692.00	\$34,000.00	\$34,000.00	\$137,824.00	\$137,824.00	\$137,824.00	\$137,824.00	\$137,824.00	\$33,857.00
Pile collars	14	\$366 each	\$975 each	\$211.94 each	\$975 each	\$450 each	\$450 each	\$640 each	\$640 each	\$300 each	\$300 each	\$300 each	\$300 each	\$300 each	\$1,172 each
		\$5,124.00	\$13,650.00	\$2,967.16	\$13,650.00	\$6,300.00	\$6,300.00	\$8,960.00	\$8,960.00	\$4,212.60	\$4,212.60	\$4,212.60	\$4,212.60	\$4,212.60	\$16,413.00
Furnish and install aluminum access ramp (5'wx30'l)	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$5,413.00	\$12,200.00	\$9,458.22	\$12,200.00	\$8,345.00	\$8,345.00	\$8,200.00	\$8,200.00	\$11,643.06	\$11,643.06	\$11,643.06	\$11,643.06	\$11,643.06	\$21,108.00
Furnish and install accessories (Cleats: main pier/tee)	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$0.00	\$8,670.00	\$10,808.94	\$8,670.00	\$3,570.00	\$3,570.00	\$5,508.00	\$5,508.00	\$7,221.60	\$7,221.60	\$7,221.60	\$7,221.60	\$7,221.60	\$12,196.00
Electrical system per HSA plans and specifications	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$36,960.00	\$185,000.00	\$191,469.64	\$185,000.00	\$214,445.00	\$214,445.00	\$151,000.00	\$151,000.00	\$57,843.60	\$57,843.60	\$57,843.60	\$57,843.60	\$57,843.60	\$181,907.00
Potable water system per HSA plans and specifications	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$73,800.00	\$40,200.00	\$96,639.35	\$40,200.00	\$31,845.00	\$31,845.00	\$77,200.00	\$77,200.00	\$52,720.04	\$52,720.04	\$52,720.04	\$52,720.04	\$52,720.04	\$177,632.00
Sewer system per HSA plans and specifications	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$0.00	\$39,500.00	\$68,664.97	\$39,500.00	\$31,845.00	\$31,845.00	\$54,200.00	\$54,200.00	\$57,584.00	\$57,584.00	\$57,584.00	\$57,584.00	\$57,584.00	\$126,397.00
Fire system per HSA plans and specifications	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$0.00	\$33,500.00	\$85,831.21	\$33,500.00	\$27,445.00	\$27,445.00	\$68,400.00	\$68,400.00	\$49,560.00	\$49,560.00	\$49,560.00	\$49,560.00	\$49,560.00	\$148,701.00
As-builts, product information, and warranty certificate binder	1	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum
		\$6,144.00	\$8,150.00	\$19,807.20	\$8,150.00	\$6,000.00	\$6,000.00	\$11,900.00	\$11,900.00	\$5,310.00	\$5,310.00	\$5,310.00	\$5,310.00	\$5,310.00	\$17,689.00
IPE decking for main pier	4,350 SF	\$0 per SF	\$9 per SF	\$14.13 per SF	\$9 per SF	\$10 per SF	\$10 per SF	\$128,325.00	\$128,325.00	\$65,250.00	\$65,250.00	\$65,250.00	\$65,250.00	\$65,250.00	\$57,859.00
		\$0.00	\$39,150.00	\$61,465.50	\$39,150.00	\$43,500.00	\$43,500.00	\$128,325.00	\$128,325.00	\$1,081,239.00	\$1,081,239.00	\$1,081,239.00	\$1,081,239.00	\$1,081,239.00	\$7,119,459.00
<b>Total Base Bid</b>		<b>\$591,294.00</b>	<b>\$1,040,380.00</b>	<b>\$1,075,992.82</b>	<b>\$1,040,380.00</b>	<b>\$998,750.00</b>	<b>\$998,750.00</b>	<b>\$1,459,752.90</b>	<b>\$1,459,752.90</b>	<b>\$2,119,459.00</b>	<b>\$2,119,459.00</b>	<b>\$2,119,459.00</b>	<b>\$2,119,459.00</b>	<b>\$2,119,459.00</b>	<b>\$7,119,459.00</b>

THE CITY OF KEY WEST  
Replacement of Tarpon Pier

Bid Comparison Continued - September 2012

Item Description	Quantity	CENTRAL MARINE		EBARY CONSTRUCTION		SHORELINE FOUNDATION		MARINE CONTRACTING GROUP		D. HIGGINS		M & J CONSTRUCTION		OTAK GROUP	
		Cost		Cost		Cost		Cost		Cost		Cost		Cost	
Alternate Bid Item 1 (Finger Piers)															
Furnish and install finger piers (4" wx25") 20 total	2,000 SF	\$58.63 per SF	\$54 per SF	\$62.30 per SF	\$75 per SF	\$56 per SF	\$53.10 per SF	\$112,000.00	\$150,000.00	\$112,000.00	\$106,200.00	\$106,200.00	\$106,200.00	\$112,000.00	\$86 per SF
Remove and dispose of existing outboard piles (sheet 7/9)	18	\$2,268 each	\$1,006 each	\$1,169.04 each	\$750 each	\$354 each	\$354 each	\$354 each	\$354 each	\$354 each	\$354 each	\$354 each	\$354 each	\$1,380 each	\$1,671.00
Deduct cost for piles 11-14 (24" dia) in base bid	4	(\$0 each)	(\$7,000 each)	(\$5,086.49 each)	(\$5,430 each)	\$9,000.00	(\$11,151 each)	(\$8,500 each)	(\$8,500 each)	\$9,000.00	\$6,372.00	(\$11,151 each)	(\$367 each)	\$24,841.00	\$24,841.00
Piles 11-35 (18" dia)	25	\$7,069 each	\$4,850 each	\$5,285.91 each	\$7,000 each	\$8,700 each	\$9,676 each	\$8,700 each	\$7,000 each	\$8,700 each	\$9,676 each	\$9,676 each	\$9,676 each	\$6,145 each	\$1,616.00
Pile collars (additional)	21	\$366 each	\$625 each	\$517.58 each	\$450 each	\$840 each	\$874 each	\$450 each	\$450 each	\$840 each	\$874 each	\$874 each	\$874 each	\$193,616.00	\$193,616.00
Furnish and install accessories (Cleats: finger piers)	120	\$41 each	\$50 each	\$105.97 each	\$35 each	\$41 each	\$41 each	\$35 each	\$35 each	\$41 each	\$41 each	\$41 each	\$41 each	\$18,362.00	\$18,362.00
IPE decking for finger piers	2,000 SF	\$0 per SF	\$9 per SF	\$14.13 per SF	\$10 per SF	\$15 per SF	\$29.50 per SF	\$10 per SF	\$10 per SF	\$15 per SF	\$29.50 per SF	\$29.50 per SF	\$29.50 per SF	\$15 per SF	\$15 per SF
Subtotal Alternate Bid Item 1 (Finger Piers)		\$347,415.00	\$256,483.00	\$309,290.09	\$350,430.00	\$357,060.00	\$469,563.30	\$309,290.09	\$350,430.00	\$357,060.00	\$469,563.30	\$469,563.30	\$469,563.30	\$410,028.00	\$410,028.00
Alternate Bid Item 2 (Work under Addendum 1)															
Addendum 1 replacement of bracing Wahoo and Kingfish Piers	92	\$75 each	\$1,355 each	\$1,310.95 each	\$2,010 each	\$1,725 each	\$354 each	\$2,010 each	\$2,010 each	\$1,725 each	\$354 each	\$354 each	\$354 each	\$540 each	\$540 each
Total Base Bid plus Alternate Bid Item 1 and 2		\$945,609.00	\$1,421,523.00	\$1,505,890.31	\$1,534,100.00	\$1,596,999.00	\$1,961,884.20	\$1,505,890.31	\$1,534,100.00	\$1,596,999.00	\$1,961,884.20	\$1,961,884.20	\$1,961,884.20	\$2,579,203.00	\$2,579,203.00
Alternate Bid Item 3 (Composite Decking)															
Furnish composite decking (main pier)	4,350 SF	\$0 per SF	\$1.20 per SF	\$1.41 per SF	\$1.00 per SF	\$0 per SF	\$29.50 per SF	\$1.00 per SF	\$1.00 per SF	\$0 per SF	\$29.50 per SF	\$29.50 per SF	\$29.50 per SF	\$0 per SF	\$0 per SF
Furnish composite decking (finger piers)	2,000 SF	\$0 per SF	\$5,220.00	\$6,133.50	\$4,350.00	\$0.00	\$128,325.00	\$4,350.00	\$4,350.00	\$0.00	\$128,325.00	\$128,325.00	\$128,325.00	\$0.00	\$0.00
Subtotal Alternate Bid Item 3: Indicate as an Additive or Deductive		\$0.00	\$7,620.00	\$8,953.50	\$6,350.00	\$0.00	\$187,925.00	\$6,350.00	\$6,350.00	\$0.00	\$187,925.00	\$187,925.00	\$187,925.00	\$0.00	\$0.00
Total Base Bid plus Alternate Bid Items 1, 2, and 3 (including 3 as an additive)		\$945,609.00	\$1,429,143.00	\$1,514,843.81	\$1,540,450.00	\$1,596,999.00	\$2,149,209.20	\$1,540,450.00	\$1,540,450.00	\$1,596,999.00	\$2,149,209.20	\$2,149,209.20	\$2,149,209.20	\$2,579,203.00	\$2,579,203.00



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

**BID FORM (ADDENDUM 3)**

To: The City of Key West  
Address: 3140 Flagler Ave, Key West, Florida 33040  
Project Title: Replacement of Tarpon Pier

City of Key West Project No.: ITB 12-030

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

Name: MATTHEW SHIRING  
Telephone: (305) 325-0530 (x108)

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

**CONTRACT EXECUTION AND BONDS**

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

## CERTIFICATES OF INSURANCE

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

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

## LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$200 per day for each day that expires after the time specified for Final completion.

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

## ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, 4, 5, 6, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

## SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

## PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not

transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

COMBINED UNIT PRICE AND LUMP SUM WORK

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

PERMITS:

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

Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>				
Mobilization/staging and Demobilization	1	LS	115,000.00	115,000.00
Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea	2,500.00	25,000.00
Reassemble Kingfish Finger piers at end of project	10	ea	3,300.00	33,000.00
Demolition of Existing wood and concrete Tarpon Pier	1	LS	145,000.00	145,000.00
Furnish and install Main floating access pier (12'w x 40'l)	480	sf	56.00	26,880.00
Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf	52.00	186,680.00
Furnish and install Finger Piers at end (4'wx35'l)	280	sf	75.00	21,000.00
Furnish and install Piles				
Piles 1-10 (18" dia)	10	ea	7,700.00	77,000.00
Piles 11-14 (24" dia)	4	ea	7,700.00	30,800.00
Pile Collars	14	ea	975.00	13,650.00
Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea	12,200.00	12,200.00
Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS	85.00	8,670.00
Electrical System per HSA Plans and Specifications	1	LS	185,000.00	185,000.00
Potable Water System per HSA Plans and Specifications	1	LS	40,200.00	40,200.00
Sewer System per HSA Plans and Specifications	1	LS	39,500.00	39,500.00
Fire System per HSA Plans and Specifications	1	LS	33,500.00	33,500.00
As-builts/Product information and Warrenty Certificate Binder	1	LS	8,150.00	8,150.00
IPE Decking for main Pier	4,350	SF	9.00	39,150.00
			<b>Total Base Bid</b>	<b>1,040,380.00</b>
<b>Alternate Bid Item 1 (Finger Piers)</b>				
Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf	54.00	108,000.00
Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea	1006.00	18,108.00
Piles				
Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea	(7,000.00)	(28,000.00)
Piles 11-35 (18" dia)	25	ea	4,850.00	121,250.00
Pile Collars (additional)	21	ea	625.00	13,125.00
Furnish and install accessories (Cleats: Finger piers)	120	ea	50.00	6,000.00
IPE Decking for Finger Piers	2,000	sf	9.00	18,000.00
			<b>Sub Total Alternate Bid Item 1 (Finger Piers)</b>	<b>256,483.00</b>
<b>Alternate Bid Item 2 (Work under Addendum 1)</b>				
Addendum 1 Replacemnet of Bracing Wahoo and Kingfish Piers	92	ea	1,355.00	124,660.00
			<b>Total Base Bid plus Alternate Bid Item 1 and 2</b>	<b>1,246,660.00</b>
<b>Alternate Bid Item 3 (Composite Decking)</b>				
Furnish Composite Decking (Main Pier)	4,350	sf	1.20	5,220.00
Furnish Composite Decking (Finger Piers)	2,000	sf	1.20	2,400.00
			<b>Sub Total Alternate Bid Item 3): Indicaate as an Additive or deductive:</b>	<b>7,620.00</b>
			<b>Total Base Bid plus Alternate Bid Items 1, 2 and 3</b>	<b>1,429,143.00</b>

TOTAL LUMP SUM BID (BASE BID PLUS ALTERNATE BID ITEM 1: FINGER PIERS)

~~ONE MILLION TWO HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED SIXTY~~ <sup>THREE</sup> Dollars

(Amount written in words has precedence)

and ZERO Cents

TOTAL :

LUMP SUM BID: (BASE PLUS ALTERNATE BID ITEM 1: FINGER PIERS)

\$1,296,863.00

(numerals)

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:

NEARSHORE ELECTRIC, INC  
Name

5680 1<sup>ST</sup> AVE #5 STOCK ISLAND FL 33040  
Street City State Zip

MARINA UTILITIES  
Name

10951 HARMONY PARK DR BOWITA SPRINGS FL 34135  
Street City State Zip

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

Surety

TRAVELERS CASUALTY AND SURETY COMPANY whose address is

2420 LAKEMONT AVE ORLANDO FL 32814  
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is EBRARY FOUNDATION  
COMPANY doing business at

2154 NW NORTH RIVER DR. MIAMI FL 33125  
Street City State Zip

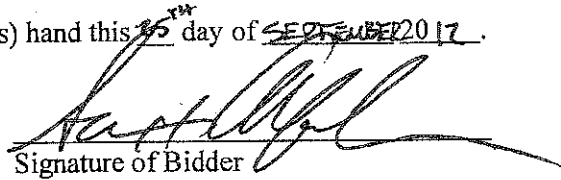
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

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

SCOTT ALFELE RICHARD EBARY  
MATT SHIRING MIKE GONZALEZ  
YVETTE AUBIN

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 15<sup>TH</sup> day of SEPTEMBER 2017.

  
Signature of Bidder

PRESIDENT  
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 25 day of SEPTEMBER 2012.

(SEAL)

EBBARY FOUNDATION Co

Name of Corporation

By: [Signature]

Title: PRESIDENT

Attest: [Signature]

Secretary

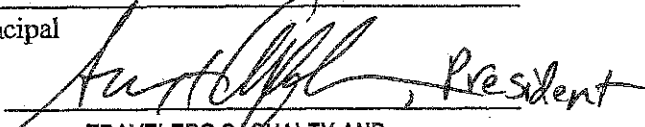
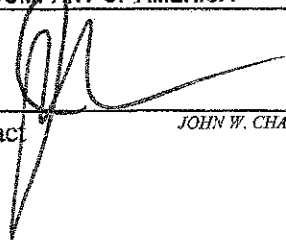
END OF SECTION





NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 19TH day of SEPTEMBER, 2012.

EBSARY FOUNDATION COMPANY  
Principal  
By:  President  
TRAVELERS CASUALTY AND  
SURETY COMPANY OF AMERICA  
Surety  
By:  JOHN W. CHARLTON  
Attorney-In-Fact

END OF SECTION



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216588

Certificate No. 005003924

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

D. W. Matson III, and John W. Charlton

of the City of Coral Gables, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of August, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 16th day of August, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of SEPTEMBER, 20 12.

  
Kevin E. Hughes, Assistant Secretary




To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

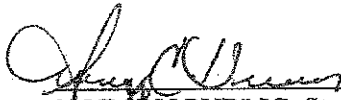
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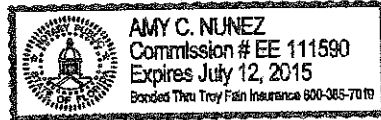
STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

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

By:   
SCOTT ALFELE, PRES.

Sworn and subscribed before me this  
25 day of September, 2012

  
NOTARY PUBLIC, State of Florida  
at Large



My Commission Expires: 7.12.15

END OF SECTION

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 TARPON PIER REPLACEMENT
2. This sworn statement is submitted by EBRARY FOUNDATION COMPANY  
(name of entity submitting sworn statement)

whose business address is 2154 NW NORTH RIVER DRIVE  
MIAMI, FL 33125 and (if applicable) its Federal Employer  
Identification Number (FEIN) is 59-0229150

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

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

and my relationship to the entity named above is PRESIDENT

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

\_\_\_\_\_ 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.)

*[Signature]*  
(signature)  
9/25/2012  
(date)

STATE OF Florida

COUNTY OF MIAMI-DADE

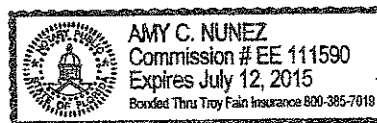
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 25 of September, 2012

My commission expires: 7-12-15

*[Signature]*  
NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: ESSARY FOUNDATION COMPANY SEAL:

2154 NW NORTH RIVER DR  
MIAMI, FL 33125  
Address

  
Signature

SCOTT ALFELE  
Print Name

PRESIDENT  
Title

402686A.GN1

402868A.GN1

DATE:

9/25/2012

SECTITLE  
SECNO - 2

402868.B1  
August 21, 2012  
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**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798**

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

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

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

Business Name EBRARY FOUNDATION Co Phone: (305) 325-0530  
 Current Local Address: Fax: (305) 325-8684  
 (P.O Box numbers may not be used to establish status)

NON - LOCAL ADDRESS

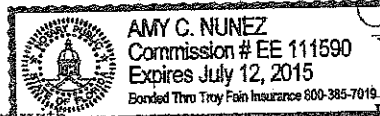
Length of time at this address

[Signature]  
 Signature of Authorized Representative

9/25/12  
 Date

STATE OF Florida  
 COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 25 day of Sept, 2012.  
 By Scott Altele, of Ebary foundation Co.  
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
 or has produced Personally Known as identification  
 (type of identification)



[Signature]  
 Signature of Notary  
Amy C. Nunez  
 Print, Type or Stamp Name of Notary

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

\_\_\_\_\_  
 Title or Rank

## STATEMENT OF SELF-PERFORMANCE

Ebsary Foundation Company intends to self-perform the mobilization and demobilization, dismantle and reassemble the king fish finer piers, demolition of existing Tarpon Pier, Installation of the Floating Docks and all accessories, installation of all piling, removal of all piling, installation of dock decking, bracing replacement on Wahoo and King Fish Piers and Composite Decking (if utilized). The total self-performance for this contract is approximately \$1,150,793.00 (which includes alternates 1,2 and 3) with is in excess of the required 40%



THE CITY OF KEY WEST  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #1**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**29 August**

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

- The scope of work under this contract shall include the works identified on Attachment 1 Finger Pier tri-frame Bracing Replacement: Kingfish and Wahoo Piers
- Work shall be completed prior to commencement of demolition works on Tarpon Pier.
- A Revised Bid Sheet is a part of this Addendum.
- The Bid due date remains unchanged as a result of this addendum
- Paragraph 13 of the INSTRUCTIONS TO BIDDERS is replaced with the following:

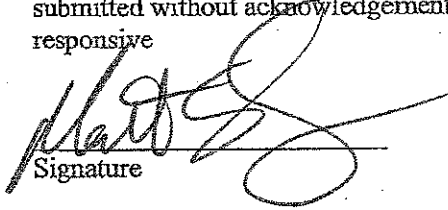
13. **AWARD OF CONTRACT**

The award will be made under one Contract by the Owner on the basis of the Base Bid Plus Alternate Bid Item 1 and Alternate Bid Item 2 from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus any of the alternates or elect to award the Base Bid only.

Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

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

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
Signature

EBBAGE FOUNDATION Co  
Name Of Business



**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #2**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**6 September 2012**

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

- Optional Site Visit: See attached list of attendees
- Engineers Estimate: \$1.5 million dollars
- The bid due date is NOT changed as a result of this Addendum
- ACOE/NOAA Permits: See attached permits. Contractor is required to comply with the Conditions of these permits and assist the City with the necessary documentation to close out these permits.
- Building Permits and Coral Relocation: Contractors are directed to item 17 of the General Conditions for information on these items.
- Insurance: In addition to the insurance requirements of the bid documents. Contractors shall also provide insurance which meets the following

The CONTRACTOR and his subcontractors will provide Workman's Compensation Insurance, U.S. Longshoremen and Harbor Workers Act, Jones Act, and Public Liability and Property Damage Insurance that must be approved prior to Commencement. The insurance amounts are as follows:

- A. Public Liability Insurance in an amount not less than \$1,000,000 for any one person and not less than \$1,000,000 for any one accident.
- B. Property Damage Insurance in an amount not less than \$200,000.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

**EBEARLY FOUNDATION C.**  
Name Of Business



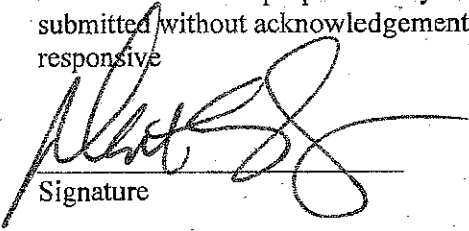
**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #3**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**10 September 2012**

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

- The Bid Form is replaced with the attached
- Attached is the FDEP Permit: Contractors shall comply with this permit and assist the City with all reporting requirements. (Assisting the City with permit reporting requirements shall also apply to the ACOE and NOAA permits)
- No change to the bid due date results from this addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
Signature

EBSARY FOUNDATION Co  
Name Of Business



THE CITY OF KEY WEST  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #4**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**14 September 2012**

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

- Clarification: Sheet 6/9 Hans Wilson & Assoc. Plans. Note on right side of sheet states that the piles to remain are "18" sq mooring piles". Existing piles to remain are 12" square.
- Clarification TS-6.0: After the epoxy coating has cured per the manufacturers specifications, the epoxy coating pile shall be painted with two coats of a Two-Part Linear Polyurethane (PL) Coat with gray pigmentation from the Mean High Water mark to the top of the pile.
- Domestically Produced Seamless Steel Piling: In the event that the contractor can provide documentation that domestically produced pilings are not available, the City will consider other sources in compliance with Supplementary Condition 6.03.D.2
- Clarification: A portion of Addendum 2 provided clarification on Insurance. Delete this paragraph in addendum 2 and note the following:
  - That Contractors shall provide insurance that complies with the requirements of Paragraph 5.04 of the Supplementary Conditions
  - That additional endorsements covering requirements by USLH and Jones acts shall be provided. Specifically
    1. Longshore and Harbor Workers' Compensation Act Coverage Endorsement (WC 00 01 06 A)
    2. Maritime Coverage Endorsement (WC 00 02 01 A)
- No Change to the Bid Due Date is a result of this Addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signature

EBRARY FOUNDATION Co  
Name Of Business





**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #5**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**17 September 2012**

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

- The bid due date is changed to 26 September at 3pm

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signature

A handwritten signature in black ink, appearing to be "Matthew", written over a horizontal line.

EBRARY FOUNDATION CO.  
Name Of Business

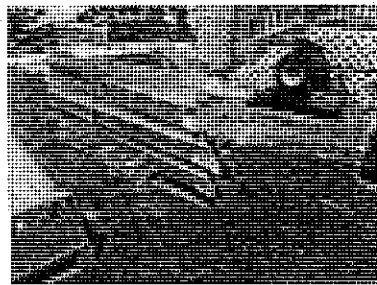
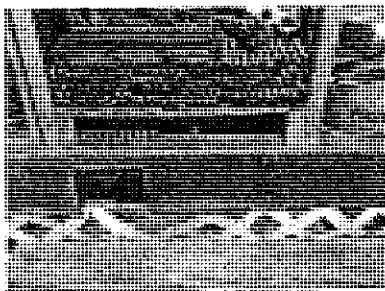


**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #6**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**18 September 2012**

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

- TS-6.2 Anchor piles will be tubular steel pipe, minimum ASTM A252 Grade 3 (modified 50 ksi minimum yield), welded or seamless (no spiral weld allowed).
- CITY SUPPLIED MATERIAL The city shall provide the contractor the following materials to be incorporated into this project (Reference Addendum 1: Bracing).
  - 150 each stainless steel 8'-0 1/2" threaded rods/nuts and bolts to be used on the bracing replacement portion of this work. All additional rods required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.
  - 10 Each hot dipped galvanized braces. All additional braces required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.



- Indemnification form: The attached indemnification forms replaces the form in section 43-18-1
- Supplementary Conditions Article 5.04G. Replace the *Indemnification Agreement* with the following:

*The contractor shall indemnify and hold harmless the City of Key West, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable*

attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

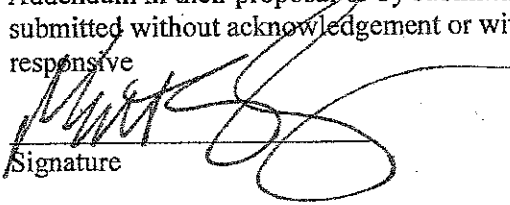
These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 6 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signature



EDSARV FOUNDATION Co  
Name Of Business

# **EBSARY FOUNDATION COMPANY**

## **EXPERIENCE RECORD**

**For:**

**The City of Key West  
Replacement of Tarpon Pier**

**ITB: 12-030**

**MIAMI-DADE FIRE RESCUE FLOATING DOCK AND BOAT LIFT (PROJ. NO. 2005-037R)**  
**JOB # 10-04-003**

**PROJECT LOCATION:** Miami-Dade County Seaport Department  
Port Of Miami

**GENERAL CONTRACTOR:** Ebsary Foundation Company

**OWNER / OWNER REP.:** Miami-Dade County Seaport Department  
Capital Development Division  
1015 N. America Way, 2<sup>nd</sup> Floor  
Miami, FL 33132  
Juan Bergouignan, Construction Manager  
Tel: (305) 347-4974  
Fax: (305) 347-3240  
[Juberg@miamidade.gov](mailto:Juberg@miamidade.gov)

**ENGINEER:** CH2M HILL  
3001 PGA Blvd, Suite 300  
Palm Beach Gardens, Florida 33410  
J. Casey Long, PE NSPE  
Senior Project Manager  
561.904.7400 - main  
561.904.7468 - direct  
561.904.7401 - fax  
[casey.long@ch2m.com](mailto:casey.long@ch2m.com)

**CONTRACT VALUE:** \$ 488,209.00

**DATE WORK PERFORMED:** MAY 2010 – DECEMBER 2010

**SCOPE:**

- Install Floating Dock
- Install Walkway with Platform
- Install Pile supported 60K boat lift
- Install electrical service and water service to dock
- Install Pipe Piling filled with concrete
- Marine mobilization off of 50x90 and maybe 150 ton crane from mooring dolphin job
- Bellingham will provide the docks, electric, water service, dock boxes and walkway
- Skyline will provide pipe piling
- Boat lift provided by: AAA Quality Docks & Boat Lifts of the Keys, LLC

**FPL PPE DISCHARGE CANAL BULKHEAD**  
**JOB # 11-04-001**

**PROJECT LOCATION:** Port Everglades FPL Substation  
8100 Eisenhower Blvd  
Fort Lauderdale, Florida 33316-0100  
Broward County, Florida

**GENERAL CONTRACTOR:** Ebsary Foundation Company

**OWNER / OWNER REP.:** Florida Power and Light  
700 Universe Blvd  
Juno Beach, Florida 33408  
Keith Mazur  
Project Manager  
P: (561) 691-3089  
E: [Keith.mazur@fpl.com](mailto:Keith.mazur@fpl.com)

**ENGINEER:** Florida Power and Light  
700 Universe Blvd  
Juno Beach, Florida 33408  
Tom Joseph  
Civil/Structural Engineering  
P: 561-691-2753  
E: [Tom.Joseph@fpl.com](mailto:Tom.Joseph@fpl.com)

**CONTRACT VALUE:** \$ 896,770.00

**DATE WORK PERFORMED:** SEPTEMBER 2011 -- DECEMBER 2011

**SCOPE:**

- Mobilize Land and Marine Installation
- Redesign bulkhead as steel cantilever bulkhead
- Install new sheet piling
- backfill
- Concrete Seawall cap
- Design bulkhead sheeting and cap
- Site Restoration

**BERTH 33 BULKHEAD & SLIP 3 TOE WALL**  
**JOB # 10-04-005**

**PROJECT LOCATION:** Port Everglades  
Hollywood, Florida

**GENERAL CONTRACTOR:** Ebsary Foundation Company

**OWNER / OWNER REP.:** Broward County Board of County Commissioners  
Seaport Engineering & Construction Division  
1850 Eller Dr.  
Ft. Lauderdale, Florida 33316  
Gary Bogumill  
Project Manager  
P: (954) 468-0149  
Email: [gbogumill@broward.org](mailto:gbogumill@broward.org)

**ENGINEER:** Halcrow  
1101 Channelside Dr., Suite 400N  
Tampa, FL 33602J. Casey Long, PE NSPE  
Andy Curtis  
Senior Project Manager  
P: (813) 386-1985  
F: (813) 386-1991  
Email: [CurtisAE@halcrow.com](mailto:CurtisAE@halcrow.com)

