

Invitation to Bid

For

Piling Replacement / H2 Dock Extension / Cantilever
Walkway Repair – Key West Bight Marina

CITY OF KEY WEST

ITB No. 25 – 008



Due Date:
April 30, 2025

Mayor, Danise Henriquez

Brian L. Barroso, City Manager

Key West City Commissioners

Commissioner, Monica Haskell, District 1

Commissioner, Lissette Carey, District 4

Commissioner, Samiel Kaufman, District 2

Commissioner, Mary Lou Hoover, District 5

Commissioner, Donie Lee, District 3

Commissioner, Aaron Castillo, District 6

Prepared by:
Tetra Tech, Inc.
Port and Marine Services



Invitation to Bid
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number: ITB 25-008

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

Description: The project consists of wood dock repair and piling replacement within the Key West Historic Seaport. Work will include piling replacement, dock repairs including horizontal and diagonal cross-members, bents and joists and replacement stainless steel hardware described in the Scope of Work.

Contact: Karen Olson, Deputy Director
Phone: (305) 809-3803
Email: kolson@cityofkeywest-fl.gov

Issue Date: March 2025

Mail or Deliver Responses To: City Clerk
City of Key West
1300 White Street
Key West, FL 33040

Clarification Submittal Deadline: April 18, 2025, EOB LOCAL TIME

Responses Deadline Date: April 30, 2025, 3 P.M. LOCAL TIME
Mandatory Pre-Bid Meeting: April 15, 2025, 2:30 P.M. LOCAL TIME
Tentative Award Date: June 2025

BID DOCUMENTS CONSISTING OF:
PROCUREMENT REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
SPECIFICATIONS
SUPPLEMENTAL INFORMATION
DRAWINGS

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PART 1
PROCUREMENT REQUIREMENTS

INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) “**PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA,**” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on the **30th day of April 2025**, 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 bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “**ITB #25-008 PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**” addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for wood dock repair and piling replacement within the Key West Historic Seaport. Work will include piling replacement, dock repairs including horizontal and diagonal cross-members, bents and joists and replacement stainless steel hardware per the Scope of Work.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A **Mandatory pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on **April 15, 2025, at 2:30 p.m.**

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 they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. City of Key West Business Tax License Receipt

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 CRA 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 CRA to evaluate the Bidder's qualifications.

The CRA hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

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

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

The CRA retains the right to award bid to the bidder that best meets the needs of the City.

* * * * *

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

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (**at least 12 calendar days prior to Bid opening (April 18, 2025, EOB)**) 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 Bids or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CRA. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally, all proposers must meet the minimum qualifications as described in Required Qualifications section.

4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer 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, permits, fees, and similar subjects.

5. TYPE OF BID

UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the

measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 14).

6. PREPARATION OF BIDS

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 both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the 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. 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.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in 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 site construction and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State of Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.

4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

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

D. ATTACHMENTS

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

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification
7. Non-Collusion Affidavit
8. Vendor Certification for Scrutinized Companies List
9. Non-Coercive Conduit Affidavit
10. The City of Key West E-Verify Affidavit
11. Proof of Required Insurance

E. CITY OF KEY WEST LICENSE REQUIRED

Contractor is required to have a Certified or Registered General Contractors City of Key West license. License fees not to exceed \$410.00. License shall be obtained within ten (10) days of Notice of Award.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, 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. SUBMISSION OF BID

All BIDS must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BID

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.

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

The Award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. The Owner may award entire Bid or selected line items based on the CRA's best interest and available funds a time of Award.

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids. Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

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

C. POWER-OF-ATTORNEY

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH 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 CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract 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. 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 only be allowed in accordance with the provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be one hundred twenty (120) calendar days.

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

20. 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 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.

21. SALES AND USE TAXES

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

* * * * *

BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

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

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

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

Company Name: Professional Marine Construction Company

Contact Name & Telephone #: 305 619 -5086

Email Address: Professionalmarinecc@gmail.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

1.0 GENERAL INSURANCE REQUIREMENTS:

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

- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal

property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 The Contractor shall provide the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

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

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

Jones Act Coverage shall be maintained by the Contractor that will respond to claims filed under the federal Jones Act (46 U.S.C.A. sub-section 688). The limits of such coverage shall not be less than \$1,000,000.