**CONTRACT VALUE:** \$ 2,873,817.00

**DATE WORK PERFORMED:** JANUARY 2011 – JANUARY 2012

**SCOPE:**

- Install 294 WF of AZ 36 toe wall at Slip 3. Sheets supplied by Port. 37 pair will need to be spliced on site. All Slip 3 installation work to be performed from a barge.
- Place tremie seal between new toe wall and existing wall except 69' in front of FPL intake structure.
- Mobilize barge to Berth 33 and unload crane on land.
- Provide and install 249 WF of combi-wall entailing 36" dia. x 74' pipe piles and AZ 25 x 65' sheet piles.
- Install grouted soil anchors at 22 ea. pipe piles. Backfill between existing and new wall. Place concrete cap. Re-install existing fenders.
- Demolish section of existing finger pier and replace upon completion of combi-wall. Refurbish existing bollards. Repair existing concrete spalling.
- Provide and install cathodic protection at new wall and adjacent existing walls.
- Mob. 50'x90'x8' barge with LS 238 on site around January 3, 2011.
- Combi-Wall Supplier: Skyline Steel (407) 622-6001

**INDIAN KEY DOCK CONSTRUCTION (FDEP #: 60674)**  
**JOB # 08-04-002**

**PROJECT LOCATION:** Indian Key  
Islamorada, Florida

**GENERAL CONTRACTOR:** Ebsary Foundation Company

**OWNER / OWNER REP.:** Florida Department of Environmental Protection  
Division of Recreation and Parks  
Randy Strange  
Project Manager  
3540 Thomasville Road  
Tallahassee, Florida 32309  
Ph: (850) 488-5372  
Fax: (850) 488-3537  
Email: [Randall.Strange@dep.state.fl.us](mailto:Randall.Strange@dep.state.fl.us)

**CONTRACT VALUE:** \$ 368,000

**DATE WORK PERFORMED:** APRIL 2008 – JUNE 2008

**SCOPE:**

- Mobilize (Marine)
- Install 32 12"x 25' Precast / Prestressed Pile, drilled and grouted
- Install Precast and Prestressed concrete cap beams
- Install fiberglass composite H-beam stringers
- Install Fiberglass composite grate deck
- Install New hand rail
- Repair 6 cast concrete footers for the lookout tower



**LARGE VESSEL MOORING FACILITY, B-30538A**  
**JOB # 10-04-002**

**PROJECT LOCATION:** Bicentennial Park  
801 Biscayne Blvd.  
Miami, Florida

**GENERAL CONTRACTOR:** Ebsary Foundation Company

**OWNER / OWNER REP.:** Carlos A. Vasquez, R.A.  
CIP Project Manager  
City of Miami - Capital Improvements Program  
Miami Riverside Center  
444 SW 2 Avenue - 8<sup>th</sup> Floor  
Miami, Florida 33130  
Ph: (305) 416-1206  
Fax: (305) 416-2153  
Email: [cavasquez@miamigov.com](mailto:cavasquez@miamigov.com)

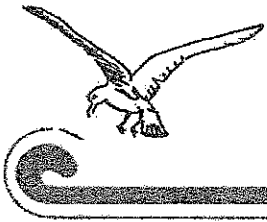
**ENGINEER:** Coastal Systems International, Inc.  
464 S. Dixie Hwy  
Coral Gables, Florida 33146  
Tim Blankenship  
Director  
(305) 661-3655- main  
(305) 661-1914 - fax  
Email: [tblankenship@coastalsystemsint.com](mailto:tblankenship@coastalsystemsint.com)

**CONTRACT VALUE:** \$ 1,332,022.00

**DATE WORK PERFORMED:** SEPTEMBER 2010 – APRIL 2011

**SCOPE:**

- Marine Mobilization and Landside Mobilization
- 64 ea 24" concrete pile with preformed holes and moving rip-rap
- 16 ea. 10x10x4 concrete caps
- 16 ea. Access ladders
- 16 ea. 50ton mooring bollards
- 16 ea. Fenders
- 2 ea. PDA test pile
- Protection of Existing structures (vibration and settlement monitoring)
- Endangered Species Monitoring (manatee watch and signs)
- 48 ea. Solar lights
- Surveying and Pile monitoring
- FRS prestress is providing Piling
- Dana Tugs is providing the barge
- Kelly Tractor is providing the 150 ton crane
- 3C furnishes and installs concrete caps
- Mahoney Supply provides access ladders and rub guards
- Trelleborg provides bollards
- Wingerter does all testing, pile monitoring, arranges PDA
- Geosonics does vibration monitoring
- Fenders supplied by Maritime or Ace Marine
- Surveying by Fortin & Leavy



# EBSARY

## foundation company

MARINE AND ENGINEERING CONSTRUCTION

2154 N.W. North River Drive, Miami, Florida 33125-2297

Ofc. (305) 325-0530 • CC# E-502 • Fax (305) 325-8684

September 12, 2012

### EBSARY FOUNDATION COMPANY QUALIFICATIONS

Tax Payer ID # 59-0229150

Florida General Contractor License No. CGC059721

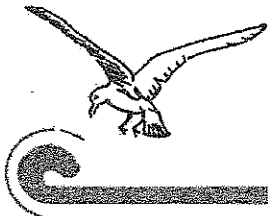
Miami-Dade County License No. E502

Dun and Bradstreet Number: 003869229

#### 1. KEY PERSONNEL

- 1.1. Scott Alfele – President – 18 years experience in foundation and heavy construction at Ebsary Foundation Company. Licensed State of Florida General Contractor, Licensed Miami-Dade County Engineering Contractor, Category: Structural Engineering. Phone: (305) 986-8700 – Email: [scotta@ebsaryfoundationco.com](mailto:scotta@ebsaryfoundationco.com)
- 1.2. Matthew Shiring, P.E. – Vice President – 11 years experience in heavy marine and foundation construction – 5 years with Ebsary Foundation Company. Licensed Professional Engineer in Florida and Maryland – Phone: (305) 746-5244 – Email: [matt@ebsaryfoundationco.com](mailto:matt@ebsaryfoundationco.com)
- 1.3. Mike Gonzalez – General Superintendent / Vice President of Operations. 30 years experience in marine, heavy and foundation construction at Ebsary Foundation Company. Phone: (305) 986-0172 – Email: [mike@ebsaryfoundationco.com](mailto:mike@ebsaryfoundationco.com)
- 1.4. Brian Ortiz – Project Manager / Estimator – 10 years experience in foundation construction with Ebsary Foundation Company. Phone: (786) 299-1527 – Email: [brian@ebsaryfoundationco.com](mailto:brian@ebsaryfoundationco.com)
- 1.5. Brent Huffman – Project Manager – 7 years experience in foundation construction. Phone: (305) 986-7414 – Email: [bhuffman@ebsaryfoundationco.com](mailto:bhuffman@ebsaryfoundationco.com)
- 1.6. Yosmel Milian, E.I. – Project Manager / Estimator – 3 years of experience in foundation and heavy marine construction at Ebsary Foundation Company. (305) 967-3977 – Email: [ymilian@ebsaryfoundationco.com](mailto:ymilian@ebsaryfoundationco.com)
- 1.7. Victor DeWitt – Safety & Quality Control Manager – 15 years experience in Heavy Building and Highway Construction – 1 year with Ebsary Foundation Company. Certified Site Safety Health Officer. Phone (786) 299-1703 – Email: [vdewitt@ebsaryfoundationco.com](mailto:vdewitt@ebsaryfoundationco.com)
- 1.8. Mark Belliveau – Superintendent – 28 years experience in foundation, heavy and marine construction – 6 years with Ebsary Foundation Company. Phone: (305) 747-4514 – Email: [mbelliveau@ebsaryfoundationco.com](mailto:mbelliveau@ebsaryfoundationco.com)
- 1.9. John Weidner – Superintendent. 11 years experience in foundation and heavy construction at Ebsary Foundation Company. Phone: (305) 219-0781 – Email: [john@ebsaryfoundationco.com](mailto:john@ebsaryfoundationco.com)
- 1.10. Gerry Knopp – General Superintendent. 31 years experience in foundation, heavy and marine construction (305) 986-9025 – Email: [gknopp@ebsaryfoundationco.com](mailto:gknopp@ebsaryfoundationco.com)
- 1.11. Esmil Canet – Superintendent. 16 years experience in foundation and bridge construction. Phone: (305) 934-5415 – Email: [ecanet@ebsaryfoundationco.com](mailto:ecanet@ebsaryfoundationco.com)

Incorporated 1930



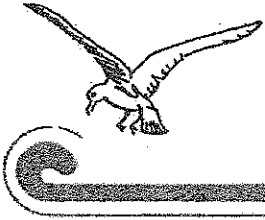
# EBSARY

foundation company

Ebsary Foundation Company Qualifications  
September 12, 2012

## 2. ONGOING PROJECTS LIST

- 2.1. Wharves Strengthening Program, Cargo Wharves I to VII – *Miami-Dade County Seaport Department* – Furnish and install Replacement Combi-Wall Steel Sheet Pile Bulkhead, Driven 30” Pipe Piling and Cast-in-Place Concrete Breasting Structures. Contract Value: \$22,144,822. Odebrecht Construction Company, Luiz Simon (305) 341-8800, Email: [lsimon@odebrecht.com](mailto:lsimon@odebrecht.com) – Juan Bergouignan, Miami Dade County Seaport Department (305) 347-4974
- 2.2. The Brickell CitiCentre, Foundation Package– 307 ea 18” x 50ft Augercast Piling, 1,153 LF of AZ19-700 permanent steel sheet piling and internal steel beam waler and bracing. Contract Value: \$ 7,012,411. Charles Bartlett, Malcolm Drilling Company, Inc., [cbartlett@malcolmdrilling.com](mailto:cbartlett@malcolmdrilling.com) (813) 523-1427.
- 2.3. Cruise Terminal D & E Runway Extension (Project # 2011-014.04) – *Miami-Dade County Seaport Department* – Furnish and install 14” x 50ft Augered Cast-in-Place Piling and Cast-in-Place Concrete Runway Extensions for the Cruise Terminals. Contract Value: \$ 789,757.00. Kari Garland, Miami Dade County Seaport Department, [kari@miamidade.gov](mailto:kari@miamidade.gov), (305) 347-4974
- 2.4. Herbert Hoover Dike Rehabilitation Project, Culverts 1 & 1A Replacement – *US Army Corps of Engineers* – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel Sheet Piling, 24” Augercast Piling. Contract Value: \$15,672,012. Jorge Mendoza, Odebrecht Construction Company, (305) 341-8800, Email: [mendoza@odebrecht.com](mailto:mendoza@odebrecht.com)
- 2.5. Herbert Hoover Dike Rehabilitation Project, Culverts 11 & 16 Replacement – *US Army Corps of Engineers* – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel Combi-Wall Sheet Piling. Contract Value: \$2,827,470. Tom Westervelt, Harry Pepper and Associates, (561) 792-9186, Email: [twestervelt@hpepper.com](mailto:twestervelt@hpepper.com)
- 2.6. Repairs to Navy mole Bulkhead 497 – *US Department of the Navy, NAVFAC S.E. / City of Key West* – Demo and Install replacement 400 LF of new Sheet pile Seawall with CIP Concrete Cap and Promenade slab, waler and grouted soil anchor tiebacks, mill and repave the pier and utility restoration. Contract Value: \$3,278,822.00. Ray Cottom, NAVFAC SE, (850) 814-7060, [Melvin.Cottom.ctr@navy.mil](mailto:Melvin.Cottom.ctr@navy.mil).
- 2.7. Port of Miami Tunnel and Access Improvements Dodge Island Bridge Foundation – *Florida Department of Transportation* – Furnish and Install 44 ea. 24” Concrete Foundation Pile, to include test pile program. Contract Value: \$375,706.00. Jorge Orobitg, Bouygues Civil Works, (305) 894-1835, [j.orobitg@bcwf-miami.com](mailto:j.orobitg@bcwf-miami.com).
- 2.8. North District Chiller Plant CHW Interconnect Piping Microtunneling Cofferdams – *Miami Dade County* - Design, install and remove 2 ea. microtunneling Jacking Cofferdam Pits. Contract Value: \$302,771. Mike Gibson, Bradshaw Construction (813) 621-7444.
- 2.9. Miami Beach Edition Hotel Foundation Pile– 101ea 24” x 43ft, 166ea 18” x 43ft, 157ea 14” x 38ft and 251ea 18” x 35ft Augercast Piling. Contract Value: \$1,925,868. Eric Cohen, Coastal Construction (305) 970-1969.



# EBSARY

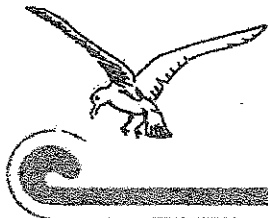
foundation company

Ebsary Foundation Company Qualifications  
September 12, 2012

### 3. COMPLETED PROJECTS LIST

#### 3.1. 2012 Major Jobs

- 3.1.1. Berth 27 & 29 High Wind Bollards – *Broward County Seaport Department (Port Everglades)* – 3 ea. 66” x 70ft long Drilled shafts with concrete pile caps and 150 Ton Single Bit Bollards. Contract Value: \$ 339,020.00. Gary Bogumill, Port Everglades, [gbogumill@broward.org](mailto:gbogumill@broward.org), (954) 468-0149
- 3.1.2. Port of Miami Mooring Bollards Phase I – *Miami-Dade County Seaport Department* – Demolish existing fenders and apron slabs and Install 22 ea. bollards consisting of 88 ea 24” diameter x 77’ Augercast Piles and 22 ea cast in place concrete pile caps with 150 ton bollards. Contract Value: \$1,800,000. Juan Bergouignan, Port of Miami (305) 347-4974
- 3.1.3. S-197 Culvert Replacement Cofferdam Anchor Pile – *South Florida Water Management District* – Install 48 ea. 16” Augercast Anchor Pile for the cofferdam tremie tie down. Contract Value: \$ 46,000. Tim Keen, Interlaken, Inc. (561) 582-4651
- 3.1.4. I-595 Corridor Roadway Improvements Project (Soundwall Construction) – *Florida Department of Transportation* – Furnish and Install Augercast Pile Soundwall Posts, Precast Concrete soundwall panels, demolition and disposal of existing soundwall panels, Temporary and Permanent sheet pile installation. Contract Value: \$1,758,337. Anthony Guglielmi, Dragados, USA (305) 753-4699.
- 3.1.5. I-595 Corridor Roadway Improvements Project (Driven concrete pile) – *Florida Department of Transportation* – Install 18” and 24” precast and prestressed concrete pile. Contract Value: \$1,041,000. Brad Wilson, GLF Construction Corp. (954) 423-1436.
- 3.1.6. The Ocean Hotel Foundation – 108 ea. 14” x 60ft Augercast Piling. Contract Value: \$177,500. John Cahorshak, Reliance Construction Company, LLC, (561) 613-5423
- 3.1.7. University of Miami Student Activities Center Foundation – 339 ea. 14” x 38 ft Augercast Piling. Contract Value: \$320,000. Stephen Chang, Moss & Associates. (305) 381-8471.
- 3.1.8. San Marco Island Drainage Improvements Cofferdam Construction – Design, Install and Remove 21ft x 57ft temporary cofferdam for pump station construction. Contract Value: \$205,000. Ed Dominguez, South Eastern Engineering Contractors. (305) 557-4226.
- 3.1.9. I-75 Sound Walls (Fowler to Bruce B. Downs) – *Florida Department of Transportation* – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$238,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.1.10. SR 429 Sound Walls – *Florida Department of Transportation* – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$123,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.1.11. Removal of Fishing Catwalks at Rickenbacker Causeway Bear Cut Bridge – *Miami Dade County* – Demolition and Disposal of existing concrete catwalk and fishing pier. Contract Value: \$380,407. Alberto Estevez, MDC Construction Manager, (305) 375-1918.



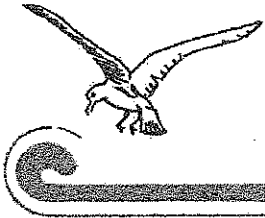
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foundation company

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## 3.2. 2011 Major Jobs

- 3.2.1. I-595 Corridor Roadway Improvements Project (Microtunneling cofferdams) - *Florida Department of Transportation* - Design, install and remove 13 ea. microtunneling Jacking and receiving Cofferdam Pits. Contract Value: \$1,528,629. Mike Gibson, Bradshaw Construction (813) 621-7444.
- 3.2.2. I-595 Corridor Roadway Improvements Project (Bulkhead & MSE Wall Construction) - *Florida Department of Transportation* - Furnish and Install approximately 14,500 wall feet of anchored bulkhead seawall with double channel walers, deadman tiebacks, grouted tiebacks. Install 2500 wall feet of MSE sheet pile walls with grouted tiebacks and walers. Contract Value: \$11,400,000. Daniel Ruiz, Dragados, USA (954) 513-3821.
- 3.2.3. I-595 Corridor Roadway Improvements Project (Microtunneling cofferdams) - *Florida Department of Transportation* - Design, install and remove 7 microtunneling Jacking and receiving Cofferdam Pits, Cast-In-Place Concrete Thrust Walls and Portal Walls. Contract Value: \$1,421,000. Alex Carstens, Globetec Construction Company (954) 590-3305
- 3.2.4. I-595 Corridor Roadway Improvements Project (Driven concrete pile) - *Florida Department of Transportation* - Install 18" precast and prestressed concrete pile. Contract Value: \$515,000. Antonio Mayo Suarez, Dragados, USA, Inc (954) 513-3858
- 3.2.5. Pump Station 650 Lakeside Ranch- *South Florida Water Management District (SFWMD)* - Furnish and install sheet pile and H-Pile wing walls with tiebacks and walers. Furnish and Install concrete piling and timber piling. Contract Value: \$ 715,000. Matthew Deluca, Douglas N. Higgins, Inc. (941) 309-5275
- 3.2.6. Large Vessel Mooring Facility - *City of Miami* - Furnish and install 64 ea. 24" concrete piles for 16 ea. mooring dolphins; with preformed holes, concrete caps, mooring bollards and fenders. Contract value: \$1,330,000. Carlos Vasquez, City of Miami project manager. (786) 367-5480
- 3.2.7. Berth 33 Bulkhead & Slip 3 Toe wall - *Broward County Seaport Department (Port Everglades)* - Install AZ 36 sheets toe wall, place tremie seal, provide and install combi-wall, grouted soil anchors and cast-in-place concrete cap. Contract value: \$2,900,000. Gary Bogumill, Port Everglades project manager. (954) 325-7665
- 3.2.8. C111 Spreader Canal - *South Florida Water Management District* Furnish and install permanent sheet pile with tiebacks; Design, install and remove temporary sealed steel sheet pile cofferdam. Contract Value: \$325,000. Saide Rangel, GlobeTec Construction (954) 590-3305
- 3.2.9. I-75 Sound Walls (SR 80 Interchange) - *Florida Department of Transportation* - Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$230,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.2.10. I-95 Sound Barrier Walls (Palm Beach County) - *Florida Department of Transportation* - Augercast Piles, set posts and templates, Sound Barrier Walls. Contract Value: \$170,000. Barry Transleau, State Contracting and Engineering Corp. (954) 923-4747

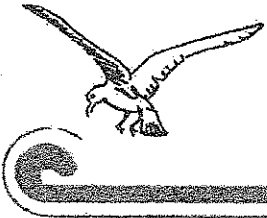


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- 3.2.11. FPL PPE Discharge Canal Sheet Pile Wall Installation – *Florida Power and Light, Port Everglades* – Design, Furnish and Install 550 wall feet replacement Steel Sheet Pile Bulkhead in the Plant Discharge Canal. Contract Value: \$ 881,000. David Boudreaux, Florida Power and Light (561) 691-3073
- 3.2.12. FPL PPE Circulating Water Inlet Structure, Culvert & Canal Restoration – *Florida Power and Light, Port Everglades* – Reconstruction of the toe wall, tremie concrete, culvert repairs and canal bank stabilization. Contract Value: \$ 874,395. David Boudreaux, Florida Power and Light (561) 691-3073
- 3.2.13. FPL PPE Seal Well Remediation Units 3 & 4 – *Florida Power and Light, Port Everglades* – Furnish and Install 12” Steel Pipe Piling and 14” Augercast Piling and Install Steel Sheet Piling . Contract Value: \$ 340,000. David Boudreaux, Florida Power and Light (561) 691-3073
- 3.2.14. Palm Center Garage – *City of Hialeah* –Install 242 ea. 14” dia. x 45 ft augercast piles. Contract Value: \$150,000. Oniel Toledo, City of Hialeah – Construction & Maintenance (305) 687-2620
- 3.2.15. Deering Estate Pump Station – *South Florida Water Management District* Design, furnish, install and remove 36’x78’ sealed cofferdam; furnish and install 2 ea. wing walls with associated deadman walls including tiebacks and walers. Contract Value: \$378,000. Dave Whittemore, Worth Contracting Inc. (904) 396-6363
- 3.2.16. Sweetwater Cofferdams – *City of Sweetwater* – Furnish, Install and remove two sealed cofferdams for two pump station structures. Contract Value: \$340,000. Saide C. Rangel, GlobeTec Construction Company, (954) 590-3305
- 3.2.17. Turnpike Soundwalls – *Turnpike Enterprise Authority* – Install augercast pile and set precast sound wall posts. Contract Value: \$1,250,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 760-5689
- 3.2.18. Holy Cross Hospital Expansion – Install 72 ea. 16” dia. x 45 ft. augercast piles. Contract Value: \$113,000. Bernie Perez, Arellano Construction. (305) 994-9901
- 3.2.19. Orange Line – MIC Earlington Heights Metrorail Connector – *Miami Dade Transit – 24”* Augercast Piles with Statnamic Testing. Contract Value: \$3,300,000. Humberto Zambrano, Odebrecht-Tower- Community Joint Venture (305) 341-8800
- 3.2.20. I-95 Sound Barrier Walls (Jacksonville) – *Florida Department of Transportation* – Install 170 - 30” dia. x 16 ft. bid length augercast piles and set templates and posts. Contract Value: \$370,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.2.21. SR 35 Sound Barrier Walls (Ocala) – *Florida Department of Transportation* – Install 101 ea. 36” dia. x 14 - 15 ft. augercast piles and set templates and posts for Sound Walls. Contract Value: \$313,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.2.22. SR 417 Sound Walls (Orlando) – *Florida Department of Transportation* – Install 216 ea. 30” dia. x 15 ft and 21 ea. 30” dia. x 18 ft augercast piles and set templates and posts for



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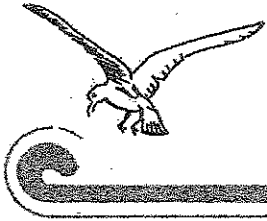
## foundation company

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September 12, 2012

- Sound Walls. Contract Value: \$280,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.2.23. Scott Carver Redevelopment - Install 147 ea. 14" dia. x 45 ft. augercast piles. Contract Value: \$105,000. Neil Wilkie, Beauchamp Construction Company (305) 492-2499
- 3.2.24. MDX Cast-In-Place Sound Walls, SR 874 – *Miami-Dade Expressway Authority* – 30" Augercast piles. Contract Value: \$505,000. George Southworth, Concrete Impression, Inc (819) 899-4284
- 3.2.25. SR 874 Sound Barrier Walls – *Miami Dade Expressway Authority* – Augercast Piles, Set Posts and Templates for Sound Walls. Contract Value \$ 2,450,000. Brent Marley, Condotte America (305) 345-5482

### 3.3. 2010 Major Jobs

- 3.3.1. Wharf 1 Emergency Bulkhead Repair Phase II – *Miami-Dade County Seaport Department* – Furnish and install sheet pile cut off wall, backfill, cast in place concrete runway and repave. Contract Value: \$2,100,000. Juan Bergouignan, Miami Dade County Seaport Department (305) 347-4974
- 3.3.2. 1826 Collins – Install Augercast piling and steel sheet piling cofferdam. Pressed sheet pile installation. Contract Value: \$364,000. Carlos Gonzalez, Stellar Construction Management, LLC (786) 797-6136.
- 3.3.3. Key West/Navy Design Build Pedestrian Bridge – *City of Key West, US Navy* – Furnish and install an elevated 120ft x 8ft wide Pedestrian Bridge. Contract Value: \$759,000. Doug Bradshaw, Project Manager, City of Key West, Port Operations (305) 809-3792
- 3.3.4. North River Drive Seawall – Design Build Seawall, includes furnish and install sheet pile bulkhead, tiebacks and concrete cap. Contract Value: \$389,000. Sunhouse Construction, Olga Toro (305) 442-4600.
- 3.3.5. Sawgrass Pump Station – *City of Sunrise* – Design, Furnish, Install & Remove a 34'x34' sealed cofferdam. Pressed Sheet Pile Installation. Contract Value: \$340,000. Michael Brandao, Cardinal Contractors, Inc. 954.587.0520
- 3.3.6. MIA Manatee Gate Replacement– *Florida Department of Transportation* – Install Temporary Manatee Barrier, Install new manatee gate consisting of PS27.5 sheet pile manatee gate with W10x30 King pile, Aluminum manatee gates and Steel walkway. , Remove Temporary Manatee Barrier. Contract Value: \$156,000. Carmen S. Gonzalez, Turner Construction Company, (786) 265-0891
- 3.3.7. JEA Greenland Energy Center Sound Walls – *Florida Department of Transportation* – Install 77 ea. 30" dia. x 16 ft. augercast piles for Sound Walls and set templates and posts for Sound Walls. Contract Value: \$160,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 760-5689



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- 3.3.8. Miami-Dade Fire Rescue Floating Dock and Boat Lift – *Miami-Dade County Seaport Department* – Furnish and install pile supported floating dock. Contract Value: \$486,402. Juan Bergouignan, Miami Dade County Seaport Department (305) 347-4974

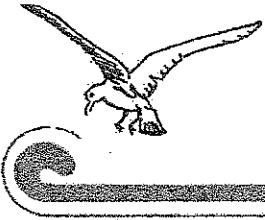
## 3.4. 2009 Major Jobs

- 3.4.1. MIA Mover – *Miami Dade Aviation Department* – 24" Augercast Piling and 24" Precast Concrete Pile Installation. Contract Value: \$2,140,000. Humberto Zambrano, Parsons – Odebrecht Joint Venture (305) 341-8800
- 3.4.2. South District Wastewater Treatment Plant Clarifiers – *Miami-Dade Water & Sewer Department* – Augercast pile foundation. Contract Value: \$495,000. Todd Palmatier, Atlantic Skanska, Inc. (772) 633-9177
- 3.4.3. Port Everglades Portwide Bollard Installation – *Broward County Seaport Department (Port Everglades)* – Drilled shafts, augercast piles and concrete pile caps. Contract Value: \$2,125,398.00. Gary Bogumill, Port Everglades (954) 468-0149
- 3.4.4. Miami Circle Seawall Replacement – *Florida Department of Management Services* – 550 Wall Foot AZ 39-700 Seawall Replacement, Concrete Cap and Rip-Rap. Contract Value: \$1,357,600. Jere Lahey (904) 359-6093
- 3.4.5. West Palm Beach Waterfront Commons Foundation – *City of West Palm Beach* – 14" x 40' Augercast Piling. Zach Young, Catalfumo Construction (561) 694-3000
- 3.4.6. Milander Parking Garage Foundation – *City of Hialeah* – 14" x 48' Augercast Piling. Contract Value: \$162,000. Carlos F. Lopez, Purchasing Supervisor, City of Hialeah (305) 883-5846
- 3.4.7. Calder Casino Aerial Crossing – *Miami-Dade County* – 12" x 40' precast concrete piling w/ cast-in-place concrete caps. Contract Value: \$26,000. Maria Valentin, Central Florida Equipment, (305) 888-3344
- 3.4.8. Port of Miami Cruise Terminal C & D Runway Extension and Bollards – *Miami-Dade County Seaport Department* – 24" x 69' augercast piling, 14" x 49' Augercast Piling, seawall demolition, cast in place concrete caps and new Bollards. Contract Value: \$459,220. Cesar Gonzalez, Project Manager, JVA Engineering (305) 696-7902
- 3.4.9. City of Cocoa WTM Cofferdams – *City of Cocoa Utility and Engineering Division* – Sheet pile cofferdams, soil Anchors, tremie seal and 14" x 60ft prestressed concrete piles. Contract Value: \$1,550,000. Alex Carstens, Globetec Construction Company (954) 590-3305

## 3.5. 2008 Major Jobs

- 3.5.1. Indian Key Dock Repair – *Florida Department of Environmental Protection (FDEP)* – Precast concrete and fiberglass dock replacement. Contract Value: \$359,000 Randy Strange, Florida Department of Environmental Protection (850) 488-5372



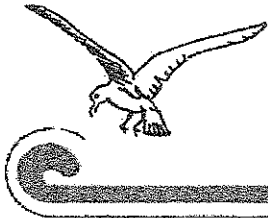


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- 3.5.2. Bellini Williams Island – Augercast pile foundation. Contract Value: \$1,255,000 Kevin Schwarte, 180 Production Management Inc. (786) 338-5360
- 3.5.3. Marriott Miami Airport – Augercast pile foundation. Contract Value: \$535,000 Ben Vidiella, Suffolk Construction Company (305) 609-4459
- 3.5.4. Hollywood Seawall – Prestressed concrete piles, concrete panel seawall, timber dock. Contract Value: \$445,000. Jerry McDonald, G.T. McDonald Enterprises (954) 584-3060
- 3.5.5. Waverly Condominium Seawall and Provision of Fence Foundation – Sheet pile seawall, concrete cap and landside foundation work. Contract Value: \$412,902 Tania Garcia, Waverly South Beach (305) 674-5880
- 3.5.6. Matheson Seawall – Steel sheet pile seawall, concrete cap and timber piles. Contract Value: \$257,000 Finlay Matheson, Owner (305) 443-4256
- 3.5.7. Miami Intermodal Center Fuel Tanks – *Florida Department of Transportation* – Sheet pile cofferdams, soil anchors and tremie seal. Contract Value: \$338,000. Clyde Williamson, Talon Industries (817) 265-5511
- 3.5.8. SR826/SW 163rd St. Bridge Repairs – *Florida Department of Transportation* – 14” Driven Fender File and precast column placement. Contract Value: \$55,000. Eric Espinosa, PCL Civil Constructors (813)264-9500
- 3.5.9. State School BB-1 – *Miami Dade County Public School* – Augercast Pile Foundation. Contract Value: \$590,000. Juan Campos, MCM Corp (305) 541-0000
- 3.5.10. Villas by the Sea – Augercast Pile Foundation. Contract Value: \$840,000. Michael Parker, Minto Communities, LLC (954) 973-4490
- 3.5.11. NSU Competition Pool – *Nova Southeastern University* – Augercast Pile Foundation. Contract Value: \$340,000. JWR Construction Services C/O Nova Southeastern University. Mike Metzger, JWR Construction Services (954)234-8632
- 3.5.12. Turnpike Sound Wall (I-4 to Gotha Road) – *Florida Department of Transportation* – Augercast Pile Foundation and Precast Post for sound walls. Contract Value: \$2,750,000. George Southworth, Concrete Impression, Inc (819) 899-4284
- 3.5.13. Army Corps of Engineers Structure 333 – *Army Corps of Engineers (ACOE)* – Driven 14” Pile and Augercast Anchor Supported Slab and Foundation. Contract Value: \$ 200,000. Eduardo Gandolfo, Michello, Inc. (305) 233-5394
- 3.5.14. Westwego Floodwall Construction – *Army Corps of Engineers (ACOE)* – Steel sheet piling, steel pipe piles, steel H-Piles for floodwall construction, timber dolphin piling. Contract Value: \$ 2,040,174. Paul Nola, Cajun Constructors Inc. (225) 753-5857



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## 4. TRADE REFERENCES

- 4.1. Odebrecht Construction Company, Inc. – Luiz Simon – (305) 341-8800 - [lsimon@odebrecht.com](mailto:lsimon@odebrecht.com)
- 4.2. Port Everglades Seaport Engineering Dept. – Gary Bogumill – (954) 468-0149 - [gbogumill@broward.org](mailto:gbogumill@broward.org)
- 4.3. Miami Dade County Seaport Department, Construction Management – Art Tillberg – (305) 347-4891 – [ART1@miamidade.gov](mailto:ART1@miamidade.gov)
- 4.4. Construction Engineering Consultants – Mike Bone, PE – (954) 922-6917 - [mbone@ceconstruct.com](mailto:mbone@ceconstruct.com)
- 4.5. Atkins Global - Bill Pitcher – (786) 412-2201 – [bill.pitcher@atkinsglobal.com](mailto:bill.pitcher@atkinsglobal.com)
- 4.6. State Contracting & Engineering Corp. – Barry Transleau – (954) 923-4747 - [btransleau@statecontracting.com](mailto:btransleau@statecontracting.com)
- 4.7. Florida Erection Service, Inc. – Glen McClendon – (954) 421-0575
- 4.8. Miami Dade County Seaport Department – Juan Bergouignan – (305) 905-3925 – [Juberg@miamidade.gov](mailto:Juberg@miamidade.gov)
- 4.9. AECOM – Michael Lecomte – (786) 218-2147 – [Michael.Lecomte@aecom.com](mailto:Michael.Lecomte@aecom.com)
- 4.10. Dragados, USA – David Lagan – (954) 513-3884 – [dlagan@Dragados-USA.com](mailto:dlagan@Dragados-USA.com)
- 4.11. Kaderabek Company (KACO) – Barry Goldstein – (305) 666-3563 – [barry@kaderabek.com](mailto:barry@kaderabek.com)
- 4.12. Coastal Systems International, Inc. – Tim Blankenship – (305) 661-3655 – [tblankenship@coastalsystemsint.com](mailto:tblankenship@coastalsystemsint.com)

## 5. BONDING INFORMATION

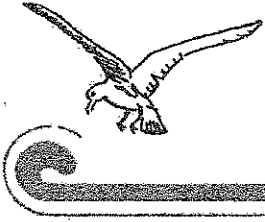
- 5.1. Matson-Charlton Surety Group – 700 South Dixie Highway, Suite 100, Coral Gables, Florida, 33146. John Charlton (305) 662-3852

## 6. BANK REFERENCE

- 6.1. Sabadell United – 3275 NW 87 Ave, Miami, Florida, 33172. Jaime Ortega (305) 499-1889

## 7. CREDIT REFERENCES

- 7.1. Florida Lumber Co. – 2431 N.W. 20th St. Miami, Florida 33142. Isabel, Phone: (305) 635-6412, Fax: 305 6334054, Email: [floridalumber@aol.com](mailto:floridalumber@aol.com)
- 7.2. American Pile Driving Equipment – P.O. Box 88730, Tukwila WA, 98138. Dan Collins, Phone: (253) 872-0141, Fax: (253) 872-8710, Email: [danc@apevibro.com](mailto:danc@apevibro.com)
- 7.3. Continental Florida Materials – 13450 W. Sunrise Blvd, #430, Sunrise, Florida 33325. Ray Piloto, (305) 436-9177, Fax: (305) 994 7394, Email: [Rpiloto@lehighcement.com](mailto:Rpiloto@lehighcement.com)



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- 7.4. Flamingo Oil Company – 205 N.E. 179th St., Miami FL 33162. Sharon, Phone: (305) 652-2944, Fax: 305-770-1813, Email: [info@pinkbird.com](mailto:info@pinkbird.com)
- 7.5. Skyline Steel – 7380 Sand lake Rd, Suite 135 Orlando, FL 32819. Brent Kearney, Phone:(305) 622-6001, Fax: (407) 622 6002, Email: [bkearney@skylinesteel.com](mailto:bkearney@skylinesteel.com).
- 7.6. Ace Marine and Rigging – 600 Arendell Street, Morehead City, N.C. 28557. Andy Pigott, Phone: (252) 723-0287, Fax: (252) 726-7499, Email: [andy@acemarineandrigging.com](mailto:andy@acemarineandrigging.com)
- 7.7. Neff Rental – 6501 NW 77<sup>th</sup> Avenue, Miami, FL 33166. Richard Halleck, Phone: (305) 477-7368, Fax: (305) 593-8160, Email: [rhalleck@neffcorp.com](mailto:rhalleck@neffcorp.com)
- 7.8. Kelly Tractor – 5460 Okeechobee Blvd, West Palm Beach, FL 33417. George McCoach, Phone: (561) 683-1231, Email: [george\\_mccoach@kellytractor.com](mailto:george_mccoach@kellytractor.com)

8. PICTURES OF PILE INSTALLATION WORK (on following pages)

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1st FLOOR  
MIAMI, FL 33130

2012 LOCAL BUSINESS TAX RECEIPT 2013  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2013  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

025285-8

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

025285-8

BUSINESS NAME / LOCATION  
EBSARY FOUNDATION COMPANY  
2154 NW N RIVER DR  
33125 MIAMI

RECEIPT NO.  
CC # E502

OWNER  
EBSARY FOUNDATION COMPANY

WORKER/S  
40

Sec. Type of Business  
196 GENERAL ENGINEERING CONTRACTOR

THIS IS ONLY A LOCAL  
BUSINESS TAX RECEIPT. IT  
DOES NOT PERMIT THE  
HOLDER TO VIOLATE ANY  
EXISTING REGULATORY OR  
ZONING LAWS OF THE  
COUNTY OR CITIES. NOR  
DOES IT EXEMPT THE  
HOLDER FROM ANY OTHER  
PERMIT OR LICENSE  
REQUIRED BY LAW. THIS IS  
NOT A CERTIFICATION OF  
THE HOLDER'S QUALIFICA-  
TIONS.

DO NOT FORWARD

EBSARY FOUNDATION COMPANY  
2154 NW N RIVER DR  
MIAMI FL 33125

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

07/17/2012  
60130000489  
000135.00

125

SEE OTHER SIDE

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1st FLOOR  
MIAMI, FL 33130

2012 LOCAL BUSINESS TAX RECEIPT 2013  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2013  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

435963-4

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

455030-8

BUSINESS NAME / LOCATION  
EBSARY FOUNDATION COMPANY  
2154 NW N RIVER DR  
33125 MIAMI

RECEIPT NO.  
STATE# CGC059721

OWNER  
EBSARY FOUNDATION COMPANY

WORKER/S  
40

Sec. Type of Business  
196 GENERAL BUILDING CONTRACTOR

THIS IS ONLY A LOCAL  
BUSINESS TAX RECEIPT. IT  
DOES NOT PERMIT THE  
HOLDER TO VIOLATE ANY  
EXISTING REGULATORY OR  
ZONING LAWS OF THE  
COUNTY OR CITIES. NOR  
DOES IT EXEMPT THE  
HOLDER FROM ANY OTHER  
PERMIT OR LICENSE  
REQUIRED BY LAW. THIS IS  
NOT A CERTIFICATION OF  
THE HOLDER'S QUALIFICA-  
TIONS.

DO NOT FORWARD

EBSARY FOUNDATION COMPANY  
RICHARD EBSARY PRES  
2154 NW N RIVER DR  
MIAMI FL 33125

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

07/17/2012  
60130000487  
000135.00

124

SEE OTHER SIDE

AC# 6189388

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12070600974

DATE	BATCH NUMBER	LICENSE NBR
07/06/2012	110428496	CGC059721

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

ALFELE, SCOTT A  
EBSARY FOUNDATION COMPANY  
2154 NW NORTH RIVER DRIVE  
MIAMI FL 33125-2297

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW



**CTQB**

Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

**E502**

**EBSARY FOUNDATION COMPANY**

D.B.A.:

*Alfele Scott A*  
**ALFELE SCOTT A**

Is certified under the provisions of Chapter 10 of Miami-Dade County

**VALID FOR CONTRACTING UNTIL 08/30/2017**

# CITY OF KEY WEST, FLORIDA

Revenue Department

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name	EBSARY FOUNDATION COMPANY	CtlNbr:0018756
Location Addr	2154 NW N RIVER DR	
Lic NBR/Class	13-00023076 CONTRACTOR - CERT GENERAL CONTRACTOR	
Issue Date:	July 10, 2012	Expiration Date:September 30, 2013
License Fee	\$309.75	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$309.75	

Comments:

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This document must be prominently displayed.

EBSARY FOUNDATION COMPANY

EBSARY FOUNDATION COMPANY  
2154 NW N RIVER DRIVE

MIAMI FL 33125



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/13/2012

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 8200 N.W. 41st Street Suite 200 Miami, FL 33166	1-305-592-6080	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL: ADDRESS:
INSURED Ebsary Foundation Company Ebsary Construction Services 2154 NW North River Drive Miami, FL 33125		INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY MUT INS CO INSURER B: NATIONAL UNION FIRE INS CO OF PITTS INSURER C: SEABRIGHT INS CO INSURER D: INSURER E: INSURER F:
		NAIC # 23043 19445 15563

## COVERAGES

CERTIFICATE NUMBER: 29059057

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TB1-Z51-021626-671	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS1-Z51-021626-661	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ NIL		7275726	10/01/11	10/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	BB1113883	10/01/11	10/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Bid

The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are included as additional insured with respects to General Liability (LG3234 0907) and Auto Liability (CA2048 0299) if required by written contract. A waiver of subrogation is included under the Workers Compensation (WC000313 0484), General Liability (LG3234 0907) and Auto Liability (AX1210 0205) if required by written contract. The umbrella policy is form following. A 30 day notice of cancellation is included in favor of the certificate holder (LIM9901 0511)

## CERTIFICATE HOLDER

City of Key West  
P O Box 1409  
Key West, FL 33041  
USA

## CANCELLATION

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: AS1-Z51-021626-661  
Effective Date: 10/01/2011  
Expiration Date: 10/01/2012  
Sales Office: 0125

Issued By: Liberty Mutual Insurance Co.

## DESIGNATED INSURED SCHEDULE

Applicable to: CA 20 48 02 99 , MM 99 50 09 98

Name of Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

ANY PERSON OR ORGANIZATION WHERE THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO INCLUDE SUCH PERSON OR ORGANIZATION AS A DESIGNATED INSURED.

PREMIUM: \$1,250 FC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form  
Garage Coverage Form  
Truckers Coverage Form  
Motor Carrier Coverage Form

### SCHEDULE

Premium: \$550 FC

Name of Person or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No: AS1-Z51-021626-661  
Effective Date: 10/01/2011  
Expiration Date: 10/01/2012  
Sales Office: 0125

Issued By: Liberty Mutual Insurance Co.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

## Schedule

WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

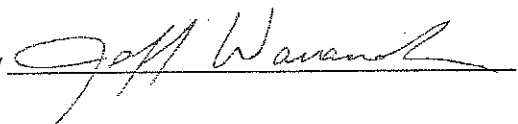
Per Policy Minimum Waiver Premium by State:

\$500: AL, AR, CA, CO, CT, DC, GU, ID, IL, IN, IA, KS, ME, MD, MI, MS, MT, NV, NM, OH, OK, OR, PA, RI, SD, UT, VT, VA, WA, WV  
 \$250: AK, DE, LA, NY  
 \$100: NC, TX  
 \$50: WI  
 N/A: AZ, FL, GA, HI, MA, MN, MO, NE, SC, TN

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/11	Policy No.	BB1113883	Endorsement No.	6
Insured	Ebsary Foundation Co. Inc			Policy Effective Date	10/01/11
Insurance Company	SeaBright Insurance Company				

Countersigned By



WC 00 03 13  
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Contractors  
(with Professional Liability)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 - REASONABLE FORCE
- Item 2. - NON-OWNED WATERCRAFT EXTENSION
- Item 3. - ALIENATED PREMISES
- Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 5. - CONTRACTORS PROFESSIONAL LIABILITY
- Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
- Item 7. - BODILY INJURY TO CO-EMPLOYEES
- Item 8. - HEALTH CARE PROFESSIONALS AS INSURED
- Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES
- Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
- Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION
- Item 13. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS
- Item 14. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
- Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT
- Item 16. - KNOWLEDGE OF OCCURRENCE
- Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS
- Item 18. - BODILY INJURY REDEFINITION
- Item 19. - MOBILE EQUIPMENT REDEFINITION
- Item 20. - SUPPLEMENTARY PAYMENTS
- Item 21. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

- a. Expected or Intended Injury  
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 55 feet long; and
  - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1. Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

#### Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
  - (a) borrowed equipment, or
  - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

#### 2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III - Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:

\$10,000 Each Occurrence Limit  
\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

#### Item 5. - CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

#### Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

##### A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I - Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

##### B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III - Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

**Item 7. - BODILY INJURY TO CO-EMPLOYEES**

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is An Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is An Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**Item 8. - HEALTH CARE PROFESSIONALS AS INSURED**

Paragraph 2.a. (1) (d) of Section II - Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

**Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
  - a. Coverage under this provision is afforded only until
    - i. the 180th day after you acquire or form the organization; or
    - ii. separate coverage is purchased for the organization; or
    - iii. the end of the policy period,
 whichever is earlier.
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

**Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**

A. Section II - Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

#### B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

#### C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

#### D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

### Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written



agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

#### B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

#### C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

#### D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

### Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

#### **B. Waiver Of Subrogation**

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

#### **C. Exclusions**

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

#### **D. Other Insurance**

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

### **Item 13. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS**

A. Section II - Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

### **Item 14. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**

Section II - Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

**Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT**

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

**B. Waiver of Subrogation**

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

**C. Other Insurance**

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

**Item 16. - KNOWLEDGE OF OCCURRENCE**

Subparagraph 2.a., b. and c. of Condition 2, Section IV - Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

**Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS**

Paragraph 6. of Section IV - Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Item 18. - BODILY INJURY REDEFINITION**

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

**Item 19. - MOBILE EQUIPMENT REDEFINITION**

Paragraph 12. f.(1) (a), (b) and (c) of Section V - Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

**Item 20. - SUPPLEMENTARY PAYMENTS**

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

**Item 21. - LIBERALIZATION**

Section IV - Commercial General Liability Conditions is amended to add the following:

**10. Liberalization**

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TBI-Z51-021626-671

Audit Basis

Issued To

*Dexter R. Lapp*      *David M. Gray*  
 SECRETARY                      PRESIDENT

Countersigned by

Authorized Representative

Issue

Sales Office and No.

End. Serial No. 9

**BID DOCUMENTS**  
**FOR**  
**Replacement of Tarpon Pier**

CONSISTING OF:

Contract Documents  
Supplementary Conditions  
Additional Supplementary Conditions  
Plans and Specifications  
Geotechnical Report

ITB PROJECT #: 12-030

PREPARED BY:

THE CITY OF KEY WEST  
KEY WEST, FLORIDA

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## INVITATION TO BID

Sealed bids for the City of Key West Replacement of Tarpon Pier, addressed to the City of Key West, will be received at the Office of the City Clerk, City of Key West, 3140 Flagler Ave., Key West Florida, 33040 until **3 p.m. , local time, 19 September** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, one (1) copy and two (2) CD-ROMS or USB Drives with one single PDF file of the entire bid package on each CD-ROM.** Bid package is to be enclosed in a sealed envelope, clearly marked on the outside **"ITB 12-030: REPLACEMENT OF TARPON PIER"** addressed and delivered to the City Clerk at the address noted above.

The project proposes to demolish the existing wood and concrete Tarpon Pier and replace it with a new floating pier system. Project also includes installation of electrical, potable water, sewer and telephone systems.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

An Optional Site Visit will be held at **10 a.m. on 5 September** at Tarpon Pier

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West within 10 days following the Notice of Award:

- A. City of Key West Business Tax License Receipt.

B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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

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

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact the designated Engineer by the General Services and Utilities Department of the City of Key West.

Birchard Ohlinger, P.E.  
[bohlinger@keywestcity.com](mailto:bohlinger@keywestcity.com)  
305-809-3747

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

Dated this \_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY OF KEY WEST

By \_\_\_\_\_  
Bogdan Vitas, City Manager

\*\*\*\*\*



STATEMENT OF NO BID #

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY

CITY OF KEY WEST  
FINANCE DEPARTMENT  
P.O. BOX 1409  
KEY WEST, FLORIDA 33040  
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- Insufficient time to respond to Invitation to Bid
  - Do not offer this product
  - Our schedule will not permit us to perform
  - Unable to meet specifications
  - Specifications unclear (please explain below)
  - Remove us from your "Bidder Mailing List"
  - Other (Please specify below)
- 
- 
- 

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY  
NAME: \_\_\_\_\_

AUTHORIZED  
AGENT: \_\_\_\_\_

COMPANY  
ADDRESS: \_\_\_\_\_

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

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

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

#### B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 6 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bid, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

#### C. DRAWINGS

Details of construction are bound separately.

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

### 3. QUALIFICATION OF CONTRACTORS

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

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

4. BIDDER'S UNDERSTANDING

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

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

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

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

5. TYPE OF PROPOSAL

A. LUMP SUM

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

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

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Bid form must be filled in for all schedules and associated parts, as required, preferably in BLACK ink. All price information shall be clearly shown in figures where required. No changes shall be made in the phraseology of the forms. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. DESCRIPTION OF SUPPLIERS

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

C. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

D. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in marine construction similar to this project.

Such experience record shall provide at least five current or recent projects of similar work, preferably within Florida or the southeastern United States. For each project the following information shall be provided:

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

E. ATTACHMENTS

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

1. Anti Kickback Affidavit.
2. Public Entity Crimes.
3. Key West Indemnification Form.
4. Domestic Partner Affidavit.

H. ANTI-KICKBACK AFFIDAVIT

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

G. PUBLIC ENTITY CRIMES

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

H. KEY WEST INDEMNIFICATION FORM

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

I. DOMESTIC PARTNER AFFIDAVIT

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. LOCAL PREFERENCE

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

9. SUBMISSION OF PROPOSALS

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

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

10. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

11. BID SECURITY

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of 5 percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

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

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

12. RETURN OF BID SECURITY

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

13. AWARD OF CONTRACT

The award will be made under one Contract by the Owner on the basis of the Base Bid Plus Alternate Bid Item 1 (Finger Piers) from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus either of the alternates or elect to award the Base Bid only.

Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

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

14. EXECUTION OF CONTRACT

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

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

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



cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent in state which work is being performed) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

17. PERFORMANCE OF WORK BY CONTRACTOR

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

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

18. TIME OF COMPLETION

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

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

**END OF SECTION**

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

**BID FORM**

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: Replacement of Tarpon Pier

City of Key West Project No.: ITB 12-030

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

**CONTRACT EXECUTION AND BONDS**

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

## CERTIFICATES OF INSURANCE

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

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

## LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$200 per day for each day that expires after the time specified for Final completion.

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

## ADDENDA

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

## SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

## PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not

transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

#### COMBINED UNIT PRICE AND LUMP SUM WORK

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

#### PERMITS:

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

	Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>					
	Mobilization/staging and Demobilization	1	LS		
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea		
	Reassemble Kingfish Finger piers at end of project	10	ea		
	Demolition of Existing wood and concrete Tarpon Pier	1	LS		
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf		
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf		
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf		
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea		
	Piles 11-14 (24" dia)	4	ea		
	Pile Collars	14	ea		
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea		
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS		
	Electrical System per HSA Plans and Specifications	1	LS		
	Potable Water System per HSA Plans and Specifications	1	LS		
	Sewer System per HSA Plans and Specifications	1	LS		
	Fire System per HSA Plans and Specifications	1	LS		
	As-builts/Product information and Warranty Certificate Binder	1	LS		
				<b>Total Base Bid</b>	
<b>Alternate Bid Item (Finger Piers) 1</b>					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf		
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea		
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea		
	Piles 11-35 (18" dia)	25	ea		
	Pile Collars (additional)	21	ea		
	Furnish and install accessories (Cleats: Finger piers)	120	ea		
	<b>Sub Total Alternate Bid Item 1 (Finger Piers)</b>				
	<b>Total Base Bid plus Alternate Bid Item 1</b>				
<b>Alternate Bid Item (Composite Decking)2</b>					
	Furnish Composite Decking (Main Pier)	4,350	sf		
	Furnish Composite Decking (Finger Piers)	2,000	sf		
	<b>Sub Total Alternate Bid Item 2): Indicaate as an Additive or deductive:</b>				
	<b>Total Base Bid plus Alternate Bid Items 1 and 2</b>				



**Surety**

\_\_\_\_\_ whose address is

\_\_\_\_\_  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is \_\_\_\_\_

\_\_\_\_\_ doing business at

\_\_\_\_\_  
Street City State Zip

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

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

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

**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 \_\_\_ day of  
20.

(SEAL)

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

**END OF SECTION**

**FLORIDA BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

hereinafter called the Contractor (Principal), and \_\_\_\_\_

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

(Obligee), in the sum of: \_\_\_\_\_

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

**THE CONDITION OF THIS BOND IS SUCH THAT:**

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for ITB 12-030 Replacement of Tarpon Pier.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

\_\_\_\_\_

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-In-Fact

**END OF SECTION**



**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #1**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**29 August**

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

- The scope of work under this contract shall include the works identified on Attachment 1 Finger Pier tri-frame Bracing Replacement: Kingfish and Wahoo Piers
- Work shall be completed prior to commencement of demolition works on Tarpon Pier.
- A Revised Bid Sheet is a part of this Addendum
- The Bid due date remains unchanged as a result of this addendum
- Paragraph 13 of the INSTRUCTIONS TO BIDDERS is replaced with the following:

13. **AWARD OF CONTRACT**

The award will be made under one Contract by the Owner on the basis of the Base Bid Plus Alternate Bid Item 1 and Alternate Bid Item 2 from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus any of the alternates or elect to award the Base Bid only.

Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

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

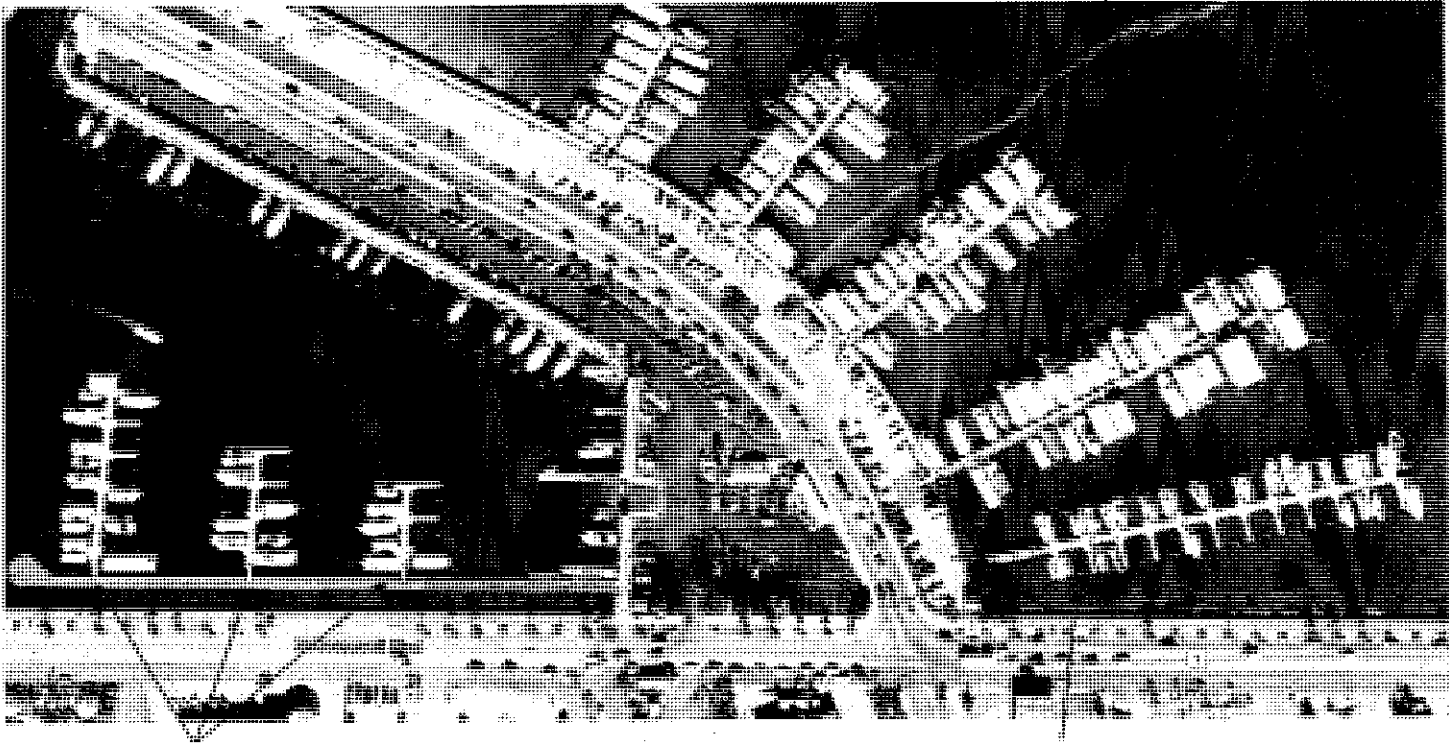
All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business

Attachment 1  
Finger Pier Bracing Replacement Wahoo and Kingfish Piers

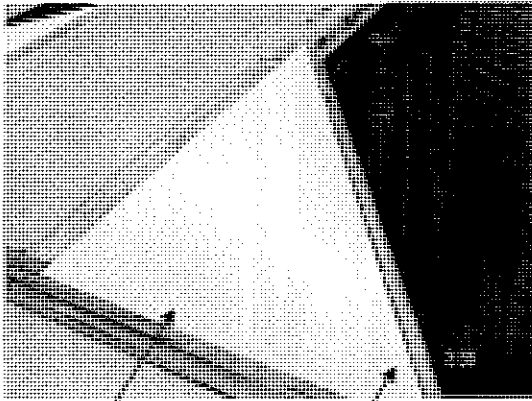
Tarpon Pier



Wahoo Pier:46 Units

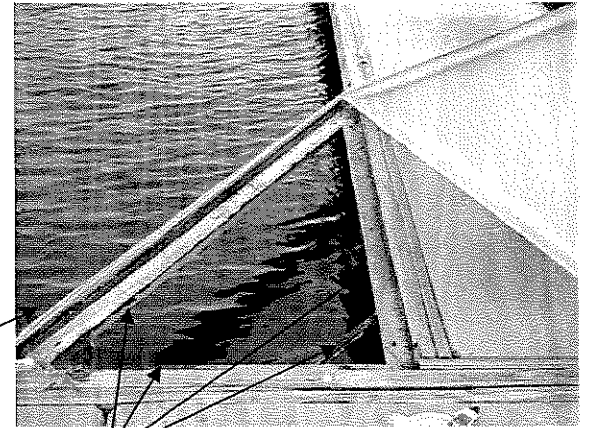
Kingfish Pier: 46 Units

1. Work is to replace the “finger pier” tri frame bracing (4’x6’) at each finger pier. Finger pier bracing shall be of the same material and construction as existing. (HDG:Hot Dipped Galvanized Frame Assembly)
2. Also included in this is the replacement of all 8-0 ½” and 4’-3” thru rods (HDG) and hardware and the wailers locating along the facing. Thru rods shall be of the same material and construction as existing. The fiberglass walking surface shall be removed and reused
3. Work shall be done prior to the demolition(and houseboat relocation) from Tarpon Pier. Work shall be coordinated with the City’s Harbor Master.