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

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

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
--	---

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

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

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

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

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

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
--	--

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

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

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

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

SURETY AND INSURER QUALIFICATIONS

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

CONTRACT EXECUTION

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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

LIQUIDATED DAMAGES

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

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

ADDENDA

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

SALES AND USE TAXES

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

UNIT PRICE WORK ITEMS

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

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

* * * * *

BID SCHEDULE

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

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

UNIT PRICE BID

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

1. Mobilization, General/Supp Conditions and Demobilization

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	
a. Mobilization	1	Each	\$ <u>28,600.00</u>	
b. General/Supp. Conditions	1	Each	\$ <u>108,715.73</u>	
c. Demobilization	1	Each	\$ <u>20,000.00</u>	
1 LS (10% of Construction Cost Max (a + b + c)			TOTAL	\$ <u>157,315.73</u>

2. Payment and Performance Bonds

<u>QTY</u>	<u>UNIT</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>66,354.72</u>

3. Permit Fees (to be paid at cost)

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

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

<u>LENGTH</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
10'L	20	Each	\$ <u>550.00</u>	\$ <u>11,000.00</u>
12'L	74	Each	\$ <u>600.00</u>	\$ <u>44,400.00</u>
15'L	3	Each	\$ <u>650.00</u>	\$ <u>1,950.00</u>
TOTAL				\$ <u>57,350.00</u>

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

<u>LENGTH</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
10'L	1	Each	\$ <u>400.00</u>	\$ <u>400.00</u>
12'L	13	Each	\$ <u>450.00</u>	\$ <u>5,850.00</u>
15'L	25	Each	\$ <u>500.00</u>	\$ <u>12,500.00</u>
TOTAL				\$ <u>18,750.00</u>

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
396	EA	\$ <u>150.00</u>	\$ <u>59,400.00</u>

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
792	EA	\$ <u>5.00</u>	\$ <u>3,960.00</u>

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
143	EA	\$ <u>7807.11</u>	\$ <u>1,116,415.30</u>

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
143	EA	\$ <u>100.00</u>	\$ <u>14,300.00</u>

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>

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

<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>SUBTOTAL</u>
1	LS	\$ <u>68,000.00</u>	\$ <u>68,000.00</u>

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

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

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

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

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 14

\$ 1,796,827.75

ONE MILLION
SEVEN HUNDRED AND NINETY SIX THOUSAND

EIGHT HUNDRED AND TWENTY SEVEN Dollars & SEVENTY SEVE Cents
(amount written in words)

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

Line Items 1-14 Self perform \$1,796,827.75

Pile and Size McGraphics Testing Performed by Others.

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:

PILE & SEISMIC TESTING

Portion of Work

TBA

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

Old Republic Surety Company whose address is
13700 Six Mile Cypress Pkwy Suite 1, Fort Myers, FL, 33912
Street City State Zip
239.340.9411 Jeffrey S. Schorle
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Matthew Wadsworth

Professional Marine Construction Company doing business
at

24989 Hunt Lane, Summerland, FL, 33042
Street City State Zip

Professionalmarinecc@gmail.com
email address

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

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

Name	Title
<u>Matthew Wadsworth</u>	<u>President</u>
<u>David Steinmeyer</u>	<u>Vice President</u>
<u></u>	<u></u>
<u></u>	<u></u>

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 30th day of April 2025.

(SEAL)

Professional Marine Construction Company

Name of Corporation

By Matthew Wadsworth



Title President

Attest _____

Secretary

EXPERIENCE OF BIDDER

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

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

Coconut Mallory Marina : Association rep Dave Smith
(40) replaced marina pils & repaired piers \$62,100 920-362-7977

D'Asign Source : 512 12th St marathon Jessica: 305-743-7130
Seawall, pier, two boat lifts \$212,000 ~~Wesley~~ engineering: rapid 305-916-1400

GSCC: Paul Copley - 27418 Jamaica Ln Rumrod
Trueline Seawall + (2) Boat lifts \$150,600 Merlin: 305-916-1645
Will Campbell engineering: 305-735-4626

Isaac Bixler: 43 Mirra Big Coppitt
Trueline Seawall \$147,000 Merlin: 305-916-1645

Mark Noah: 1537 Long Reach Rd BPK Mark: 404-822-1032
Glen Bae engineering: 305-743-9121 155' Observation plat \$14,000

Thomas parks: 443 Les Rhodos Rumrod Tom: 305-772-8110
Observation pier \$47,280 Glen Bae: 305-743-9121