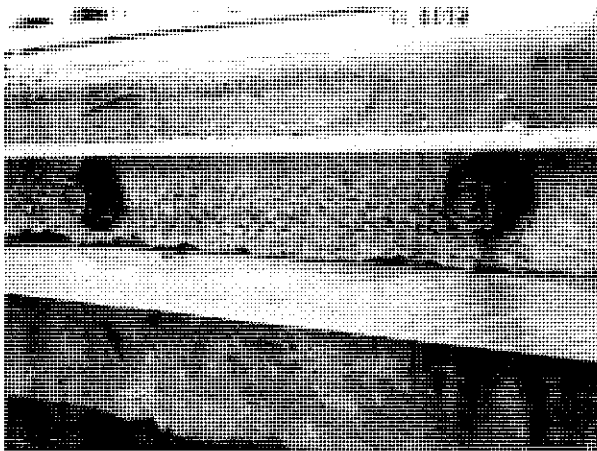


Walking surface  
(Reuse)

Wailer to be replaced



Bracing tri-frame to be replaced (4x  
6' with 4' and 8' thru  
bolts/hardware)



Thru Bolts and hardware (typical for 4' and 8' lengths)

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

**BID FORM (REVISED PER ADDENDUM 1)**

To: The City of Key West  
Address: 3140 Flagler Ave, Key West, Florida 33040  
Project Title: Replacement of Tarpon Pier

City of Key West Project No.: ITB 12-030

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

**CONTRACT EXECUTION AND BONDS**

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



### CERTIFICATES OF INSURANCE

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

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$200 per day for each day that expires after the time specified for Final completion.

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

### ADDENDA

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

### SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

### PUBLIC ENTITY CRIMES

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

### COMBINED UNIT PRICE AND LUMP SUM WORK

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

### PERMITS:

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

	Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>					
	Mobilization/staging and Demobilization	1	LS		
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea		
	Reassemble Kingfish Finger piers at end of project	10	ea		
	Demolition of Existing wood and concrete Tarpon Pier	1	LS		
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf		
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf		
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf		
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea		
	Piles 11-14 (24" dia)	4	ea		
	Pile Collars	14	ea		
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea		
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS		
	Electrical System per HSA Plans and Specifications	1	LS		
	Potable Water System per HSA Plans and Specifications	1	LS		
	Sewer System per HSA Plans and Specifications	1	LS		
	Fire System per HSA Plans and Specifications	1	LS		
	As-builts/Product information and Warranty Certificate Binder	1	LS		
				<b>Total Base Bid</b>	
<b>Alternate Bid Item 1 (Finger Piers)</b>					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf		
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea		
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea		
	Piles 11-35 (18" dia)	25	ea		
	Pile Collars (additional)	21	ea		
	Furnish and install accessories (Cleats: Finger piers)	120	ea		
				<b>Sub Total Alternate Bid Item 1 (Finger Piers)</b>	
<b>Alternate Bid Item 2 (Work under Addendum 1)</b>					
	Addendum 1 Replacemnet of Bracing Wahoo and Kingfish Piers	92	ea		
				<b>Total Base Bid plus Alternate Bid Item 1 and 2</b>	
<b>Alternate Bid Item 3 (Composite Decking)</b>					
	Furnish Composite Decking (Main Pier)	4,350	sf		
	Furnish Composite Decking (Finger Piers)	2,000	sf		
				<b>Sub Total Alternate Bid Item 3): Indicaate as an Additive or deductive:</b>	
				<b>Total Base Bid plus Alternate Bid Items 1, 2 and 3</b>	

TOTAL LUMP SUM BID (**BASE BID PLUS ALTERNATE BID ITEM 1 AND 2**)

\_\_\_\_\_ Dollars

(Amount written in words has precedence)

and \_\_\_\_\_ Cents

TOTAL :

LUMP SUM BID: (**BASE PLUS ALTERNATE BID ITEM 1 AND 2**)

\$ \_\_\_\_\_

(numerals)

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:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Surety**

\_\_\_\_\_ whose address is

\_\_\_\_\_  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is \_\_\_\_\_

\_\_\_\_\_ doing business at

\_\_\_\_\_  
Street City State Zip

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

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

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

**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 \_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

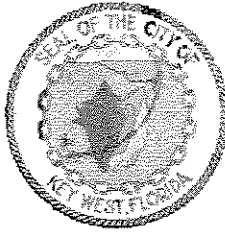
By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

**END OF SECTION**



2012 SEP -6 AM 8: 1

KEY WEST, FLORIDA

**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #2**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**6 September 2012**

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

- Optional Site Visit: See attached list of attendees
- Engineers Estimate: \$1.5 million dollars
- The bid due date is NOT changed as a result of this Addendum
- ACOE/NOAA Permits: See attached permits. Contractor is required to comply with the Conditions of these permits and assist the City with the necessary documentation to close out these permits.
- Building Permits and Coral Relocation: Contractors are directed to item 17 of the General Conditions for information on these items.
- Insurance: In addition to the insurance requirements of the bid documents. Contractors shall also provide insurance which meets the following

The CONTRACTOR and his subcontractors will provide Workman's Compensation Insurance, U.S. Longshoremen and Harbor Workers Act, Jones Act, and Public Liability and Property Damage Insurance that must be approved prior to Commencement. The insurance amounts are as follows:

- A. Public Liability Insurance in an amount not less than \$1,000,000 for any one person and not less than \$1,000,000 for any one accident.
- B. Property Damage Insurance in an amount not less than \$200,000.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business







DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
MIAMI REGULATORY OFFICE  
9900 SOUTHWEST 107<sup>TH</sup> AVENUE, SUITE 203  
MIAMI, FLORIDA 33176

REPLY TO  
ATTENTION OF

August 29, 2012

Regulatory Division  
South Permits Branch  
Miami Section  
SAJ-1999-05418 (IP-IMT)

City of Key West  
P.O. Box 6434  
Key West, FL 33041-6434

Dear Applicant:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your Department of the Army (DA) permit application, number SAJ-1999-05418. Our regulations require that you have an opportunity to review the terms and conditions prior to final signature by the DA. Enclosed is an unsigned DA permit instrument (permit).

Please read carefully the Special Conditions beginning on page 2 of the permit. These were developed to apply specifically to your project. Water Quality Certification is also required prior to issuance of a permit. The Corps has received a copy of the State of Florida certification for your project. In accordance with General Condition 5 of the permit, any special conditions of the Water Quality Certification have been attached to the DA permit.

**Instructions for Objecting to Permit Terms and Conditions:** This letter contains an initial proffered permit for your proposed project. If you object to certain terms and conditions contained within the permit, you may request that the permit be modified. Enclosed you will find a Notification of Administrative Appeal Options and Process fact sheet and Request for Appeal (RFA) form. If you choose to object to certain terms and conditions of the permit, you must follow the directions provided in Section 1, Part A and submit the completed RFA form to the letterhead address.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria under 33 CFR Part 331.5, and that it has been received by the District office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the letterhead address by October 28, 2012.

**Instructions for Accepting Terms and Conditions and Finalizing Your Permit:** It is not necessary to submit an RFA form to the District office, if you do not object to the decision in this letter. In this case, the permit must be signed by the applicant in the space provided on the signature page of the permit. In the case of corporations, acceptance must be by an officer of that

signature page of the permit. In the case of corporations, acceptance must be by an officer of that corporation authorized to sign on behalf of the corporation. The party responsible for assuring the work is done in accordance with the permit terms and conditions must sign the permit. Please type or print the name and title of the person signing below the signature and the date signed.

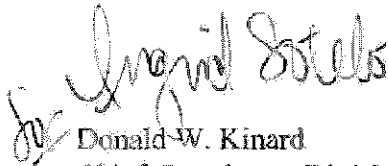
**SIGN AND RETURN THE PERMIT, IN ITS ENTIRETY, TO THE LETTERHEAD ADDRESS, ALONG WITH A CHECK OR MONEY ORDER FOR \$100 MADE PAYABLE TO THE FINANCE AND ACCOUNTING OFFICER, JACKSONVILLE DISTRICT.**

The permit will be signed by the District Engineer and returned to you. It is important to note that the permit is not valid until the District Engineer signs it.

The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit <http://per2.nwp.usace.army.mil/survey.html> and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Please be aware this web address is case sensitive and should be entered as it appears above.

If you have any questions concerning this application, you may contact Isla Turner in writing at the letterhead address, by electronic mail at [Isla.M.Turner@usace.army.mil](mailto:Isla.M.Turner@usace.army.mil), or by telephone at 305-779-6052.

Sincerely,



Donald W. Kinard  
Chief, Regulatory Division

Enclosures

Copies Furnished:

[Hans@hanswilson.com](mailto:Hans@hanswilson.com)

[Johanna@hanswilson.com](mailto:Johanna@hanswilson.com)

[Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov)

[Celia.Hitchins@dep.state.fl.us](mailto:Celia.Hitchins@dep.state.fl.us)

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

Applicant: <b>City of Key West/Tarpon Pier replacement</b>		File Number: <b>SAJ-1999-05418</b>	Date: <b>AUG 29 2012</b>
Attached is:		See Section below	
<input checked="" type="checkbox"/>	<b>INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)</b>	A	
	<b>PROFFERED PERMIT (Standard Permit or Letter of permission)</b>	B	
	<b>PERMIT DENIAL</b>	C	
	<b>APPROVED JURISDICTIONAL DETERMINATION</b>	D	
<input checked="" type="checkbox"/>	<b>PRELIMINARY JURISDICTIONAL DETERMINATION</b>	E	

**SECTION I:** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at [http://www.usace.army.mil/CECW/Pages/reg\\_materials.aspx](http://www.usace.army.mil/CECW/Pages/reg_materials.aspx) or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

**Project Manager as noted in letter**

If you only have questions regarding the appeal process you may also contact:

**for process:  
Stuart Santos 904-232-2018**

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** City of Key West  
P.O. Box 6434  
Key West, FL 33041-6434

August 29, 2012

**Permit No:** SAJ-1999-05418 (IP-IMT)

**Issuing Office: U.S. Army Engineer District, Jacksonville**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** The Permittee is authorized to remove a pile-supported concrete docking structure and replace with a 12' by 40' and 10' by 359' floating concrete access pier; to install twenty-two (22) 4' by 35' finger piers and 33 new anchor pilings; and to temporarily deploy turbidity curtains for the duration of all in-water activities, in/over waters of the United States.

The work described above is to be completed in accordance with the eight (8) pages of drawings date stamped by the Corps on March 30, 2012, and nine (9) attachments affixed at the end of this permit instrument.

**Project Location:** The project is located within Garrison Bight along an existing residential pier, locally known as Tarpon Pier, at 1801 North Roosevelt Boulevard; in Section 32, Township 67 south, Range 25 east; Key West, Monroe County, Florida (RE# 00072070-000000).

**Directions to site:** Take U.S. 1 Overseas Highway South to Key West. Turn right onto North Roosevelt Boulevard and follow approximately 2.3 miles. Turn right onto Palm Avenue Causeway and turn at the first right to arrive at the project location.

**Latitude & Longitude:** Latitude: 24.560498° North  
Longitude: 81.783384° West

PERMIT NUMBER: SAJ-1999-05418 (IP-IMT)  
PERMITTEE: City of Key West  
PAGE 2 of 9

### **Permit Conditions**

#### **General Conditions:**

1. The time limit for completing the work authorized ends on \_\_\_\_\_.  
If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

#### **Special Conditions:**

1. **Reporting Address:** All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 9900 SW 107 Avenue, Suite 203, Miami, FL 33176. The Permittee shall reference this permit number, SAJ-1999-05418 (IP-IMT), on all submittals.

PERMIT NUMBER: SAJ-1999-05418 (IP-IMT)

PERMITTEE: City of Key West

PAGE 3 of 9

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **Florida Keys National Marine Sanctuary (FKNMS):** This Corps permit does not authorize you to damage, diminish, degrade, impair, destroy, or otherwise harm any FKNMS trust resource. In order to legally conduct your work, you are provided with a copy of your certificate from the Sanctuary (Attachment #3). You must comply with the provisions of this document. The FKNMS correspondence contains mandatory terms and conditions. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with the FKNMS requirements, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions would constitute non-compliance with your Corps permit. The FKNMS is the appropriate authority to determine compliance with the terms and conditions of its requirements and with the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C. 1432). The FKNMS will enforce its conditions.

4. **Division of Historical Resources:** If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee, or other designee, should contact the Seminole Tribe of Florida Tribal Historic Preservation Office (See Attachment #4) and the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from all parties.

5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. **Permit On-Site:** The Permittee shall ensure that all contractors, sub-contractors, and entities associated with the implementation of the project review, understand, and comply with the approved plans and special conditions made part of this permit. The Permittee shall inform all parties associated with the activity of the construction area boundaries, and the location of

PERMIT NUMBER: SAJ-1999-05418 (IP-IMT)  
PERMITTEE: City of Key West  
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seagrass, corals, and adjacent mangrove vegetation to be avoided. Complete copies of the permit and approved plans shall be available at the construction site at all times. Failure to comply with the approved plans and permit special conditions may subject the Permittee to enforcement action.

**7. Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work - 2011" (Attachment #5).

**8. Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006 (Attachment #6).

**9. Turbidity Curtains:** Prior to the initiation of any of the work authorized by this permit the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized.

**10. As-Builts:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-built drawings of the authorized work and a completed As-Built Certification Form (Attachment #7) to the Corps. The drawings shall be signed and sealed by a registered professional engineer and include the following:

- a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawing should show all "earth disturbance," including wetland impacts, water management structures, and any on-site mitigation areas.
- b. List any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers.
- c. The Department of the Army Permit number.
- d. Include pre- and post-construction aerial photographs of the project site, if available.



PERMIT NUMBER: SAJ-1999-05418 (IP-IMT)  
PERMITTEE: City of Key West  
PAGE 5 of 9

11. **Notice of Permit:** The Permittee shall complete and record the Notice of DA Permit (Attachment #8) with the Clerk of the Circuit Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. Within 90 days from the effective date of this permit the Permittee shall provide a copy of the recorded Notice of Permit to the Corps clearly showing a stamp from the appropriate official indicating the book and page at which the Notice of Permit is recorded and the date of recording.

12. **Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Miami Regulatory Office.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 10 of the Rivers and Harbors Act of 1899  
(33 U.S.C. 403).

Section 404 of the Clean Water Act (33 U.S.C. 1344).

Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

PERMIT NUMBER: SAJ-1999-05418 (IP-IMT)  
PERMITTEE: City of Key West  
PAGE 6 of 9

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition I establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-1999-05418 (IP-IMT)  
PERMITTEE: City of Key West  
PAGE 7 of 9

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

\_\_\_\_\_  
(PERMITTEE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

\_\_\_\_\_  
(DISTRICT ENGINEER)

\_\_\_\_\_  
(DATE)

Alan M. Dodd  
Colonel, U.S. Army  
District Commander

PERMIT NUMBER: SAJ-1999-05418 (IP-IMT)  
PERMITTEE: City of Key West  
PAGE 8 of 9

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(SIGNATURE)                      (DATE)                      \_\_\_\_\_ (TRANSFEREE-

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-1999-05418 (IP-IMT)  
PERMITTEE: City of Key West  
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*Attachments to Department of the Army  
Permit Number SAJ-1999-05418*

1. PERMIT DRAWINGS: 8 pages, dated March 30, 2012
  
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. 6 pages.
  
3. AUTHORIZATION #FKNMS-2012-103
  
4. SEMINOLE TRIBE OF FLORIDA, TRIBAL HISTORIC PRESERVATION OFFICE:  
Comment letter THPO# 009748 dated April 13, 2012.
  
5. MANATEE CONDITIONS
  
6. SEA TURTLE AND SMALLTOOTH SAWFISH CONDITIONS
  
7. AS-BUILT CERTIFICATION FORM
  
8. NOTICE OF PERMIT
  
9. SECTION 10 JURISDICTIONAL DETERMINATION FORM

SECTION: 32  
 TOWNSHIP: 67 S.  
 RANGE: 25 E.  
 LATITUDE: 24° 33' 36"  
 LONGITUDE: 81° 47' 01"

0' 1500' 3000'  
 SCALE FEET




1/8  
 1999-05418  
 I.M.T.

**U.S.G.S. Quadrangle Map**

SCALE: 1" = 3,000 FT

*Hans J.M. Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 36660  
 DATE: February 04, 2012 3:45:24 p.m.  
 Drawing: KEYWESTMASTER.DWG

PERMIT USE ONLY, NOT FOR CONSTRUCTION

 <b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET
	JJB		1/8

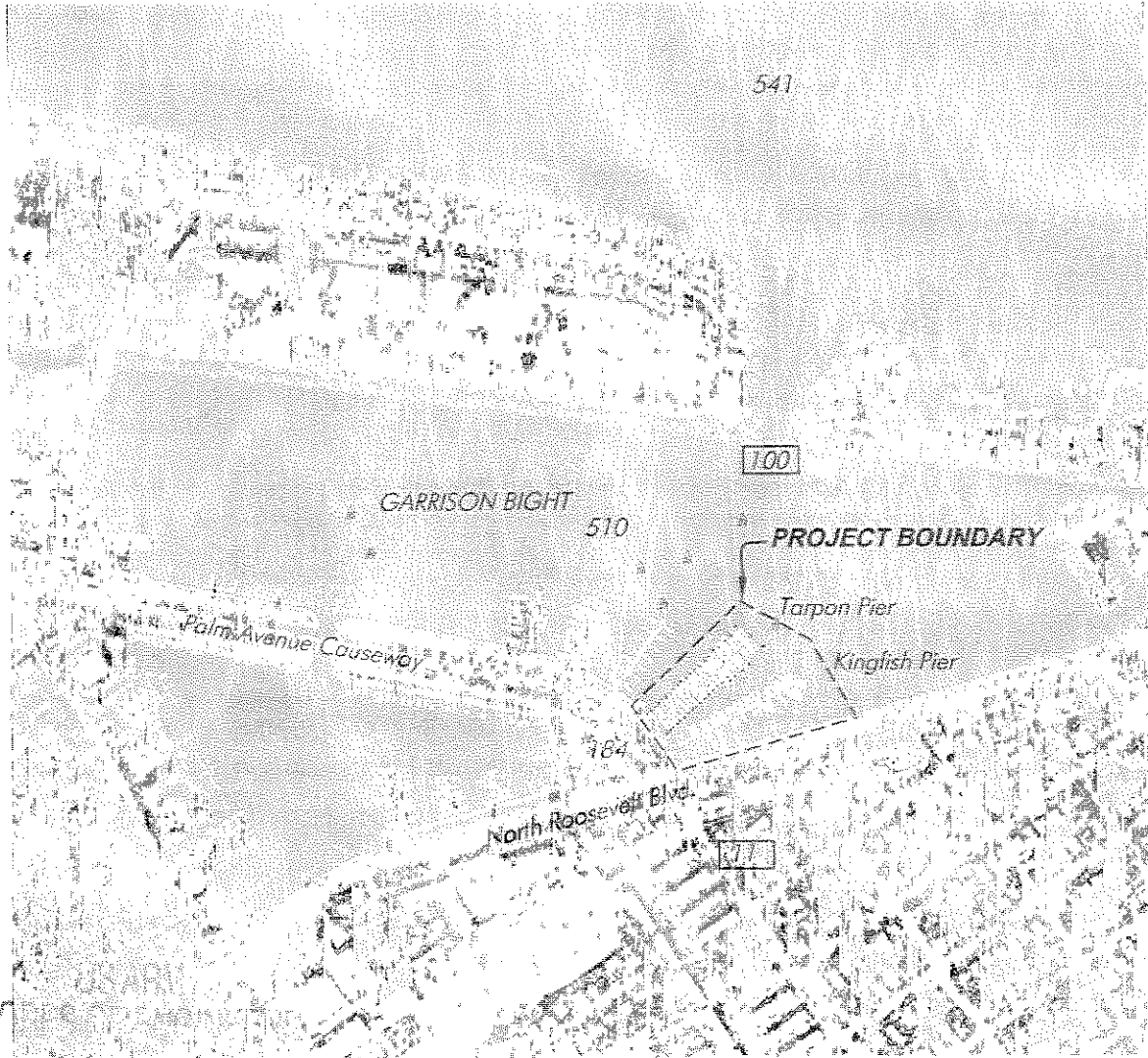
SECTION: 32  
 TOWNSHIP: 67 S.  
 RANGE: 25 E.  
 LATITUDE: 24° 33' 36"  
 LONGITUDE: 81° 47' 01"

FLUCFCS Codes  
 184 - Marinas  
 510 - Streams and Waterways  
 541 - Embayments

0' 300' 600'  
 SCALE FEET

Soil Codes  
 11 - Urban Land  
 100 - Waters of the Atlantic Ocean

**2009 Monroe County Aerial**



**Overall Aerial Plan**

SCALE: 1" = 600'

2/8  
 1999-05418  
 TAT

*Hans Wilson*

**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39682  
 DATE: February 04, 2012 3:45:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

**PERMIT USE ONLY, NOT FOR CONSTRUCTION**



**HANS WILSON & ASSOC., INC.**  
 1938 Hill Ave. Ft. Myers, Florida 33901  
 Tel: 239-334-6870 Fax: 239-334-7810  
 MARINE and ENVIRONMENTAL CONSULTANTS

2-4-12

hjmw

City of Key West

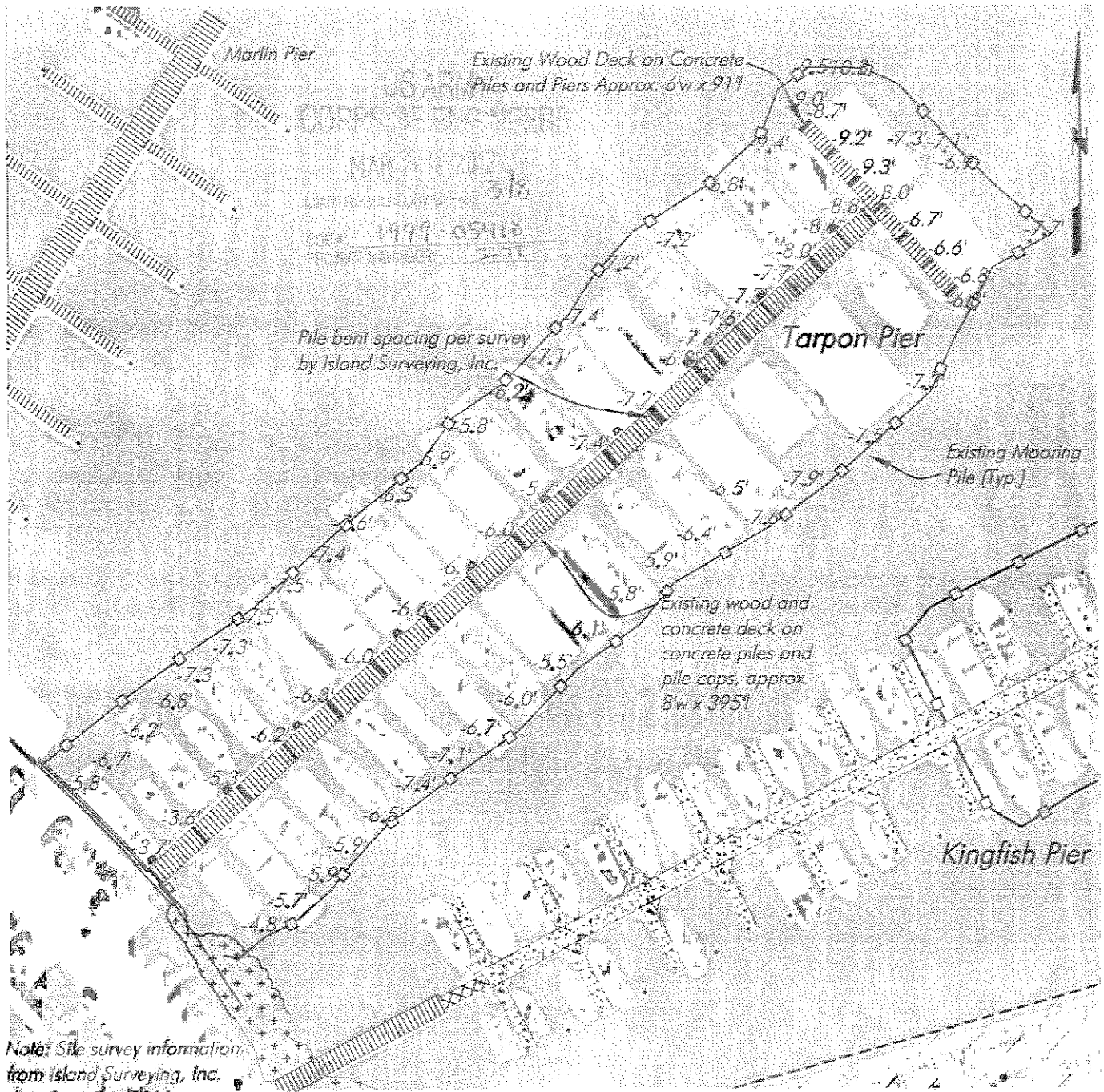
SHEET

2/8

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.

0      30      60  
 SCALE FEET

**2009 Monroe County Aerial**



Note: Site survey information from Island Surveying, Inc. date Sept, 26, 2011.


**Existing Site Plan**

SCALE: 1" = 60'

Note: Bathymetric Survey completed by Hans Wilson & Assoc. Inc. September 28, 2011. All depths reference Mean Low Water per DEP Tide Station 872-4542. Mean High Water el. -0.23' NAVD 88; Mean Low Water @ -1.24' NAVD 88.

*Hans Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 04, 2012 3:45:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

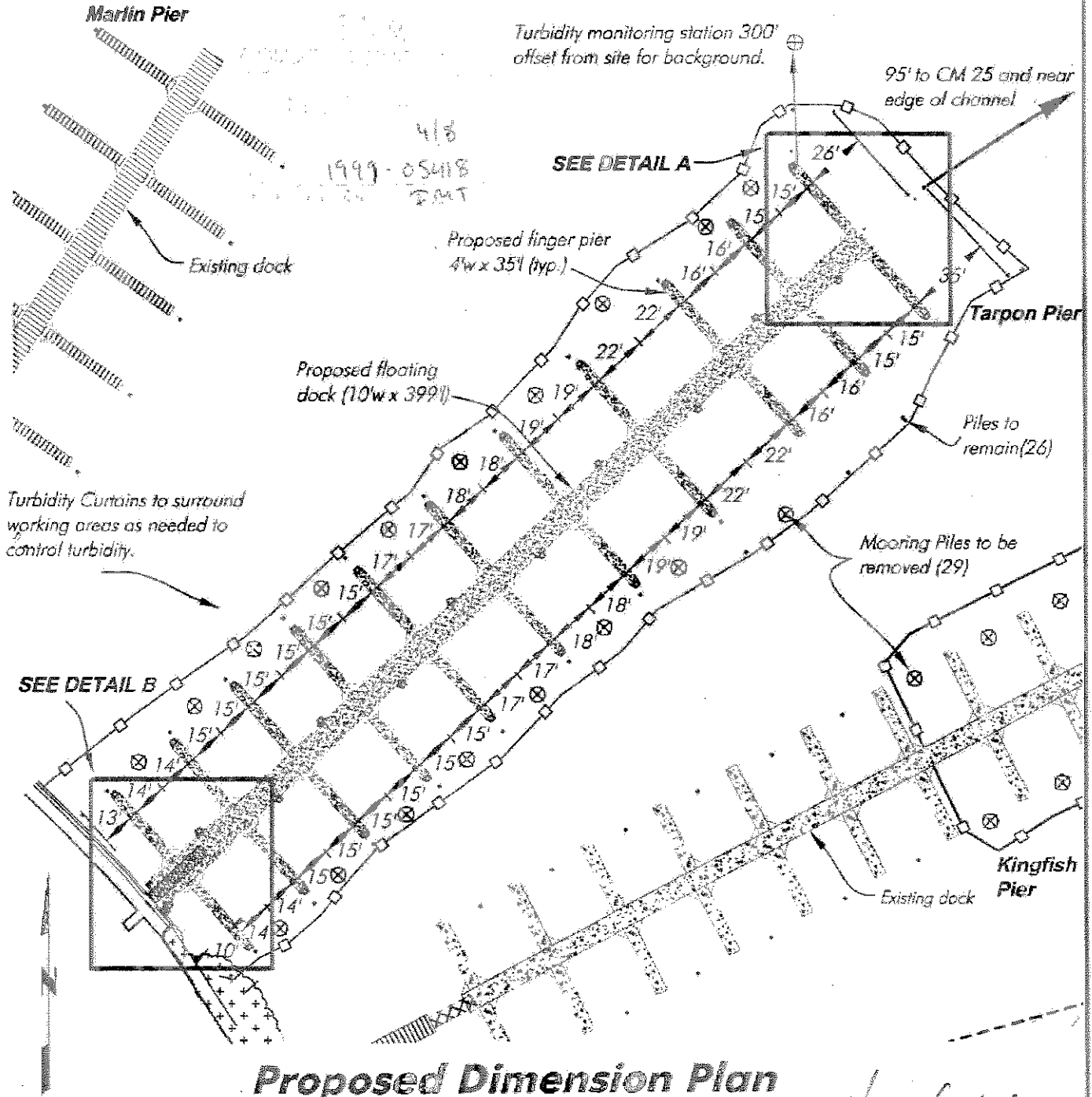
**PERMIT USE ONLY, NOT FOR CONSTRUCTION**

 <b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET 3/8
	JJB		



SECTION: 32  
 TOWNSHIP: 67 S.  
 RANGE: 25 E.

Note: Values shown in slips are clear space between  
 finger piers, equally divided to create the slip width.



**Proposed Dimension Plan**

SCALE: 1" = 60'

Note: Site Survey information from Island  
 Surveying Inc., dated 9/26/11

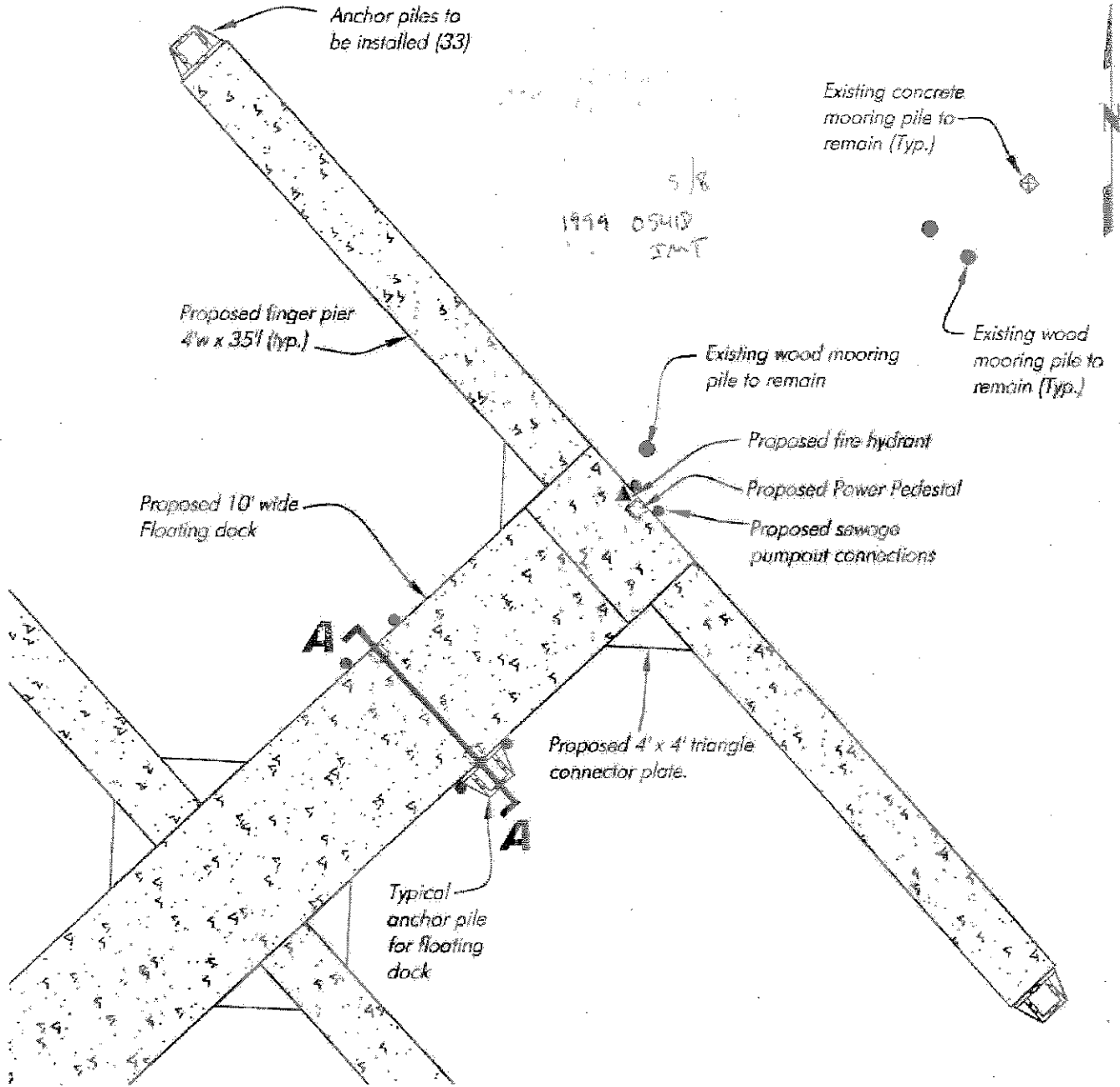
*Hans Wilson*  
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	JJB		4/8

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.

0'      5'      10'  
 SCALE FEET




**Detail A - Proposed Dock**  
 SCALE: 1" = 10'

Note: Site Survey information from Island Surveying Inc., dated 9/26/11

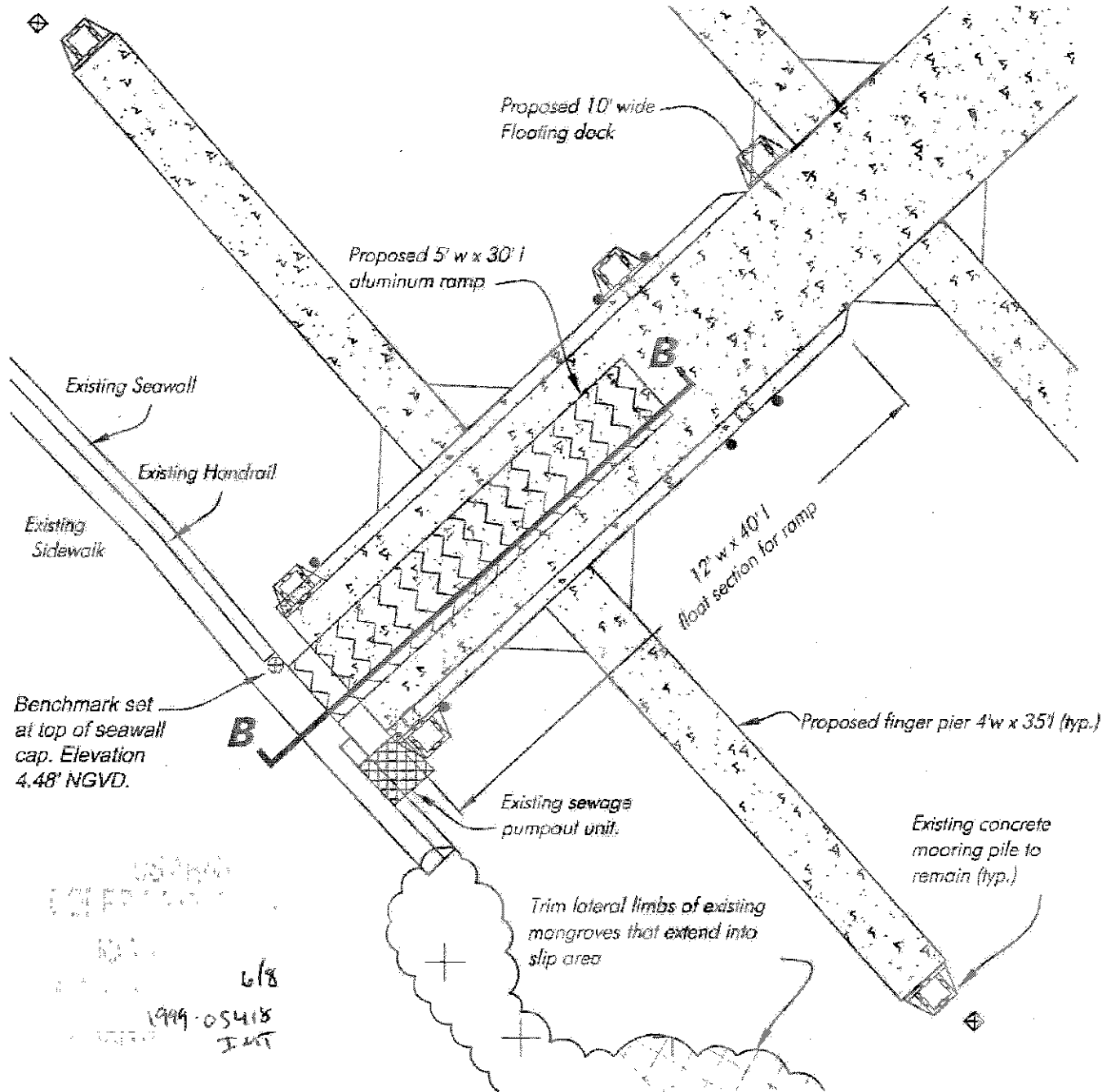
*Hans Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 35880  
 DATE: February 04, 2012 3:46:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

**PERMIT USE ONLY, NOT FOR CONSTRUCTION**

 <b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET
	JJB		5/8

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.

0'      5'      10'  
 SCALE FEET



6/8  
 1999-05418  
 JMT


**Detail B - Proposed Dock**

SCALE: 1" = 10'

*Hans Wilson*  
**HANS J.M. WILSON**

REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 04, 2012 3:46:35 p.m.  
 Drawing: KEYWESTMASTER.DWG

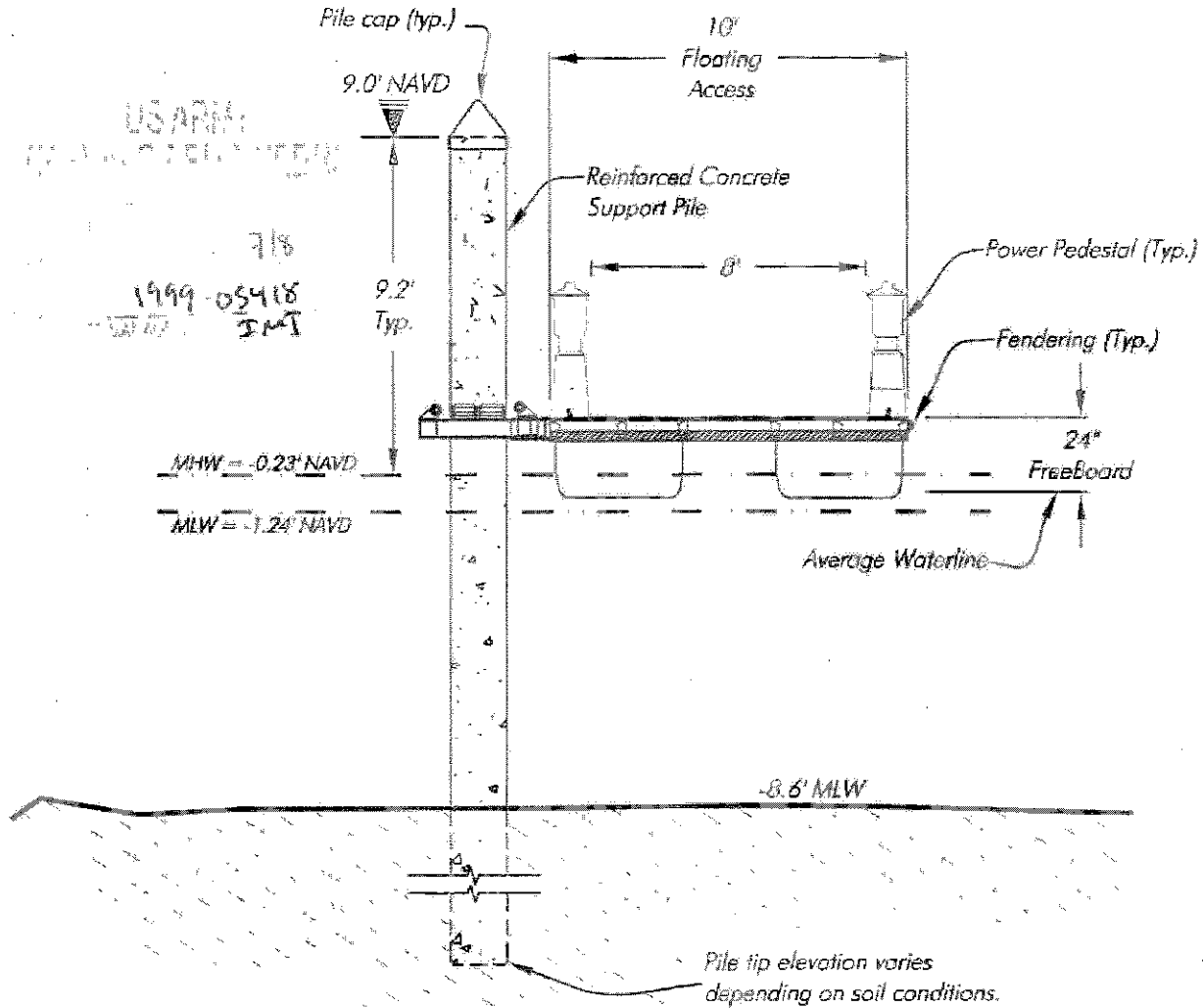
**PERMIT USE ONLY, NOT FOR CONSTRUCTION**

 <p><b>HANS WILSON &amp; ASSOC., INC.</b>          1938 Hill Ave. Ft. Myers, Florida 33901          Tel: 239-334-6870 Fax: 239-334-7810          MARINE and ENVIRONMENTAL CONSULTANTS</p>	2-4-12	City of Key West	SHEET
	JJB		6/8

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.



Note: All depths reference Mean Low Water per DEP Tide Station 872-4542.  
 Mean High Water el. -0.23' NAVD 88; Mean Low Water @ -1.24' NAVD 88.



**Cross Section A-A**

SCALE: 1" = 5'

Note: Site Survey information from Island  
 Surveying Inc., dated 9/26/11

*Hans J.M. Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 04, 2012 3:46:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

PERMIT USE ONLY, NOT FOR CONSTRUCTION

<b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET
	JIB		7/8

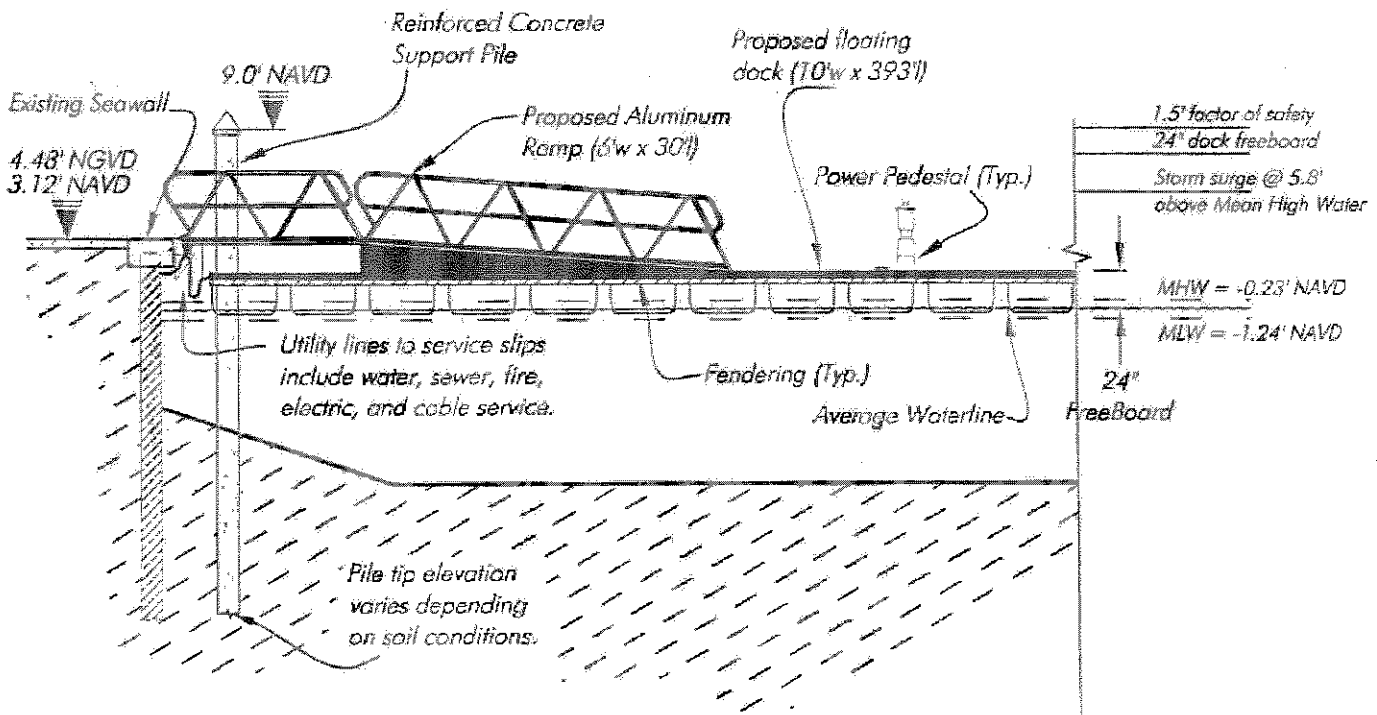
SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.

0      5      10  
 SCALE FEET

Note: Ramp design conceptual only. Refer to in field construction of access ramp to Marlin Dock for concise example.

8/8

1999-05418  
 IMT



### Cross Section B-B


SCALE: 1" = 10'

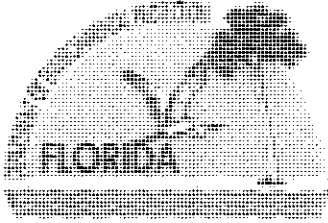
Note: All depths reference Mean Low Water per DEP Tide Station 872-4542.  
 Mean High Water el. -0.23' NAVD 88; Mean Low Water @ -1.24' NAVD 88.

Note: Site Survey information from  
 Island Surveying Inc., dated 9/26/11

*Hans J.M. Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 04, 2012 3:45:24 p.m.  
 Drawing: KEYWESTMASTER.DWG

**PERMIT USE ONLY, NOT FOR CONSTRUCTION**

 <b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET
	JIB		8/8



Florida Department of  
Environmental Protection

South District Branch Office  
2796 Overseas Highway, Suite 221  
Marathon, FL 33050

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

**VIA ELECTRONIC MAIL**

**Permittee/Authorized Entity:**  
City of Key West  
P.O. Box 6434  
Key West, FL 33041

**Tarpon Pier replacement**

**Authorized Agent:**  
Hans Wilson & Associates, Inc.  
1938 Hill Avenue  
Fort Myers, FL 33901  
Hans@hanswilson.com; Johanna@hanswilson.com

**Environmental Resource Permit**  
**State-owned Submerged Lands Authorization -Not Applicable**

**U.S. Army Corps of Engineers Authorization - Separate Corps  
Authorization Required**

Permit No.: 44-0116528-008

**Permit Issuance Date: July 31, 2012**  
**Permit Construction Phase Expiration Date: July 31, 2017**

## Environmental Resource Permit

Permittee: City of Key West

Permit No: 44-0116528-008

### PROJECT LOCATION

The activities authorized by this Permit are located at Garrison Bight City Marina, 1801 N. Roosevelt Boulevard, Key West, in Section 32, Township 67 South, Range 25 East, Monroe County.

### AUTHORIZATIONS

Tarpon Pier replacement

#### Project Description

The permittee is authorized to replace a pile-supported pier with a floating dock and finger piers at Tarpon Pier, Garrison Bight, a Class III Waterbody. Authorized activities are depicted on the attached drawings.

To offset unavoidable impacts that will occur from these authorized activities, the permittee shall make a monetary contribution of \$1,056.00 to the Florida Keys National Marine Sanctuary (FKNMS) Coral Nursery Program. A monetary donation to this program is used to support field-based, underwater coral nurseries within the FKNMS in Key West, Florida. Specifically, donations are utilized to directly offset costs associated with maintaining corals that have been rescued from permitted construction sites in a dockside and offshore underwater coral nursery until such time that corals can be directed to beneficial use projects, such as scientific research, education, and reef restoration at vessel grounding sites. Donations to the FKNMS Coral Nursery Program may be made to the National Marine Sanctuary Foundation, a non-profit 501(c)(3) tax-exempt organization, and earmarked for the FKNMS Coral Nursery. A skilled subcontractor, CBE Marine, LLC, manages the coral nursery facilities and is reimbursed for services by the National Marine Sanctuary Foundation's Coral Nursery Program donations. The cost associated with coral propagation and husbandry in the FKNMS Coral Nursery Program has been estimated at \$10,000 per square meter of coral (or \$1/sq. cm. coral) based on a review of coral nursery costs prepared by NOAA economists in 2006. In this case, the \$1,056 donation would provide for the transplantation of 960 sq. cm. of coral (960 sq. cm. @ \$1/sq. cm. + 10% admin. fee).

The project described above may be conducted only in accordance with the terms, conditions and attachments contained in this permit. The issuance of this permit does not infer, nor guarantee, nor imply that future permits or modifications will be granted by the Department.

#### Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has reviewed the activity described above and has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, Florida Statutes (F.S.).

#### Federal Authorization

A copy of this permit has been sent to the U.S. Army Corps of Engineers (USACE). The USACE may require a separate permit. Failure to obtain any required federal permits prior to construction could subject you to enforcement action by that agency.

#### Coastal Zone Management

This permit also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Management Act.

#### Water Quality Certification

This permit constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

#### Other Authorizations

You are advised that authorizations or permits for this project may be required by other federal, state or local entities including but not limited to local governments and homeowner's associations. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

In addition, you are advised that your project may require additional authorizations or permits from the municipality/county in which the project is located. Please be sure to contact the local county building and environmental department to obtain these required authorizations.

#### **PERMIT**

The activities described herein must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these conditions and drawings prior to commencing the authorized activities. Failure to comply with these



conditions, including any mitigation requirements, shall constitute grounds for revocation of the Permit and appropriate enforcement action by the Department.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit/certification/authorization, as specifically described above.

**SPECIFIC CONDITIONS:**

1. The notices required by this permit shall be submitted to the Department's Marathon office at 2796 Overseas Highway, Suite 221, Marathon, FL 33050.
2. Prior to the start of construction, the Permittee shall mitigate for unavoidable coral impacts through a monetary contribution of \$1,056.00 (960 cm<sup>2</sup> impact @ \$1/cm<sup>2</sup> + 10% admin fee) to the National Marine Sanctuary Foundation for specified use in the FKNMS Coral Nursery Program. A copy of the receipt and a letter from the Foundation shall be provided to the Department as documentation of payment.
3. All deleterious and non-deleterious material below and surrounding the existing pier that is not encrusted with coral shall be removed and properly disposed of at an approved upland disposal facility, either prior to or in conjunction with construction activities.
4. Prior to the start of construction, all corals identified as candidates for temporary relocation or for transfer to the FKNMS Coral Nursery shall be moved from the project site.
5. In order to ensure that the coral relocation and transfer activities are correctly implemented, a qualified biologist shall oversee all aspects of the operation. The biologist must have established experience in successful coral relocation activities.
6. Prior to the start of construction, all corals identified as candidates for temporary relocation shall be moved outside the footprint of the construction area to an area of similar water depth and light regime to ensure survival. Care shall be taken during relocation activities to ensure survival. The relocation area shall be void of existing benthic resources. After construction is complete and all turbidity has subsided from permitted activities, the corals shall be replaced as close as practicable to their original location and orientation.
7. The Permittee shall provide notification to the Department within 24 hours after the initial coral relocation to their temporary site and within 24 hours after replacement to their original location.

8. **Prior to construction**, all corals within the project footprint and a 20' buffer zone beyond the footprint that cannot be temporarily relocated or transferred to the Coral Nursery shall be marked. The markers shall remain in place for the duration of construction. Marked corals shall be avoided during all construction activities, including, but not limited to, pile driving, barge spudding, and construction vessel anchoring.
9. The Permittee shall avoid temporary or permanent impacts to the surrounding seagrass bed(s) during construction.
10. **Within 60 days of construction completion**, the Permittee shall provide the Department a copy of the coral relocation and benthic survey reports required by Special Conditions #9 & 10 the FKNMS permit #2012-103.
11. The Permittee shall coordinate with the FKNMS Permit Coordinator on all aspects of the project.
12. **The limited**, vertical trimming of mangroves within Slip #1 is authorized by this permit to provide clearance for the navigation of watercraft. The trimming shall be limited to those portions of branches or trunks of mangroves which extend into the navigation channel beyond a vertical plane of the most waterward prop root or root system. No herbicide or other chemical shall be used for the purpose of removing leaves of a mangrove. Trimming must be conducted in stages so that no more than 25 percent of the foliage is removed annually. The trimmed material shall be disposed of at an approved upland facility. The configuration of the mangroves trimmed may be maintained under Section 403.9326(1)(d), F.S. The defoliation, removal or destruction of mangroves is strictly prohibited by this permit.
13. Best management practices (primarily turbidity screens) for erosion and turbidity control shall be implemented and maintained at all times during construction and operation of the permitted activity to prevent siltation and turbid discharges in excess of State water standards pursuant to Rule 62-302, F.A.C. The Permittee shall be responsible for ensuring that erosion and turbidity control devices and procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.
14. The project shall comply with applicable State Water Quality Standards of Chapters 62-302 and 62-4, F.A.C., namely:
  - 62-302.500 - Minimum Criteria for All Waters at All Times and All Places
  - 62-302.530 - Surface Water Quality Criteria

15. In the event discrepancies exist between the permit drawings and the Specific Conditions of this permit, the Specific Conditions shall prevail.

**GENERAL CONDITIONS:**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and a violation of Part IV of Chapter 373, (F.S.).

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by the Department staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violations of state water quality standards. Temporary erosion control shall be implemented prior to and during construction and permanent control measures shall be completed within seven (7) days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving water-body exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter Six of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter, the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the Department of the anticipated construction start date within thirty (30) days of the date that this permit is issued. At least forty-eight (48) hours prior to commencement of the activity authorized by this permit, the permittee shall submit to the Department an "Environmental Resource Permit Construction Commencement" notice (Form No. 62-343.900(3), Florida Administrative Code (F.A.C.)) indicating the actual start date and expected completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the Department on an annual basis utilizing an



UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL OCEAN SERVICE

Florida Keys National Marine Sanctuary  
33 East Quay Road  
Key West, FL 33040

July 19, 2012

Mr. Birch Ohlinger  
City of Key West  
P.O. Box 1409  
Key West, FL 33041

Dear Mr. Ohlinger:

The National Oceanic and Atmospheric Administration, Office of National Marine Sanctuaries (ONMS) has approved the issuance of permit number FKNMS-2012-103 to conduct activities within Florida Keys National Marine Sanctuary (sanctuary). Activities are to be conducted in accordance with the permit application and all supporting materials submitted to the sanctuary, and the terms and conditions of permit number FKNMS-2012-103 (enclosed).

This permit is not valid until signed and returned to the ONMS. Retain one signed copy and carry it with you while conducting the permitted activities. Additional copies must be signed and returned, by either mail or email, to the following individuals within 30 days of issuance and before commencing any activity authorized by this permit:

ENS Linh Nguyen  
NOAA Corps Officer  
Florida Keys National Marine Sanctuary  
33 East Quay Road  
Key West, FL 33040  
[Linh.Nguyen@noaa.gov](mailto:Linh.Nguyen@noaa.gov)

National Permit Coordinator  
NOAA Office of National Marine Sanctuaries  
1305 East-West Highway (N/ORM6)  
SSMC4, 11<sup>th</sup> Floor  
Silver Spring, MD 20910  
[nmspermits@noaa.gov](mailto:nmspermits@noaa.gov)

Your permit contains specific terms, conditions and reporting requirements. Review them closely and fully comply with them while undertaking permitted activities.

If you have any questions, please contact Joanne Delaney at [Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov). Thank you for your continued cooperation with the ONMS.

Sincerely,

Sean Morton  
Superintendent

Enclosure





UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL OCEAN SERVICE

Florida Keys National Marine Sanctuary  
33 East Quay Road  
Key West, FL 33040

**FLORIDA KEYS NATIONAL MARINE SANCTUARY  
PERMIT TO OTHERWISE FURTHER SANCTUARY PURPOSES**

**Permittee:**  
Mr. Birch Ohlinger  
City of Key West  
P.O. Box 1409  
Key West, FL 33041

**Permit Number:** FKNMS-2012-103  
**Effective Date:** July 19, 2012  
**Expiration Date:** December 31, 2013

**Project Title:** City of Key West Tarpon Pier Replacement

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This permit is issued for activities in accordance with the National Marine Sanctuaries Act (NMSA), 16 USC §1431 *et seq.*, and regulations thereunder (15 CFR Part 922). All activities must be conducted in accordance with those regulations and law. No activity prohibited in 15 CFR Part 922 is allowed except as specified in the activity description below.

Subject to the terms and conditions of this permit, the National Oceanic and Atmospheric Administration (NOAA), Office of National Marine Sanctuaries (ONMS) hereby authorizes the permittee listed above to activities within Florida Keys National Marine Sanctuary (FKNMS or sanctuary). All activities are to be conducted in accordance with this permit and the permit application received June 19, 2012. The permit application is incorporated into this permit and made a part hereof; provided, however, that if there are any conflicts between the permit application and the terms and conditions of this permit, the terms and conditions of this permit shall be controlling.