PROFESSIONAL MARINE CONSTRUCT CO IN - ENGI1319C

19101152	327 SAWYER DR	DOCK/SEAWALL REPAIR	04-17-2019	CLOSED	GC
19101832	134 CUTTHROAT DR	DOCK/SEAWALL REPAIR	06-03-2019	CLOSED	GC
19103642	638 E CARIBBEAN DR	DOCK/SEAWALL REPAIR	12-30-2019	CLOSED	GC
19104305	27338 ST VINCENT	DOCK/SEAWALL REPAIR	01-08-2020	CLOSED	GC
20101245	27339 ST VINCENT LANE	DOCK/SEAWALL REPAIR	06-26-2020	CLOSED	GC
20102855	25642 WEST CAHILL CT	DOCK/SEAWALL REPAIR	01-05-2021	CLOSED	GC
21101679	181 PIRATES RD	DOCK/SEAWALL REPAIR	09-27-2021	CLOSED	GC
19100414	29517 FLYING CLOUD AVE	DOCK/SEAWALL REPAIR	08-05-2019	EXPIRED	SUB
19100692	865 E SHORE DR	DOCK/SEAWALL REPAIR	10-21-2019	EXPIRED	GC
19100692	865 E SHORE DR	DOCK/SEAWALL REPAIR	10-21-2019	EXPIRED	SUB
19102655	22880 BLACKBEARD LN	DOCK/DOCKING FACILITY	03-04-2020	CLOSED	GC
19103679	113 GALLEON LN	DOCK/DOCKING FACILITY	01-28-2020	CLOSED	GC
19104146	311 CORAL DRIVE	DOCK/DOCKING FACILITY	02-04-2020	CLOSED	GC
19104286	17176 ALLAMANDA DR W	DOCK/DOCKING FACILITY	03-18-2020	CLOSED	SUB
20100014	17235 GREEN TURTLE LANE	DOCK/DOCKING FACILITY	03-18-2020	CLOSED	GC
20100028	339 LA FITTE RD	DOCK/DOCKING FACILITY	03-18-2020	CLOSED	GC
20100820	22933 ANNE BONNY LN	DOCK/DOCKING FACILITY	05-07-2020	CLOSED	SUB
20100851	22896 JOLLY ROGER DR	DOCK/DOCKING FACILITY	06-05-2020	CLOSED	GC
20100855	22892 JOLLY ROGER DR	DOCK/DOCKING FACILITY	06-05-2020	CLOSED	GC
20101012	31227 HOLLERICH DR	DOCK/DOCKING FACILITY	07-14-2020	CLOSED	SUB
20101334	267 LA FITTE RD	DOCK/DOCKING FACILITY	08-19-2020	CLOSED	SUB
20101652	29565 FORRESTAL AVE	DOCK/DOCKING FACILITY	08-03-2020	CLOSED	GC
20101667	17023 ALLAMANDA DR	DOCK/DOCKING FACILITY	09-14-2020	CLOSED	SUB
20102183	27365 BARBUDA LN	DOCK/DOCKING FACILITY	11-03-2020	CLOSED	SUB
20102595	513 INDIES DR	DOCK/DOCKING FACILITY	10-21-2020	CLOSED	SUB
20102933	551 W POINT DR	DOCK/DOCKING FACILITY	12-07-2020	CLOSED	SUB
20103098	27356 CAYMAN LN	DOCK/DOCKING FACILITY	03-17-2021	CLOSED	GC
20103218	995 INDIES DRIVE	DOCK/DOCKING FACILITY	02-09-2021	CLOSED	GC

PROFESSIONAL MARINE CONSTRUCT CO IN - ENGI1319C

20101244	29231 CYPRESS DR	BOAT DAVITS-LIFTS	06-26-2020	CLOSED	GC
20101299	21 DRIFTWOOD DR	BOAT DAVITS-LIFTS	07-09-2020	CLOSED	GC
20101343	27321 W INDIES DR	BOAT DAVITS-LIFTS	07-07-2020	CLOSED	GC
20101571	1335 OCEAN DR	BOAT DAVITS-LIFTS	10-26-2020	CLOSED	GC
20101574	29557 FORRESTAL AVE	BOAT DAVITS-LIFTS	07-28-2020	CLOSED	GC
20101653	23057 SAILFISH LN	BOAT DAVITS-LIFTS	08-03-2020	CLOSED	GC
20101744	1665 NARCISSUS AVE	BOAT DAVITS-LIFTS	08-06-2020	CLOSED	GC
20101745	27342 ST MARTIN LN	BOAT DAVITS-LIFTS	08-06-2020	CLOSED	GC
20101746	14 AQUAMARINE DR	BOAT DAVITS-LIFTS	08-06-2020	CLOSED	GC
20101805	17446 JAMAICA LN	BOAT DAVITS-LIFTS	09-15-2020	CLOSED	SUB
20101825	23059 BONITA LN	BOAT DAVITS-LIFTS	08-10-2020	CLOSED	GC
20101826	695 CANDICE AVE	BOAT DAVITS-LIFTS	08-28-2020	CLOSED	GC
20101867	27428 HAITI LN	BOAT DAVITS-LIFTS	08-14-2020	CLOSED	GC
20101924	3746 PARK AVE.	BOAT DAVITS-LIFTS	08-28-2020	CLOSED	GC
20101925	423 INDIES DR	BOAT DAVITS-LIFTS	08-28-2020	CLOSED	GC
20101926	12 AQUAMARINE DR	BOAT DAVITS-LIFTS	08-28-2020	CLOSED	GC
20102189	568 POWELL AVE	BOAT DAVITS-LIFTS	09-17-2020	CLOSED	GC
20102192	413 CARIBBEAN DR	BOAT DAVITS-LIFTS	09-25-2020	CLOSED	GC