**Permitted Activity Description:**

The following activities are authorized by this permit:

1. Hand chipping of stony corals attached to the sea floor, debris, and pilings slated for removal and transfer of the corals into the FKNMS Key West Coral Nursery.
2. Touching, moving, and handling stony corals of various species and sizes (and associated debris) to a nearby, temporary relocation site and then replacing corals to their original location.
3. Temporary deployment of equipment on the sea floor, including markers, weights, baskets, monitoring equipment, and other materials.
4. Temporary disturbance to the sea floor for the purposes of removing debris.

No further violation of sanctuary regulations is allowed.



**Permitted Activity Location:**

The permitted activity is allowed only in the following location:

Tarpon Pier, Garrison Bight, Key West, FL, within a 0.5 nm radius of the central coordinate 24.560498° N and 81.783384° W.

**Special Terms and Conditions:**

1. All corals identified as candidates for temporary relocation or for transfer to the FKNMS Coral Nursery shall be moved prior to commencing any construction at the site.
2. The permittee shall provide e-mail notification, including the species, sizes, and numbers of corals, to FKNMS and the Coral Nursery Contractor a minimum five (5) business days prior to placing corals in FKNMS Coral Nursery. Notification shall be made to Scott Donahue ([Scott.Donahue@noaa.gov](mailto:Scott.Donahue@noaa.gov)), Joanne Delaney ([Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov)), and Erich Bartels ([Ebartels@mote.org](mailto:Ebartels@mote.org)).
3. Corals being temporarily relocated shall be moved outside the footprint of construction but to an area of similar water depth and light regime. The temporary relocation site shall be devoid of benthic resources including seagrass, attached algae, sponges, soft corals, and other invertebrates. The debris and associated corals shall be replaced as close as practicable to their original location and orientation after pier construction is complete and turbidity has subsided to pre-construction levels.
4. The permittee shall provide e-mail notification to FKNMS within 24 hours after the initial coral relocation to the temporary site and within 24 hours after replacement of corals to their original location. Notification shall be made to Joanne Delaney at [Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov).
5. All corals within the project footprint and a 20' buffer zone beyond the footprint that cannot be moved (e.g., attached to pilings not being repaired, attached to the sea floor, or on non-relocatable debris) shall be marked prior to construction and markers must remain in place for the duration of construction. Marked corals must be avoided during all construction activities including, but not limited to, pile driving, barge spudding, and construction vessel anchoring. As needed, marking methods may be determined in consultation with Scott Donahue, FKNMS Associate Science Coordinator ([Scott.Donahue@noaa.gov](mailto:Scott.Donahue@noaa.gov), 305-809-4700 x239).
6. FKNMS must be notified a minimum of twenty (20) business days prior to commencement of construction. FKNMS staff shall be allowed reasonable access to the site before, during, and after construction to inspect activities involving the protection of sanctuary resources. Contact Joanne Delaney at [Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov) with construction notification.



7. The applicant or their agent shall mitigate for unavoidable coral impacts at the project site prior to the start of construction through a monetary donation of \$1056.00 (960 cm<sup>2</sup> impacts @ \$1/cm<sup>2</sup> + 10% admin fee) to the National Marine Sanctuary Foundation for specified use in the FKNMS Coral Nursery Program. The donation mailing address is attached. A copy of the check and cover letter shall be transmitted to Joanne Delaney at [Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov) prior to construction.
8. All debris not encrusted with corals shall be removed from the project site and disposed of at an upland facility.
9. The permittee shall provide photo-documentation and a written report of the coral relocation process that includes quantitative and qualitative assessments of corals. The report shall include, at a minimum:
  - Total number and area (cm<sup>2</sup>) of colonies relocated by species;
  - Coordinates (DGPS) of coral colonies at temporary relocation site;
  - Coordinates (DGPS) of coral colonies at final replacement site;
  - Issues/problems identified during relocation;
  - Reference photographs of coral colonies at all stages (prior to relocation, after relocation to temporary site, and after return to original site); and,
  - Qualitative assessment coral colony health (pigment loss, tissue loss, presence or absence of disease, observed bio-fouling, and growth of coral tissue) for each individual within 30 days after corals have been replaced to their original location.

The report shall be submitted to FKNMS within 60 days of construction completion. The report shall be submitted to FKNMS Permit Coordinator Joanne Delaney at [Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov).
10. The permittee shall also provide a post-construction benthic survey, which has been conducted within 30 days of construction completion, to assess the status and health of corals and seagrass patches that were marked and avoided during the project. The post-construction benthic survey shall be submitted to FKNMS within 60 days of construction completion, and may be submitted in conjunction with the coral relocation report required under Special Condition #9. The report shall be submitted to FKNMS Permit Coordinator Joanne Delaney at [Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov). A mitigation donation may be required if any impacts to corals have occurred.
11. All coral chipping/removal and relocation activities must be conducted in accordance with *FKNMS Coral Rescue and Relocation Protocols* ("Protocols," attached to this permit). Contact Joanne Delaney at [Joanne.Delaney@noaa.gov](mailto:Joanne.Delaney@noaa.gov) for any requests for deviation from the Protocols.
12. Turbidity curtains shall be placed in a manner so as to not restrict ambient water flows to marked and avoided corals, or seagrass resources at the project site. If corals that are being marked and avoided fall within the turbidity curtain placement area, then curtains must be opened to allow ambient water flows to corals at least every three days.



13. NOAA retains the right to oversee any aspects of the project before, during, or after coral relocation.
14. NOAA retains the right to require removal of contractor(s) hired on behalf of the permittee if they fail to demonstrate technical competence, take adequate precautions to ensure against unnecessary injury to sanctuary resources, and/or follow the instructions of FKNMS staff.
15. Unanticipated injury to coral or other sensitive resources that results from any of these activities must be reported to the FKNMS office immediately and construction operations in the area of observed damage must cease until guidance is provided by FKNMS. Contact Joanne Delaney at (978) 471-9653 for notification of damage. NOAA may require the development and implementation of an emergency restoration plan if the severity of injury warrants.
16. No coral transplanting activities are allowed in other areas of the Sanctuary.
17. All materials deployed temporarily on the sea floor must be removed upon completion of construction and at the end of each monitoring event.
18. No demolition or construction debris (rebar, old piles, forms, supports, or any other materials) may be deposited in waters of FKNMS at or near the project site at any time. A post-construction benthic survey to inspect compliance with this condition may be required. Should construction debris be evident in adjacent waters, the applicant or his agent will be required to clean up all items immediately and mitigate for any resource injury.

**General Terms and Conditions:**

1. Within 30 (thirty) days of the date of issuance, the permittee must sign and date this permit for it to be considered valid. Once signed, the permittee must send copies, via mail or email, to the following individuals:

ENS Linh Nguyen  
NOAA Corps Officer  
Florida Keys National Marine Sanctuary  
33 East Quay Road  
Key West, FL 33040  
[Linh.Nguyen@noaa.gov](mailto:Linh.Nguyen@noaa.gov)

National Permit Coordinator  
NOAA Office of National Marine Sanctuaries  
1305 East-West Highway (N/ORM6)  
SSMC4, 11<sup>th</sup> Floor  
Silver Spring, MD 20910  
[nmspermits@noaa.gov](mailto:nmspermits@noaa.gov)

2. It is a violation of this permit to conduct any activity authorized by this permit prior to the ONMS having received a copy signed by the permittee.





3. This permit may only be amended by the ONMS. The permittee may not change or amend any part of this permit at any time. The terms of the permit must be accepted in full, without revision; otherwise, the permittee must return the permit to the sanctuary office unsigned with a written explanation for its rejection. Amendments to this permit must be requested in the same manner the original request was made.
4. All persons participating in the permitted activity must be under the supervision of the permittee, and the permittee is responsible for any violation of this permit, the NMSA, and sanctuary regulations for activities conducted under, or in junction with, this permit. The permittee must assure that all persons performing activities under this permit are fully aware of the conditions herein.
5. This permit is non-transferable and must be carried by the permittee at all times while engaging in any activity authorized by this permit.
6. This permit may be suspended, revoked, or modified for violation of the terms and conditions of this permit, the regulations at 15 CFR Part 922, the NMSA, or for other good cause. Such action will be communicated in writing to the applicant or permittee, and will set forth the reason(s) for the action taken.
7. This permit may be suspended, revoked or modified if requirements from previous ONMS permits or authorizations issued to the permittee are not fulfilled by their due date.
8. Permit applications for any future activities in the sanctuary or any other sanctuary in the system by the permittee might not be considered until all requirements from this permit are fulfilled.
9. This permit does not authorize the conduct of any activity prohibited by 15 CFR § 922, other than those specifically described in the "Permitted Activity Description" section of this permit. If the permittee or any person acting under the permittee's supervision conducts, or causes to be conducted, any activity in the sanctuary not in accordance with the terms and conditions set forth in this permit, or who otherwise violates such terms and conditions, the permittee may be subject to civil penalties, forfeiture, costs, and all other remedies under the NMSA and its implementing regulations at 15 CFR Part 922.
10. Any publications and/or reports resulting from activities conducted under the authority of this permit must include the notation that the activity was conducted under National Marine Sanctuary Permit FKNMS-2012-103 and be sent to the ONMS officials listed in general condition number 1.



11. This permit does not relieve the permittee of responsibility to comply with all other federal, state and local laws and regulations, and this permit is not valid until all other necessary permits, authorizations, and approvals are obtained. Particularly, this permit does not allow disturbance of marine mammals or seabirds protected under provisions of the Endangered Species Act, Marine Mammal Protection Act, or Migratory Bird Treaty Act. Authorization for incidental or direct harassment of species protected by these acts must be secured from the U.S. Fish and Wildlife Service and/or NOAA Fisheries, depending upon the species affected.
12. The permittee shall indemnify and hold harmless the Office of National Marine Sanctuaries, NOAA, the Department of Commerce and the United States for and against any claims arising from the conduct of any permitted activities.
13. Any question of interpretation of any term or condition of this permit will be resolved by NOAA.

Your signature below, as permittee, indicates that you accept and agree to comply with all terms and conditions of this permit. This permit becomes valid when you, the permittee, countersign and date below. Please note that the expiration date on this permit is already set and will not be extended by a delay in your signing.

  
\_\_\_\_\_  
Mr. Birch Ohlinger  
City of Key West

19 July 2012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sean Morton  
Superintendent  
Florida Keys National Marine Sanctuary

July 19, 2012  
\_\_\_\_\_  
Date

2 documents attached.





UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL OCEAN SERVICE

Florida Keys National Marine Sanctuary  
33 East Quay Road  
Key West, FL 33040

### NOAA Florida Keys National Marine Sanctuary Coral Nursery Program

A monetary donation to the Florida Keys National Marine Sanctuary (FKNMS) Coral Nursery Program is used to support field-based, underwater coral nurseries within the FKNMS in Key West, Florida. Specifically, donations are utilized to directly offset costs associated with maintaining corals that have been rescued from permitted construction sites in a dockside and offshore underwater coral nursery until such time that corals can be directed to beneficial use projects, such as scientific research, education, and reef restoration at vessel grounding sites.

Donations to the FKNMS Coral Nursery Program may be made to the National Marine Sanctuary Foundation, a non-profit 501(c)(3) tax-exempt organization, and earmarked for the FKNMS Coral Nursery. A skilled subcontractor, CBE Marine, LLC, manages the coral nursery facilities and is reimbursed for services by the National Marine Sanctuary Foundation's Coral Nursery Program donations. The cost associated with coral propagation and husbandry in the FKNMS Coral Nursery Program has been estimated at \$10,000 per square meter of coral (or \$1/cm<sup>2</sup> coral) based on a review of coral nursery costs prepared by NOAA economists in 2006.

*Checks should be made out to:* National Marine Sanctuary Foundation

*Checks should be mailed to:*  
National Marine Sanctuary Foundation  
Attn: Allison Alexander  
8601 Georgia Avenue  
Suite 501  
Silver Spring, MD 20910

Please write the donation account name and number, "FL Keys Coral Nursery, acct. 30.4.4.4" on the check.



## FKNMS CORAL RESCUE & RELOCATION PROTOCOLS

This coral rescue, relocation and transplantation response protocol is adapted from coral rescue and re-stabilization methods developed by FKNMS Reef Doctors J. Harold Hudson & Bill Goodwin.

It involves the following tasks:

### A. CORAL RESCUE or Removal from Bulkheads, Seawalls, Pilings, Debris

- May involve sheet-pile or concrete seawalls, bulkheads, piles, structures, construction debris or pipes

- ⇒ Tools: putty knives, paint tools (14-in-one tool, 10-in-one tool, 5-in-one tool or paint scrapers), chipping hammer, other thin bladed, prying tools with beveled edges, baskets or buckets;
- ⇒ chisels with wide and thin blades may be tested, but chisels are generally too thick-bladed such that they cause fragmentation of the coral colony due to narrowly focused transfer of hammer strikes; examples may include flat chisels, scaling chisels, rock chisels (12in L x 3in W)
- \*\* NOTE: No power tools or heavy pry bars will be utilized. The vibration and/or transfer from these tools cause fragmentation of plating coral colonies.
- ⇒ Rubber gloves: Playtex, "Bluettes," Mr. Clean or surgical gloves (plastic coated gloves are best); wear gloves before handling corals to minimize mucous removal and abrasion, be conscious of disease transmission and minimize;
- ⇒ Choose only disease-free and orange encrusting sponge-free coral candidates (FKNMS can advise, provide details via training and demos)
- ⇒ Initiate rescue by clearing all encrusting organisms from the edges of the corals: chip sponges, tunicates, turkey wing oysters, or other crustaceans; take care to prevent damage to the thin edges of corals; once removed, this creates an access point or ledges to get started with coral rescue;
- ⇒ Efforts must be made to remove the coral colony in whole condition, so work patiently and systematically, according to the following protocols;
- ⇒ Chisel or loosen colony edges with a putty knife or other stiff, thin-bladed, beveled-edge tools, while working the entire circumference (N, E, S, W) of colony;
- ⇒ Hammer concrete or metal surfaces adjacent to colony, as shock waves can help release the coral bond from some surfaces;
- ⇒ Continue to chisel or loosen colony very carefully until it loosens and limestone dust is released from underside of colony, but stop just short of popping coral off or it will fall and get damaged;
- ⇒ Use your fingers to pull bottom of colony away from wall, just before it falls off; allow larger colonies to drift slowly to the bottom "sunny-side" up; or enlist assistance with larger corals;
- ⇒ Place corals "sunny side" up when caching in nursery baskets or during transfers; metal encrusted surfaces must not touch or rest on live coral tissue surfaces in transport or nursery baskets;
- ⇒ Cache like species only in nursery baskets or cache holding-area baskets; avoid or minimize colony tissue touching; especially important if corals are to remain in cache for a period of time

**NOTE:** different coral species must **NOT** touch in overnight holding-area baskets or nurseries, be certain to account for movement in baskets due to surge/waves over time; some species like *Mussa angulosa* must be stored separate from all other species.

## **B. CORAL RE-ATTACHMENT to other than original Substrate**

- Coral Rescue from construction, relocation, compensatory projects

- See Recipient Site Selection Criteria & Evaluation below

- Choose appropriate orientation: if corals are from a vertical or sloped such as a seawall, or an elevated surface, then identify sloping (if not vertical) recipient locations up off the bottom, where possible, especially for plating colonies;

### **Site selection & evaluation criteria:**

- ⇒ Take care to **NOT** place corals too close to other naturally occurring colonies. Do not transplant multiple colonies too close to one another allowing for colony growth, tissue re-colonization and plating. (Inspect other colonies of like species for maximum sizes to identify adequate spacing considerations).
- ⇒ Eyeball the area needed to be cleared for re-attachment or practice the “dry fit” method: **NOTE: DRY FIT preparation technique:** Place coral on selected site to test its fit for stability, proper sized area, not too close to other natural corals or transplants; use chipping hammer to draw an outline around the colony to use as a guide for site preparation;
- ⇒ Prep recipient surfaces with wire brush and/or chipping hammer: removing all algae (macro, fine filamentous), sediment, silt, encrusting and boring organisms (sponges, tunicates, crustaceans, etc.); take care to avoid other corals or those obscured by macro algae, (i.e., coral recruits);
- ⇒ Additionally, be sure to prep underside of coral fragment or colony, removing any algae, sediment, silt, boring organisms, (sponges, tunicates, worms, crustaceans, etc.), this is important especially if corals have been in a holding for a period of time; chip/flake off as much metal or rusting iron as practicable;
- ⇒ FKNMS staff recommend Portland Type II cement/molding plaster mix of 4:1 ratio for quick setting and easy sculpting, especially for small colonies around 15 cm diameter, (mixing technique may be demonstrated by FKNMS staff);
- ⇒ Minimize contact of concrete with live surface of coral and all coral tissue: clean gloved hands of concrete before placing coral colony on top of concrete ball; hand fan all tissue clear of any concrete that comes into contact with live coral surfaces immediately before it becomes imbedded/entrained in tissue mucous or polyp calices;
- ⇒ Place a ball of concrete on the prepared surface, place coral colony underside on cement ball and wedge coral down by gently wiggling colony, allow concrete to encompass bare, dead edges of coral colony base;
- ⇒ Cementing Technique tip: Once your coral is set in the concrete base, don't disturb it: i.e., do not attempt to wiggle or re-adjust positioning – you may you may introduce stress fractures in the cement bond or it could crumble all together.

⇒ Practice sculpting concrete around base of coral and cover or fill in bare rock surfaces, shore up edges leaving no bare rock edges or ledges -> for prevention of boring organism recruitment

**\*\* NOTE FKNMS DARP recommendation:** It is critical that the cement be brought as closely to the edge of the living tissue and cover all the exposed skeleton, as practicable, to reduce the opportunity for bio-eroding organisms to invade the injured coral;

⇒ It may be possible to attach multiple corals at once with single batch of concrete: working each coral colony consecutively, one at a time, to allow some time for the concrete matrix to start setting up, (i.e., FKNMS staff has worked 3 small colonies at once, via 3 cups cement to 3/4 cup molding plaster, separating the concrete mass in three).

### **C. CORAL STABILIZATION & RE-ATTACHMENT to Existing Substrate**

(an excerpt from FKNMS DARP Restoration Plan for vessel groundings, J. Harold Hudson).

1. Stabilization or re-attachment recipient sites will be carefully selected using the following criteria:

- Stable substrate located at onsite, adjacent habitats or structures is the preferred site selection alternative(s), to facilitate the preservation of the functional value of the resources.
- Substrate at recipient site should be stable and relatively free of significant cracks or erosion, (including framework cracks, coral fragments and coral rubble).
- Substrate at recipient site should be relatively free of attached benthic organisms such as sponges, calcareous algae, bryozoans, stony coral, octocorals, etc
- Substrate at recipient site should provide ample water circulation, comparable water quality and ambient sunlight for transplantation, and represent similar conditions to which the donor or displaced corals are acclimated.
- Substrate at recipient site should be elevated within the reef structure to avoid the potential for smothering through sedimentation. Preferred sites include bio-eroded or excavated dead areas of coral heads elevated within the water column.
- Substrate at recipient location should have similar orientation to collection site. If corals are from a vertical or sloped, elevated surface, then identify sloping (if not vertical) areas up off the bottom, where possible, especially for plating colonies.
- Substrate at recipient site must exhibit the presence of the species to be attached, as naturally occurring within the benthic community chosen, to enhance survivability.
- Ensure adequate space is available relative to naturally occurring coral colonies such that placement will allow for colony growth, tissue re-colonization and plating. (Inspect other colonies of like species for maximum sizes to identify adequate spacing considerations).

2. Following site selection, the substrate will be cleaned of filamentous algae (and/other fouling organisms):

⇒ Eyeball the area needed to be cleared for re-attachment or practice the "dry fit" method:

**NOTE: DRY FIT preparation technique:** Place coral on selected site to test its fit for stability, proper sized area, not too close to other natural corals or transplants; use chipping hammer to draw an outline around the colony to use as a guide for site preparation;

- ⇒ Prepare re-attachment surfaces on corals or coral fragments, and the recipient substrate, by using wire brushes and/or a chipping hammer to provide a clean and rougher texture to accept the cement and facilitate bonding.
- ⇒ When appropriate, based on size of colony or fragments (greater than 15 cm), drive case hardened masonry nails (aka "cut nails," 16 penny, square-edged tapered) into the repository site and allow them to stick out of the substrate no less than 1 inch (~3 inches embedded in the substrate).
- ⇒ **Cut Nail application:** this technique may not be appropriate for substrates that crumble, or granite rocks; most useful at vessel grounding sites when re-attaching to original substrate:
- ⇒ Small corals may only require 2-3 cut nails center within recipient site;
- ⇒ Larger colonies and substrate areas may require use of more than 3 nails and will be site dependent; place cut nails in a clockwise orientation – one at 12, 3, 6, 9 with one centrally located. This will create additional bonding surfaces for attachment medium (Portland cement).

3. Portland Type II cement with molding plaster added, intended to accelerate hardening of cement and serving to keep the re-attachment matrix in tact and manageable during transplanting.

For larger colonies (> 15 cm), cement and molding plaster will be used as the adhesive to directly attach the larger coral fragments (>15 cm). In some instances, a 50/50 mixture of silica sand and cement may be used, and molding plaster minimized, especially when working with exceptionally large colonies of >40 cm in dimension. A ratio of 6:1 or 8:1 ratio (Portland cement:plaster) may be advised.

- ⇒ Each of these fragments will be attached using a moderate amount of this cement mixture.
- ⇒ Placement of the cement mass will be done such that the cement covers the masonry nails and is elevated no less than 1 inch over the nails, as needed.
- ⇒ Depending on the size and orientation of the fragments, it may be necessary to trim off excess coral skeleton to maximize the preferred orientation desired. Please remove as much metal as possible from the backs of seawall rescued corals.
- ⇒ It is also critical that the cement be brought as closely to the edge of the living tissue and cover all the exposed skeleton as practicable to reduce the opportunity for bio-eroding organisms to invade the injured coral.
- ⇒ It is recognized by the FKNMS that occasionally, small areas of coral tissue may come in contact or become covered with cement to maximize the stability of the fragment as a whole, but caution should be exercised to avoid this when at all possible.
- ⇒ Smaller fragments (10-15 cm) may be aggregated and placed in a single mass of cement; this approach should decrease the amount of cement used and the labor requirements.

- ⇒ When aggregating and stabilizing smaller fragments, caution should be made to minimize direct tissue contact as they recover from the stress and injuries caused by the vessel grounding.
- ⇒ Follow as instructed above for small coral colonies, ensuring that the cement is brought as close to the edge of the living tissue and cover all exposed skeleton, as practicable.

#### **D. Additional Conditions and Guidelines**

The following conditions must be met to ensure the success of the re-attachment and stabilization in order to minimize secondary impacts during the restoration project period.

1. Due to the shallow water depths at the grounding sites or compensatory restoration sites, work should only be performed during calm to slight chop sea conditions, (this is typically no greater than wind speeds of 10-12 knots). Tidal period and visibility should be taken into consideration when working at this site and efforts should be made to maximize work time around periods of high water and good water clarity, (dependent on oceanographic conditions). If weather conditions are too rough or surge is too great to achieve quality re-attachments, the project should be aborted and rescheduled during better weather.
2. During the coral fragment and colony stabilization phase, emphasis should be made to re-attach and stabilize larger fragments and whole colonies first, specifically those that are currently oriented tissue side down. Fragments smaller than approximately 10 cm should be addressed following all other efforts listed above.
3. At all times, extreme caution should be taken to prevent cement "fall-out" from landing on living tissue. Small lumps and cement particulate that accidentally settle out on living coral should immediately be removed via means of "hand-fanning." Be certain to inspect the adjacent area and corals nearby for "fall-out" and hand-fan accordingly upon completion of each daily project.
4. All excess cement will be collected from the transplant site and disposed of off-site (land-based). No excess cement will remain underwater and rinsing of mixing and storage materials should be minimized or contained.
5. A mapping of all corals re-attached must be developed and submitted as part of the baseline monitoring package. This map product must be geo-referenced, show locations of corals by ID code and depths, and should be created immediately upon completion of the transplanting project, while coral transplants are easily identified.
6. Corals will be identified using individually numbered identification tags with a unique ID, such as *Siderastrea siderea* #1, (Ssid 001).
7. Geo-referencing may be accomplished with reference to each transplant or via a central marker or stake GPS position, relative to which all corals are mapped.
8. Digital video or still photography should be used to document all work performed. Provide



video or photos with reports and baseline monitoring video must be provided and utilize for long-term monitoring. A reference photograph of each relocated coral will be taken with a scaled reference item in the image, and all relocated corals will be identified by species, depth and a unique ID (e.g. Ssid 001).

FKNMS = Florida Keys National Marine Sanctuary  
DARP = Damage Assessment and Restoration Program  
GPS = Global Positioning System

SEMINOLE TRIBE OF FLORIDA  
TRIBAL HISTORIC PRESERVATION OFFICE

TRIBAL HISTORIC  
PRESERVATION OFFICE  
SEMINOLE TRIBE OF FLORIDA  
AHTAHTHIKI MUSEUM  
30290 JOSIE BILLIE HWY  
PMB 1006  
CLEWISTON, FL 33440  
PHONE (863) 833-6549  
FAX (863) 802-1117



TRIBAL OFFICERS

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MICHAEL D. TIGER

Isla Turner  
Department of the Army  
Jacksonville District Corps of Engineers  
9900 SW 107<sup>th</sup> Avenue, Suite 203  
Miami, Florida 33176

THPO#: 009748  
Project#: SAJ-1999-05418

April 13, 2012

**Subject:** Assessment of Effects for Proposed City of Key West Tarpon Pier Replacement, Monroe County, Florida

Dear Ms. Turner,

The Seminole Tribe of Florida's Tribal Historic Preservation Office (STOF-THPO) has received the Jacksonville Corps of Engineers correspondence regarding the above mentioned project. The STOF-THPO has no objection to your proposal at this time. However, the STOF-THPO would like to be informed if cultural resources that are potentially ancestral or historically relevant to the Seminole Tribe of Florida are inadvertently discovered during the construction process.

We thank you for the notification of this proposed project. Please reference **THPO-009748** in any future documentation about this project.

Sincerely,

*Direct routine inquiries to:*

Paul N. Backhouse, Ph.D.  
Acting Tribal Historic Preservation Officer  
Seminole Tribe of Florida

Anne Mullins  
Compliance Review Supervisor  
[annemullins@semtribe.com](mailto:annemullins@semtribe.com)

AES:am:pb

**STANDARD MANATEE CONDITIONS FOR IN-WATER WORK**  
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

# CAUTION: MANATEE HABITAT

All project vessels

## IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work  
all in-water activities must

## SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

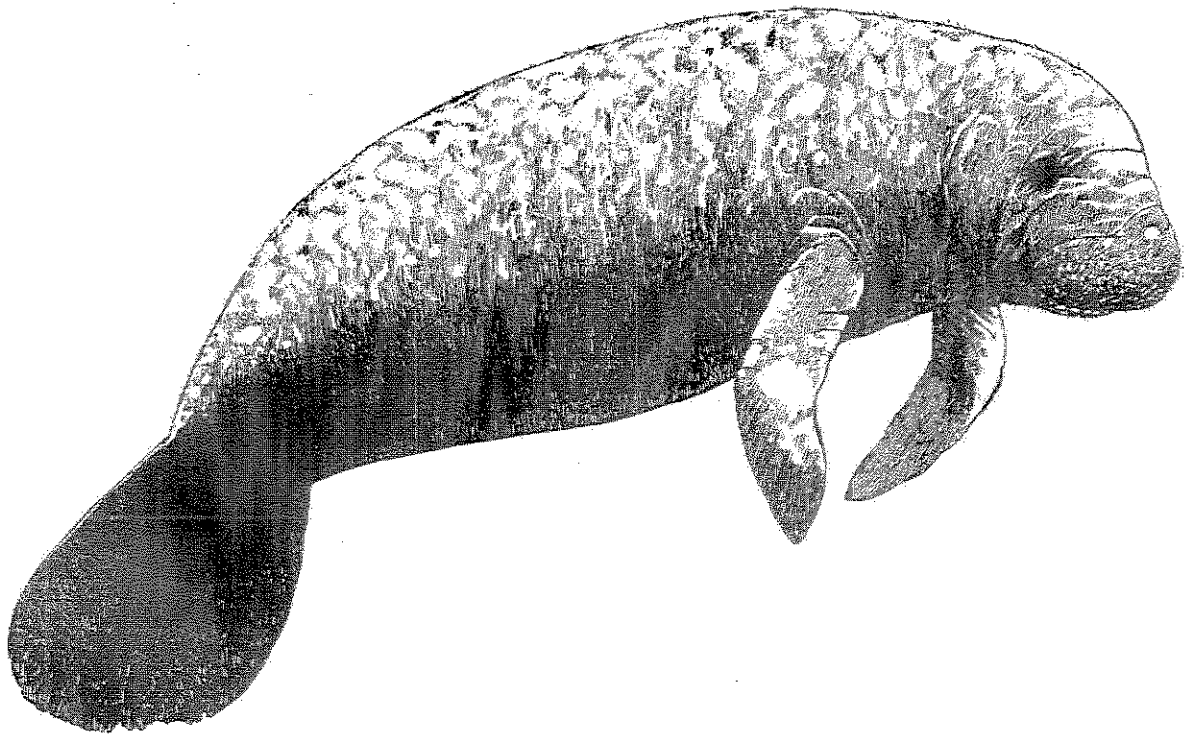
1-888-404-FWCC(3922)

cell \*FWC or #FWC



# Caution Boaters

## Watch for Manatees



Wildlife Alert:

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC

Report collisions, sick, dead or injured manatees  
and any wildlife or boating law violations.



UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
Southeast Regional Office  
263 13th Avenue South  
St. Petersburg, FL 33701

## SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



# AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

*Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Special Projects and Enforcement Branch, 9900 SW 107<sup>th</sup> Avenue, Suite 203, Miami, Florida 33176. If you have questions regarding this requirement, please contact the Special Projects and Enforcement Branch at 904-232-3131.*

**1. Department of the Army Permit Number: SAJ-1999-05418 (IP-IMT)**

**2. Permittee Information:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**3. Project Site Identification:**

Physical location/address \_\_\_\_\_

\_\_\_\_\_

**4. As-Built Certification:**

I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

\_\_\_\_\_  
Signature of Engineer

\_\_\_\_\_  
Name (Please type)

\_\_\_\_\_  
(FL, PR or VI) Reg. Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP

(Affix Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number





Prepared by:  
Permittee: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**NOTICE OF DEPARTMENT OF THE ARMY PERMIT**

**TAKE NOTICE** that the United States Army Corps of Engineers has issued Department of the Army Permit SAJ-1999-05418 (IP-IMT) to the City of Key West (Permittee) on \_\_\_\_\_, authorizing impacts to waters of the United States in accordance with Section 10 of the Rivers and Harbors Act of 1899, on a parcel of land known as Folio/Parcel ID: RE# 00072070-000000 encompassing \_\_\_ acres located within a portion of Section 32, Township 67 South, Range 25 East, Key West, Monroe County, Florida.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the area authorized to be filled (or any portion thereof), the Permittee must notify the U.S. Army Corps of Engineers in writing of the property transfer by submitting the completed permit transfer page of the permit. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the area authorized to be filled (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any works, including dredging or filling, without first having obtained a permit from the Corps of Engineers in the purchaser's name.

The subject Permit concerns only that portion of the property determined to fall within the jurisdiction of the U.S. Army Corps of Engineers and this notice is applicable only to those portions of the subject property containing areas authorized to be filled, wetland mitigation/conservation areas, and structures or dredging subject to the Permit, in, over or under waters of the United States.

**Conditions of the Permit:** The Permit is subject to General Conditions and Special Conditions which may affect the use of the subject property. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

To obtain a copy of the permit in its entirety submit a written request to:  
U.S. Army Corps of Engineers  
Regulatory Division - Special Projects & Enforcement Branch  
Post Office Box 4970  
Jacksonville, Florida 32232-0019

Questions regarding compliance with these conditions should be directed to:  
U.S. Army Corps of Engineers  
Enforcement Section  
Post Office Box 4970  
Jacksonville, Florida 32232-0019

**Conflict Between Notice and Permit**

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

**This Notice is Not an Encumbrance**

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

**Release**

This Notice may not be released or removed from the public records without the prior written consent of the U.S. Army Corps of Engineers.

This Notice of Permit is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
This document is being submitted for recordation in the Public Records of \_\_\_\_\_  
County, Florida as part of the requirement imposed by Department of the Army Permit No  
SAJ- - issued by the United States Army Corps of Engineers.

Permittee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print

My Commission Expires \_\_\_\_\_

**RIVERS AND HARBORS ACT SECTION 10 DETERMINATION OF JURISDICTION**

**Project Name:** City of Key West/Tarpon Pier replacement

**Action ID:** SAJ-1999-05418 (IP-IMT)

**Applicant:** City of Key West

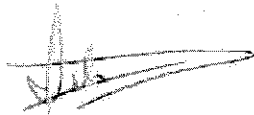
There are "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area.

**Waterbody:** Garrison Bight/Gulf of Mexico

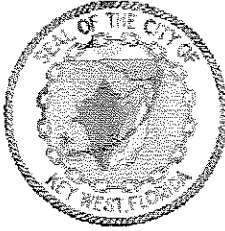
**Waters have been determined to be navigable because:**

- Navigation Study
- Judicial interpretation in a Federal court of law
- Waters subject to the ebb and flow of the tide
- Waters are presently used, or have been used in the past,

or may be susceptible for use to transport interstate or foreign commerce. **Explain:**



**Project Manager:** Isla Turner  
**Date:** August 29, 2012



2012 SEP 10 AM 9:1

2012 SEP 10 AM 9:1  
KEY WEST, FLORIDA

**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #3**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**10 September 2012**

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

- The Bid Form is replaced with the attached
- Attached is the FDEP Permit: Contractors shall comply with this permit and assist the City with all reporting requirements. (Assisting the City with permit reporting requirements shall also apply to the ACOE and NOAA permits)
- No change to the bid due date results from this addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business

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

**BID FORM (ADDENDUM 3)**

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: Replacement of Tarpon Pier

City of Key West Project No.: ITB 12-030

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$200 per day for each day that expires after the time specified for Final completion.

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

ADDENDA

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

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not

transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

#### COMBINED UNIT PRICE AND LUMP SUM WORK

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

#### PERMITS:

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

	Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>					
	Mobilization/staging and Demobilization	1	LS		
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea		
	Reassemble Kingfish Finger piers at end of project	10	ea		
	Demolition of Existing wood and concrete Tarpon Pier	1	LS		
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf		
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf		
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf		
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea		
	Piles 11-14 (24" dia)	4	ea		
	Pile Collars	14	ea		
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea		
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS		
	Electrical System per HSA Plans and Specifications	1	LS		
	Potable Water System per HSA Plans and Specifications	1	LS		
	Sewer System per HSA Plans and Specifications	1	LS		
	Fire System per HSA Plans and Specifications	1	LS		
	As-builts/Product information and Warranty Certificate Binder	1	LS		
	IPE Decking for main Pier	4,350	SF		
				<b>Total Base Bid</b>	
<b>Alternate Bid Item 1 (Finger Piers)</b>					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf		
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea		
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea		
	Piles 11-35 (18" dia)	25	ea		
	Pile Collars (additional)	21	ea		
	Furnish and install accessories (Cleats: Finger piers)	120	ea		
	IPE Decking for Finger Piers	2,000	sf		
	<b>Sub Total Alternate Bid Item 1 (Finger Piers)</b>				
<b>Alternate Bid Item 2 (Work under Addendum 1)</b>					
	Addendum 1 Replacemnet of Bracing Wahoo and Kingfish Piers	92	ea		
	<b>Total Base Bid plus Alternate Bid Item 1 and 2</b>				
<b>Alternate Bid Item 3 (Composite Decking)</b>					
	Furnish Composite Decking (Main Pier)	4,350	sf		
	Furnish Composite Decking (Finger Piers)	2,000	sf		
	<b>Sub Total Alternate Bid Item 3): Indicaate as an Additive or deductive:</b>				
	<b>Total Base Bid plus Alternate Bid Items 1, 2 and 3</b>				



TOTAL LUMP SUM BID (**BASE BID PLUS ALTERNATE BID ITEM 1: FINGER PIERS**)

\_\_\_\_\_ Dollars  
(Amount written in words has precedence)  
and \_\_\_\_\_ Cents

TOTAL :

LUMP SUM BID: (**BASE PLUS ALTERNATE BID ITEM 1: FINGER PIERS**)

\$ \_\_\_\_\_  
(numerals)

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:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

**Surety**

\_\_\_\_\_ whose address is

\_\_\_\_\_  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is \_\_\_\_\_

\_\_\_\_\_ doing business at

\_\_\_\_\_  
Street City State Zip

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

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

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

**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 \_\_\_ day of 20.

(SEAL)

\_\_\_\_\_  
Name of Corporation

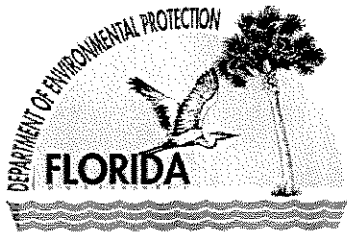
By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

**END OF SECTION**



# Florida Department of Environmental Protection

South District Branch Office  
2796 Overseas Highway, Suite 221  
Marathon, FL 33050

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

## VIA ELECTRONIC MAIL

### **Permittee/Authorized Entity:**

City of Key West  
P.O. Box 6434  
Key West, FL 33041

### **Tarpon Pier replacement**

#### **Authorized Agent:**

Hans Wilson & Associates, Inc.  
1938 Hill Avenue  
Fort Myers, FL 33901

Hans@hanswilson.com; Johanna@hanswilson.com

#### **Environmental Resource Permit**

**State-owned Submerged Lands Authorization –Not Applicable**

**U.S. Army Corps of Engineers Authorization – Separate Corps  
Authorization Required**

Permit No.: 44-0116528-008

**Permit Issuance Date: July 31, 2012**

**Permit Construction Phase Expiration Date: July 31, 2017**

## Environmental Resource Permit

Permittee: City of Key West  
Permit No: 44-0116528-008

### PROJECT LOCATION

The activities authorized by this Permit are located at Garrison Bight City Marina, 1801 N. Roosevelt Boulevard, Key West, in Section 32, Township 67 South, Range 25 East, Monroe County.

### AUTHORIZATIONS

#### Tarpon Pier replacement

##### Project Description

The permittee is authorized to replace a pile-supported pier with a floating dock and finger piers at Tarpon Pier, Garrison Bight, a Class III Waterbody. Authorized activities are depicted on the attached drawings.

To offset unavoidable impacts that will occur from these authorized activities, the permittee shall make a monetary contribution of \$1,056.00 to the Florida Keys National Marine Sanctuary (FKNMS) Coral Nursery Program. A monetary donation to this program is used to support field-based, underwater coral nurseries within the FKNMS in Key West, Florida. Specifically, donations are utilized to directly offset costs associated with maintaining corals that have been rescued from permitted construction sites in a dockside and offshore underwater coral nursery until such time that corals can be directed to beneficial use projects, such as scientific research, education, and reef restoration at vessel grounding sites. Donations to the FKNMS Coral Nursery Program may be made to the National Marine Sanctuary Foundation, a non-profit 501(c)(3) tax-exempt organization, and earmarked for the FKNMS Coral Nursery. A skilled subcontractor, CBE Marine, LLC, manages the coral nursery facilities and is reimbursed for services by the National Marine Sanctuary Foundation's Coral Nursery Program donations. The cost associated with coral propagation and husbandry in the FKNMS Coral Nursery Program has been estimated at \$10,000 per square meter of coral (or \$1/sq. cm. coral) based on a review of coral nursery costs prepared by NOAA economists in 2006. In this case, the \$1,056 donation would provide for the transplantation of 960 sq. cm. of coral (960 sq. cm. @ \$1/sq. cm. + 10% admin. fee).

The project described above may be conducted only in accordance with the terms, conditions and attachments contained in this permit. The issuance of this permit does not infer, nor guarantee, nor imply that future permits or modifications will be granted by the Department.

### Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has reviewed the activity described above and has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, Florida Statutes (F.S.).

### Federal Authorization

A copy of this permit has been sent to the U.S. Army Corps of Engineers (USACE). The USACE may require a separate permit. Failure to obtain any required federal permits prior to construction could subject you to enforcement action by that agency.

### Coastal Zone Management

This permit also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Management Act.

### Water Quality Certification

This permit constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

### Other Authorizations

You are advised that authorizations or permits for this project may be required by other federal, state or local entities including but not limited to local governments and homeowner's associations. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

In addition, you are advised that your project may require additional authorizations or permits from the municipality/county in which the project is located. Please be sure to contact the local county building and environmental department to obtain these required authorizations.

### **PERMIT**

The activities described herein must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these conditions and drawings prior to commencing the authorized activities. Failure to comply with these

conditions, including any mitigation requirements, shall constitute grounds for revocation of the Permit and appropriate enforcement action by the Department.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit/certification/authorization, as specifically described above.

**SPECIFIC CONDITIONS:**

1. The notices required by this permit shall be submitted to the Department's Marathon office at 2796 Overseas Highway, Suite 221, Marathon, FL 33050.
2. **Prior to the start of construction**, the Permittee shall mitigate for unavoidable coral impacts through a monetary contribution of \$1,056.00 (960 cm<sup>2</sup> impact @ \$1/cm<sup>2</sup> + 10% admin fee) to the National Marine Sanctuary Foundation for specified use in the FKNMS Coral Nursery Program. A copy of the receipt and a letter from the Foundation shall be provided to the Department as documentation of payment.
3. All deleterious and non-deleterious material below and surrounding the existing pier that is not encrusted with coral shall be removed and properly disposed of at an approved upland disposal facility, either prior to or in conjunction with construction activities.
4. **Prior to the start of construction**, all corals identified as candidates for temporary relocation or for transfer to the FKNMS Coral Nursery shall be moved from the project site.
5. In order to ensure that the coral relocation and transfer activities are correctly implemented, a qualified biologist shall oversee all aspects of the operation. The biologist must have established experience in successful coral relocation activities.
6. **Prior to the start of construction**, all corals identified as candidates for temporary relocation shall be moved outside the footprint of the construction area to an area of similar water depth and light regime to ensure survival. Care shall be taken during relocation activities to ensure survival. The relocation area shall be void of existing benthic resources. After construction is complete and all turbidity has subsided from permitted activities, the corals shall be replaced as close as practicable to their original location and orientation.
7. The Permittee shall provide notification to the Department within 24 hours after the initial coral relocation to their temporary site and within 24 hours after replacement to their original location.

8. **Prior to construction**, all corals within the project footprint and a 20' buffer zone beyond the footprint that cannot be temporarily relocated or transferred to the Coral Nursery shall be marked. The markers shall remain in place for the duration of construction. Marked corals shall be avoided during all construction activities, including, but not limited to, pile driving, barge spudding, and construction vessel anchoring.
9. The Permittee shall avoid temporary or permanent impacts to the surrounding seagrass bed(s) during construction.
10. **Within 60 days of construction completion**, the Permittee shall provide the Department a copy of the coral relocation and benthic survey reports required by Special Conditions #9 & 10 the FKNMS permit #2012-103.
11. The Permittee shall coordinate with the FKNMS Permit Coordinator on all aspects of the project.
12. The limited, vertical trimming of mangroves within Slip #1 is authorized by this permit to provide clearance for the navigation of watercraft. The trimming shall be limited to those portions of branches or trunks of mangroves which extend into the navigation channel beyond a vertical plane of the most waterward prop root or root system. No herbicide or other chemical shall be used for the purpose of removing leaves of a mangrove. Trimming must be conducted in stages so that no more than 25 percent of the foliage is removed annually. The trimmed material shall be disposed of at an approved upland facility. The configuration of the mangroves trimmed may be maintained under Section 403.9326(1)(d), F.S. The defoliation, removal or destruction of mangroves is strictly prohibited by this permit.
13. Best management practices (primarily turbidity screens) for erosion and turbidity control shall be implemented and maintained at all times during construction and operation of the permitted activity to prevent siltation and turbid discharges in excess of State water standards pursuant to Rule 62-302, F.A.C. The Permittee shall be responsible for ensuring that erosion and turbidity control devices and procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.
14. The project shall comply with applicable State Water Quality Standards of Chapters 62-302 and 62-4, F.A.C., namely:
  - 62-302.500 - Minimum Criteria for All Waters at All Times and All Places
  - 62-302.530 - Surface Water Quality Criteria



15. In the event discrepancies exist between the permit drawings and the Specific Conditions of this permit, the Specific Conditions shall prevail.

#### GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and a violation of Part IV of Chapter 373, (F.S.).

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by the Department staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violations of state water quality standards. Temporary erosion control shall be implemented prior to and during construction and permanent control measures shall be completed within seven (7) days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving water-body exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter Six of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter, the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the Department of the anticipated construction start date within thirty (30) days of the date that this permit is issued. **At least forty-eight (48) hours prior** to commencement of the activity authorized by this permit, the permittee shall submit to the Department an "Environmental Resource Permit Construction Commencement" notice (Form No. 62-343.900(3), Florida Administrative Code (F.A.C.)) indicating the actual start date and expected completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the Department on an annual basis utilizing an

"Annual Status Report Form" (Form No. 62-343.900(4), F.A.C.). Status Report Forms shall be submitted the following June of each year.

6. **Within thirty (30) days after completion of construction** of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law utilizing the supplied "Environmental Resource Permit As-Built Certification by a Registered Professional" (Form No. 62-343.900(5), F.A.C.). The Statement of completion and certification shall be based on on-site observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the Department that the system is ready for inspection. Additionally, if deviations from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations note. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.

7. The operation phase of this permit shall not become effective; until the permittee has complied with the requirements of condition number six (6) above, has submitted a **"Request for Transfer of Environmental Resource Permit Construction Phase to Operation Phase"** (Form 62-343.900(7), F.A.C.); the Department determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the Department in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications Within the South Florida Water Management District— August 1995, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the Department, the permittee shall initiate transfer of permit to the approved responsible operation entity if different from the permittee. Until the permit is transferred pursuant to Rule 62-343.110(1) (d), F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the Department along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications Within the South Florida Water Management District— August 1995, prior to lot or unit sales or prior to lot or unit sales or prior to the completion of the system, whichever occurs first. Other documents concerning the establishment and authority of the operation entity must be filed with the Secretary of State where appropriate. For those systems which are proposed to be maintained by the county or municipal entities, final operation and maintenance documents must be received by the Department when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the Department in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C.

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorization from the Board of Trustees prior to commencing activity on sovereignty lands or other state owned lands.

13. The permittee is advised that the rules of the South Florida Water Management District require the permittee to obtain a water use permit from the South Florida Water management District prior to construction dewatering, unless the work qualifies for a general permit pursuant to Rule 40E-20.302(4), F.A.C., also known as the "No Notice" rule.

14. The permittee shall hold and save the Department harmless from any and all damages, claims or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by this permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the Department in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 62-343.130, F.A.C. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, Department authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate Department office.

19. The permittee shall immediately notify the Department in writing of and previously submitted information that is later discovered to be inaccurate.

## **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

Permittee: City of Key West - Tarpon Pier  
Permit No: 44-0116528-008  
Page 9 of 12

Permit Expiration: July 31, 2017

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action; and

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the permittee at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the permittee must be filed with 21 days of receipt of this written notice. Petitions filed by any persons other than the permittee, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition with 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

#### Extension of Time

Permittee: City of Key West - Tarpon Pier  
Permit No: 44-0116528-008  
Page 10 of 12

Permit Expiration: July 31, 2017

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The permittee, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Judicial Review

Any party to this action has the right to seek judicial review pursuant to section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal.

[this portion intentionally left blank]

The Notice of Appeal must be filed with 30 days from the date this action is filed with the Clerk of the Department.

Executed in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

---

Jon M. Iglehart  
District Director  
South District Office

JMI/ch

**Attachments:**

Project Drawings, 8 pages

Commencement notice /62-343.900(3)\*

Annual status report/62-343.900(4)\*

As-built certification/62-343.900(5)\*

Inspection certification/62-343.900(6)\*

Transfer construction to operation phase/ 62-343.900(7)\*

Application for transfer of an ERP permit/62-343.900(8)\*

\*Can be downloaded at: <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm>

**Copies furnished to:**

U.S. Army Corps of Engineers, Miami

Florida Fish and Wildlife Conservation Commission

Monroe County Property Appraiser (electronically)

Florida Keys National Marine Sanctuary (electronically)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization, including all copies, were mailed before the close of business on \_\_\_\_\_, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

---

Clerk

Date

Permittee: City of Key West – Tarpon Pier

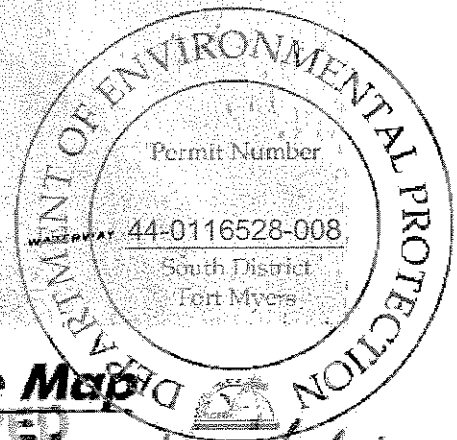
Permit No: 44-0116528-008

Page 12 of 12

Permit Expiration: July 31, 2017

SECTION: 32  
 TOWNSHIP: 67 S.  
 RANGE: 25 E.  
 LATITUDE: 24° 33' 36"  
 LONGITUDE: 81° 47' 01"

0' 1500' 3000'  
 SCALE FEET



**U.S.G.S. Quadrangle Map**

SCALE: 1" = 3,000 FEET


RECEIVED

FEB 07 2012

D.E.P. Marathon

*Hans Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 38680  
 DATE: February 04, 2012 3:46:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

PERMIT USE ONLY, NOT FOR CONSTRUCTION

 <b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET
	JWB		1/8



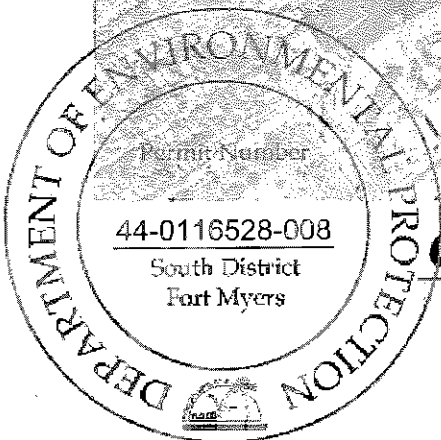
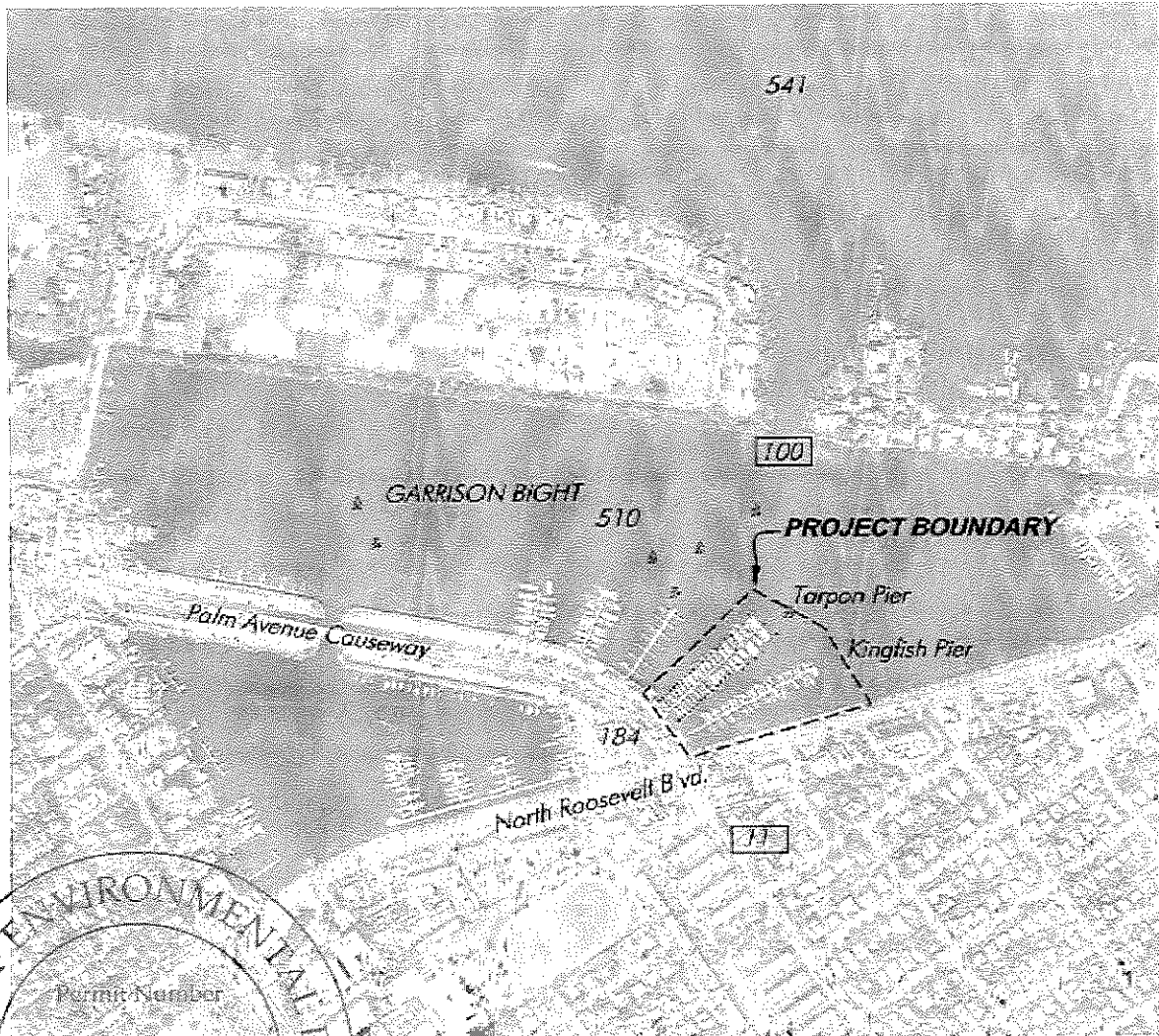
SECTION: 32  
 TOWNSHIP: 67 S.  
 RANGE: 25 E.  
 LATITUDE: 24° 33' 36"  
 LONGITUDE: 81° 47' 01"

FLUCFCS Codes  
 184 - Marinas  
 510 - Streams and Waterways  
 541 - Embayments

0' 300' 600'  
 SCALE FEET

Soil Codes  
 77 - Urban Land  
 100 - Waters of the Atlantic Ocean

**2009 Monroe County Aerial**



**Overall Aerial Plan**

SCALE: 1" = 600'

RECEIVED  
 FEB 07 2012

D.E.P. Marathon

*Hans Wilson*  
**HANS J.M. WILSON**

REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 04, 2012 3:46:34 p.m.  
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PERMIT USE ONLY, NOT FOR CONSTRUCTION

**HANS WILSON & ASSOC., INC.**  
 193B Hill Ave. Ft. Myers, Florida 33901  
 Tel: 239-334-6870 Fax: 239-334-7810  
 MARINE and ENVIRONMENTAL CONSULTANTS

2-4-12

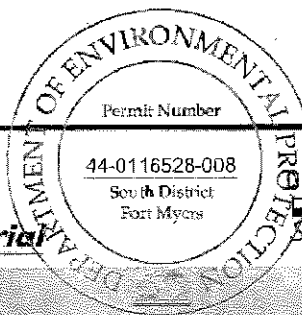
hjmw

City of Key West

SHEET

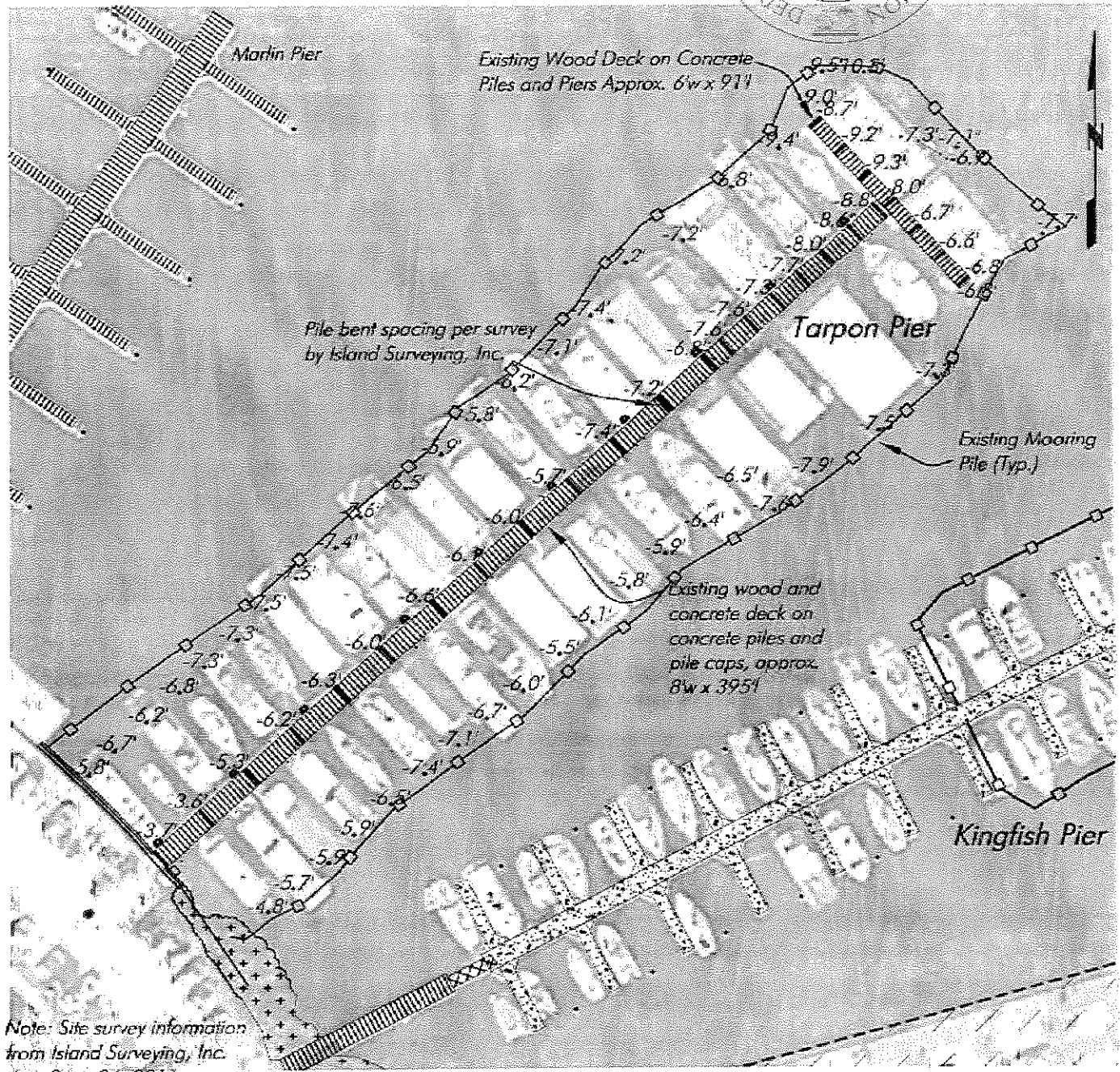
2/0

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.



**2009 Monroe County Aerial**

30 60  
 SCALE FEET



Note: Site survey information from Island Surveying, Inc. date Sept, 26, 2011.

**Existing Site Plan**

SCALE RECEIVED


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D.E.P. Marathon

*Hans Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 04, 2012 3:46:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

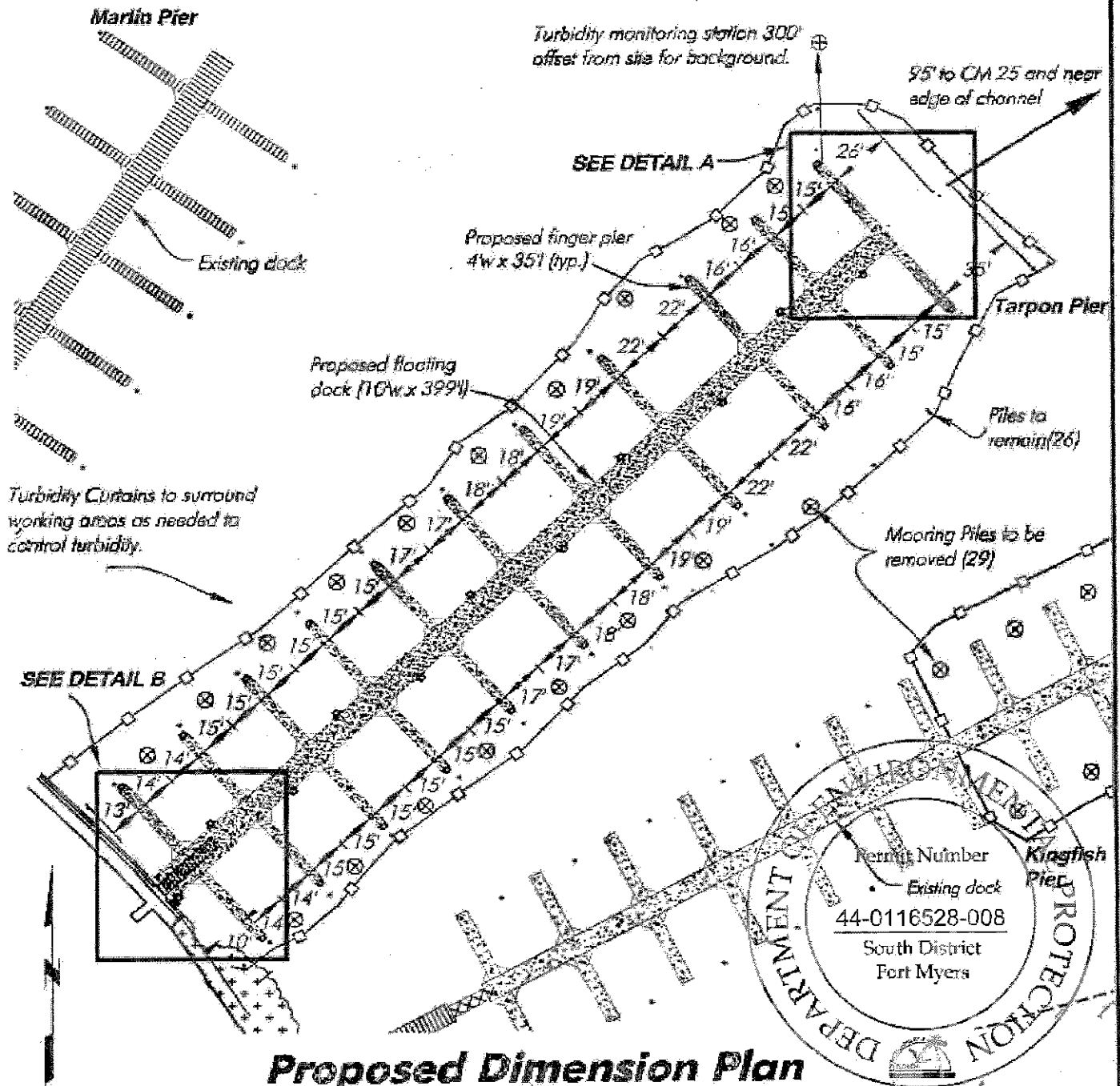
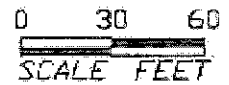
Note: Bathymetric Survey completed by Hans Wilson & Assoc. Inc. September 28, 2011. All depths reference Mean Low Water per DEP Tide Station 872-4542. Mean High Water el. -0.23' NAVD 88; Mean Low Water @ -1.24' NAVD 88.

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 <b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Mill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET 3/8
	JJB		

SECTION: 32  
 TOWNSHIP: 67 S.  
 RANGE: 25 E.

Note: Values shown in slips are clear space between  
 finger piers, equally divided to create the slip width.



**Proposed Dimension Plan**

SCALE: 1" = 60'

Note: Site Survey information from Island  
 Surveying Inc., dated 9/26/11

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RECEIVED

FEB 07 2012

D.E.P. Marathon

*Hans Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 06, 2012 3:45:34 p.m.  
 Drawing: KEYWESTMASTER.DWG



**HANS WILSON & ASSOC., INC.**  
 1938 Hill Ave. Ft. Myers, Florida 33901  
 Tel: 239-334-6870 Fax: 239-334-7810  
 MARINE and ENVIRONMENTAL CONSULTANTS

2-4-12

JJB

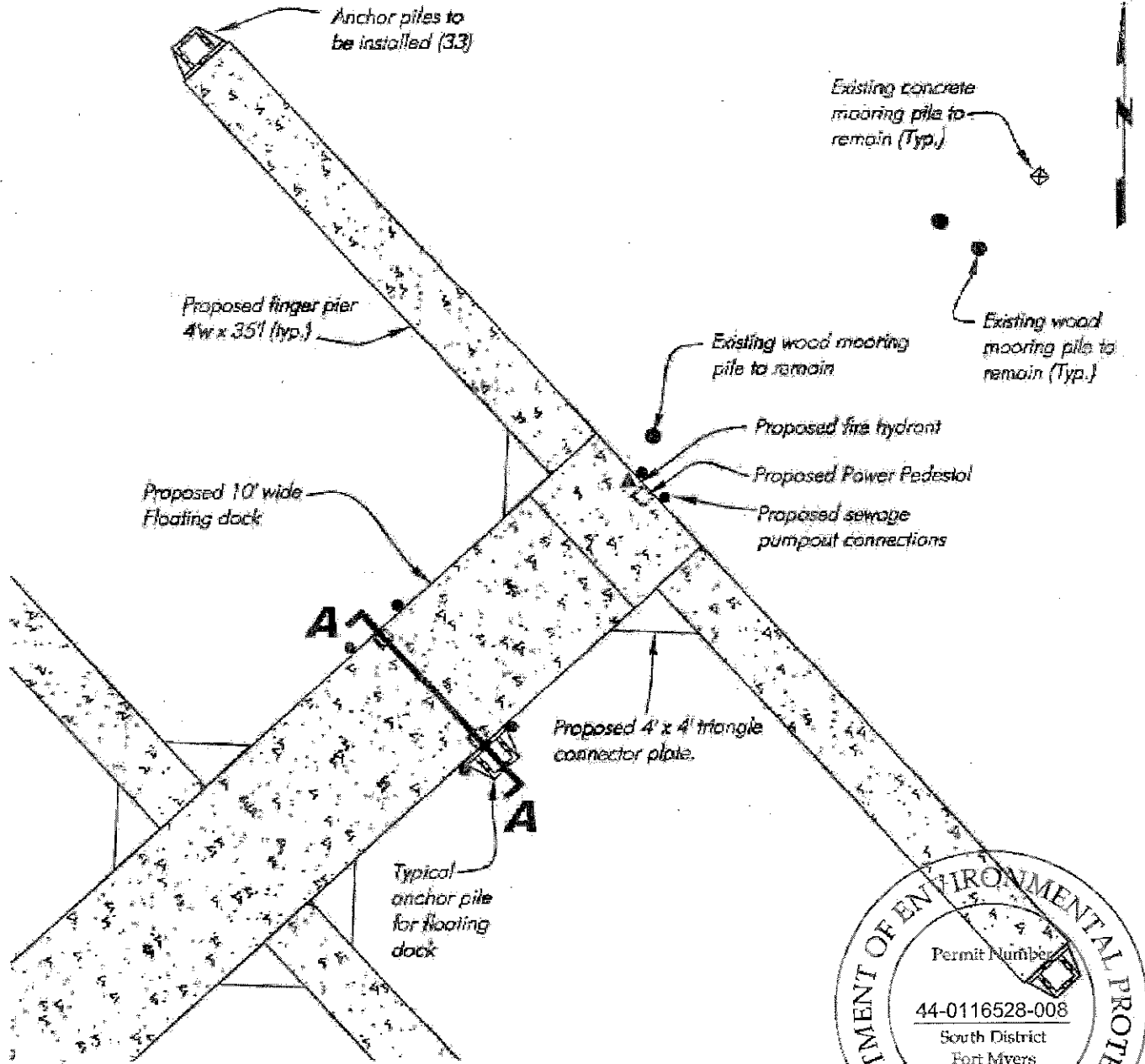
City of Key West

SHEET

4/8

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.

0'      5'      10'  
 SCALE FEET

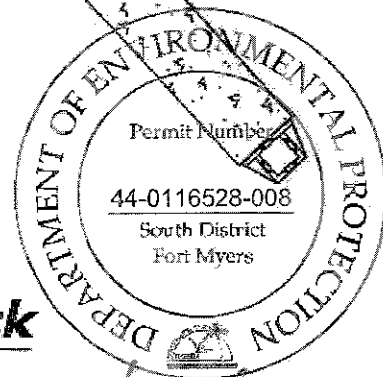


**Detail A - Proposed Dock**

SCALE: RECEIVED

FEB 07 2012


D.E.P. Marathon



*Hans Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 36680  
 DATE: February 04, 2012 3:46:24 p.m.  
 Drawing: KEYWESTMASTER.DWG

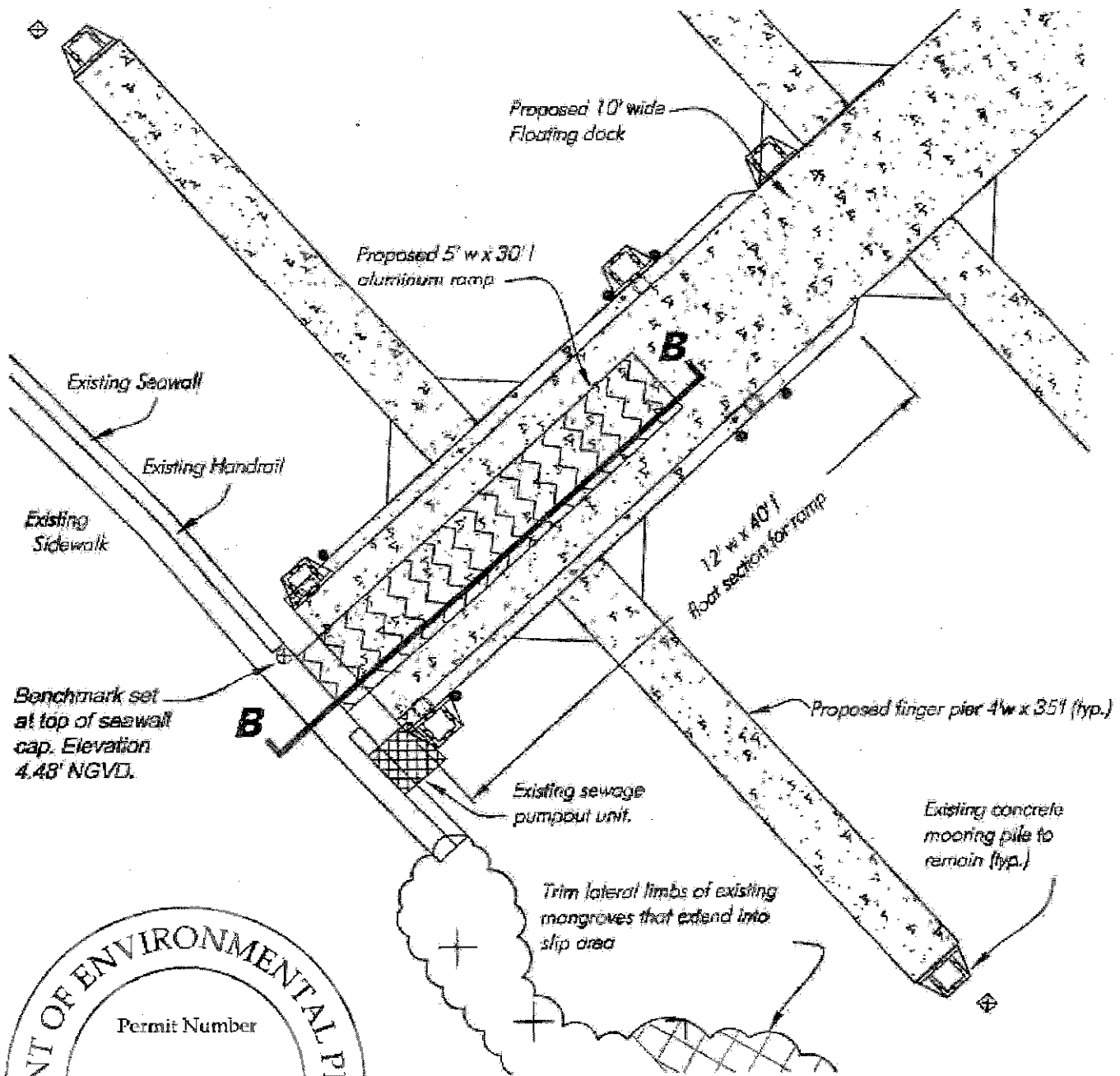
Note: Site Survey information from Island Surveying Inc., dated 9/26/11

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 <b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET
	JJB		5/8

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.

0'      5'      10'  
 SCALE FEET



**Detail B - Proposed Dock**

SCALE: 1" = 10'

RECEIVED  
 FEB 07 2012

*Hans Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 04, 2012 3:46:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Permit Number  
 44-0116528-008  
 South District  
 Fort Myers

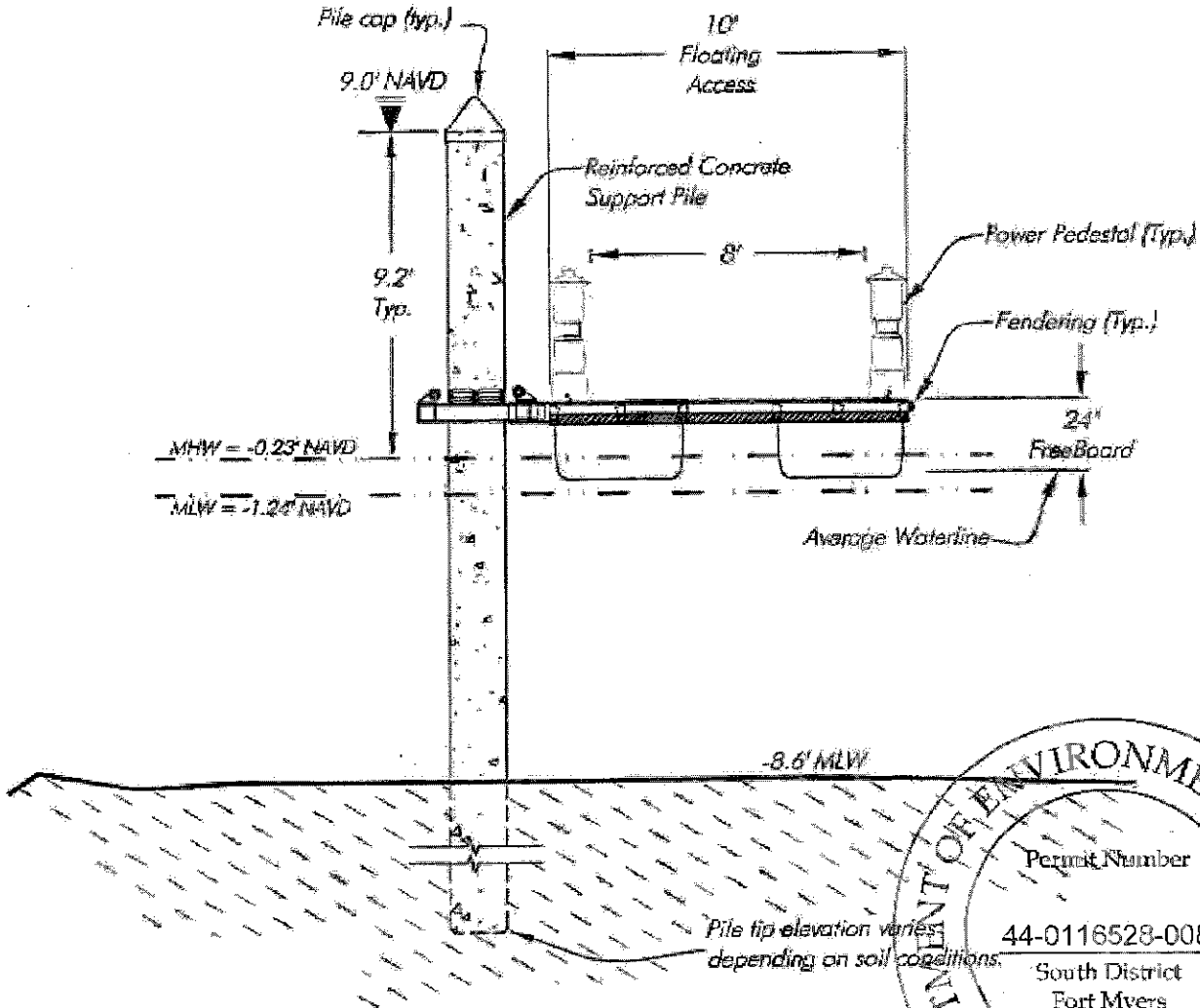
PERMIT USE ONLY, NOT FOR CONSTRUCTION      D.E.P. Marathon

<b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET 4/8
	LIB		

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 87 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.

0      2.5      5  
 SCALE FEET

Note: All depths reference Mean Low Water per DEP Tide Station 872-4542.  
 Mean High Water el. -0.23' NAVD 88; Mean Low Water @ -1.24' NAVD 88.



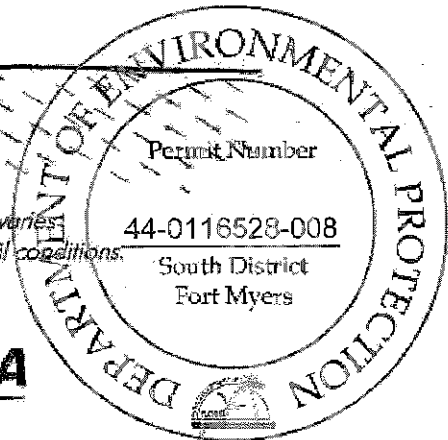
**Cross Section A-A**

SCALE: 1" = 5'

RECEIVED

FEB 07 2012


D.E.P. Marathon



*Hans J.M. Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39680  
 DATE: February 04, 2012 3:45:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

Note: Site Survey information from Island Surveying Inc., dated 9/26/11

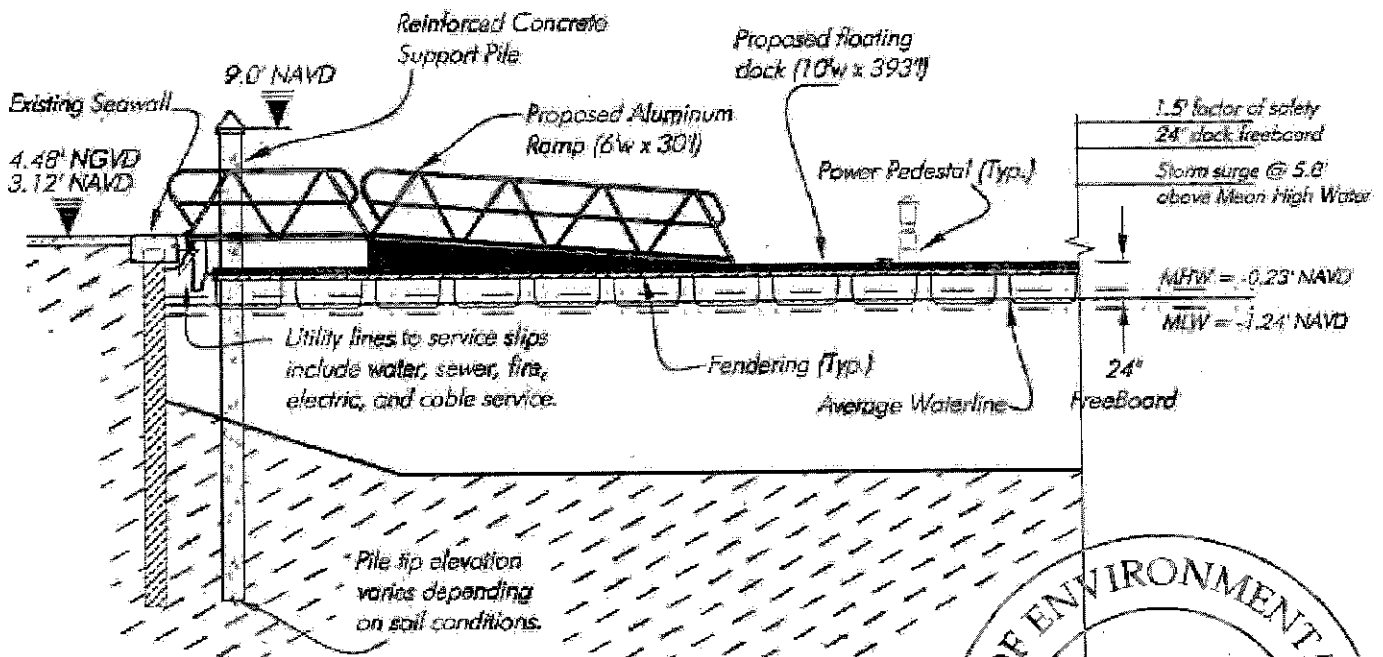
PERMIT USE ONLY, NOT FOR CONSTRUCTION

 <b>HANS WILSON &amp; ASSOC., INC.</b> 1938 Hill Ave. Ft. Myers, Florida 33901 Tel: 239-334-6870 Fax: 239-334-7810 MARINE and ENVIRONMENTAL CONSULTANTS	2-4-12	City of Key West	SHEET 7/8
	JJB		

SECTION: 32      LATITUDE: 24° 33' 36"  
 TOWNSHIP: 67 S.      LONGITUDE: 81° 47' 01"  
 RANGE: 25 E.



Note: Ramp design conceptual only. Refer to in field construction of access ramp to Martin Dock for concise example.

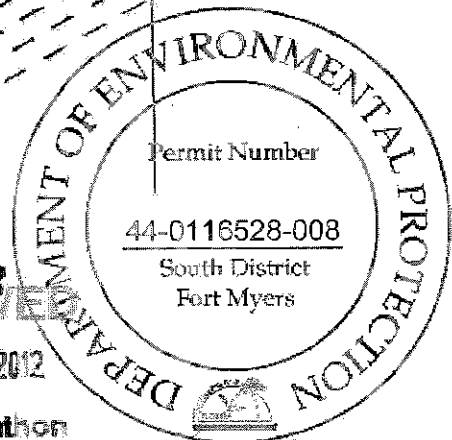


**Cross Section B-B**

SCALE: 1" = 10'

FEB 07 2012

D.E.F. Marathon



Note: All depths reference Mean Low Water per DEP Tide Station 872-4542. Mean High Water el. -0.23' NAVD 88; Mean Low Water @ -1.24' NAVD 88.

Note: Site Survey information from Island Surveying Inc., dated 9/26/11

*Hans Wilson*  
**HANS J.M. WILSON**  
 REGISTERED PROFESSIONAL ENGINEER  
 FLORIDA REGISTRATION NO. 39580  
 DATE: February 04, 2012 3:45:34 p.m.  
 Drawing: KEYWESTMASTER.DWG

**PERMIT USE ONLY, NOT FOR CONSTRUCTION**



**HANS WILSON & ASSOC., INC.**  
 1938 Hill Ave. Ft. Myers, Florida 33901  
 Tel: 239-334-6870 Fax: 239-334-7810  
 MARINE and ENVIRONMENTAL CONSULTANTS

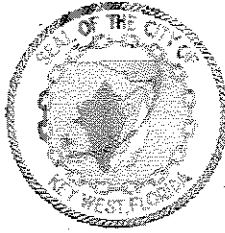
2-4-12

JLB

City of Key West

SHEET

3/8



2012 SEP 18 PM 12:03

KEY WEST, FLORIDA

**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #4**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**14 September 2012**

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

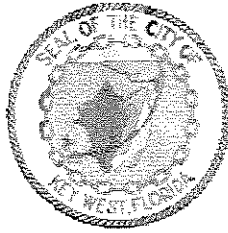
- Clarification: Sheet 6/9 Hans Wilson & Assoc. Plans. Note on right side of sheet states that the piles to remain are "18" sq mooring piles". Existing piles to remain are 12" square.
- Clarification TS-6.0: After the epoxy coating has cured per the manufacturers specifications, the epoxy coating pile shall be painted with two coats of a Two-Part Linear Polyurethane (PL) Coat with gray pigmentation from the Mean High Water mark to the top of the pile.
- Domestically Produced Seamless Steel Piling: In the event that the contractor can provide documentation that domestically produced pilings are not available, the City will consider other sources in compliance with Supplementary Condition 6.03.D.2
- Clarification: A portion of Addendum 2 provided clarification on Insurance. Delete this paragraph in addendum 2 and note the following:
  - That Contractors shall provide insurance that complies with the requirements of Paragraph 5.04 of the Supplementary Conditions
  - That additional endorsements covering requirements by USLH and Jones acts shall be provided. Specifically
    1. Longshore and Harbor Workers' Compensation Act Coverage Endorsement (WC 00 01 06 A)
    2. Maritime Coverage Endorsement (WC 00 02 01 A)
- No Change to the Bid Due Date is a result of this Addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business





2012 SEP 18 PM 12:03  
KEY WEST, FLORIDA

**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #5**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**17 September 2012**

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

- The bid due date is changed to 26 September at 3pm

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business



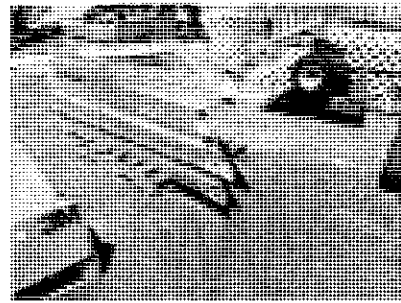
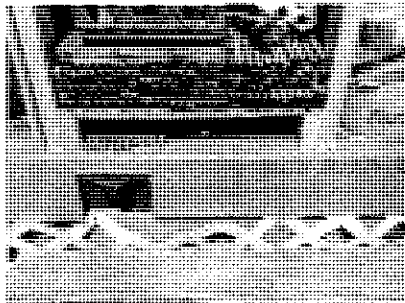
2012 SEP 19 PM 1:19  
CITY OF KEY WEST  
KEY WEST, FLORIDA

**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #6**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**18 September 2012**

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

- TS-6.2 Anchor piles will be tubular steel pipe, minimum ASTM A252 Grade 3 (modified 50 ksi minimum yield), welded or seamless (no spiral weld allowed).
- CITY SUPPLIED MATERIAL The city shall provide the contractor the following materials to be incorporated into this project (Reference Addendum 1: Bracing).
  - 150 each stainless steel 8'-0 1/2" threaded rods/nuts and bolts to be used on the bracing replacement portion of this work. All additional rods required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.
  - 10 Each hot dipped galvanized braces. All additional braces required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.



- Indemnification form: The attached indemnification forms replaces the form in section 43-18-1
- Supplementary Conditions Article 5.04G. Replace the *Indemnification Agreement* with the following:

*The contractor shall indemnify and hold harmless the City of Key West, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable*

*attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.*

*These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.*

*The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.*

*The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.*

All Bidders shall acknowledge receipt and acceptance of this Addendum No 6 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business

**CITY OF KEY WEST INDEMNIFICATION FORM**

The contractor shall indemnify and hold harmless the City of Key West, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.

Contractor Name: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_