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ 1,796,827.75

KNOW ALL MEN BY THESE PRESENTS, that Professional Marine Construction Co. hereinafter called the PRINCIPAL, and Old Republic Surety Company a corporation duly organized under the laws of the State of Florida having its principal place of business at PO Box 1635 Milwaukee, WI 53201 in the State of Wisconsin, and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto _____ hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of \$ One million, seven hundred ninety-six thousand, eight hundred twenty-seven and seventy-five cents DOLLARS (\$ 1,796,827.75) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

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

ITB #25-008

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

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

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

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

Signed and sealed this 30th day of April, 2025.

By [Signature]
PRINCIPAL

Old Republic Surety Company

SURETY

By [Signature]
Attorney-In-Fact



State of FL County of Monroe

Subscribed and sworn to (or affirmed) before me on this

30th day of April, 2025 by

Matthew Wadsworth proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature [Signature]





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KAREN C. GROSS, JEFFREY ALAN WILLIAMS, OF FORT MYERS, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of MARCH, 2025.

OLD REPUBLIC SURETY COMPANY

[Signature]

Assistant Secretary



[Signature]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 21ST day of MARCH, 2025, personally came before me, Alan Pavlic and Kevin J Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]
Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3939



Signed and sealed at the City of Brookfield, WI this 23rd day of April, 2025

[Signature]

Assistant Secretary

AWA INSURANCE

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida

: SS

COUNTY OF Monroe

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

By: 

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

NOTARY PUBLIC, State of Florida at Large Il



My Commission Expires:

8/15/27

* * * * *

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for ITB #25-008 Pilling Replacement/ H2 Dock Extension/ Cantilever Walkway Repair - Key West Bight Marina
2. This sworn statement is submitted by Professional Marine Construction Company
(name of entity submitting sworn statement)
whose business address is 1700 N ROOSEVELT BLVD Suite 6
KEY WEST, FL 33040 and (if applicable) its Federal Employer Identification Number (FEIN) is 99-3301006 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement 082-70-8609)
3. My name is Matthew Wadsworth
(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 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)
4/30/25
(date)

STATE OF Florida

COUNTY OF Monroe

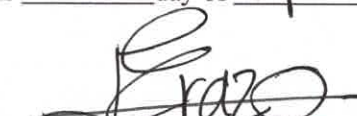
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 30th day of April, 2025.

My commission expires:

8/15/27


NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR:

SEAL:



1700 N ROOSEVELT BLVD SUITE 6 KEY WEST, FL 33040

Address

[Handwritten Signature]

Signature

MATTHEW WADSWORTH

Print Name

PRESIDENT

Title

DATE:

4/30/25

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida

: SS

COUNTY OF Monroe

I, the undersigned hereby duly sworn, depose and say that the firm of Professional Marine Construction provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: *[Signature]*

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

NOTARY PUBLIC, State of Florida at Large



My Commission Expires:

8/15/27

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida

: SS

COUNTY OF Monroe

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

By: _____

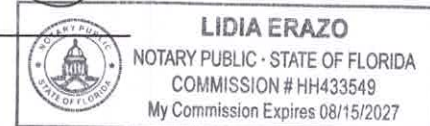
Sworn and subscribed before me this

30th day of April, 2025.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

8/15/27



* * * * *

NON-COLLUSION AFFIDAVIT

STATE OF Florida

: SS

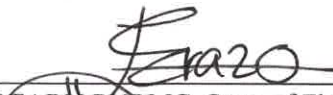
COUNTY OF Monroe

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

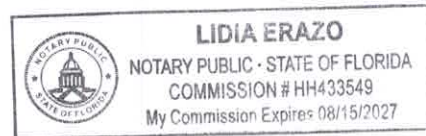
By: 

Sworn and subscribed before me this

30th day of April, 2025.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/15/27



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

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

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

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

Business Name: Professional Marine Construction Company Phone: (305) 619-5086
Current Local Address: 1700 N Roosevelt Blvd Suite 6
Key West FL 33040 Fax: 800 319-3179

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

Length of time at this address: _____

[Signature]

Signature of Authorized Representative

04/30/25

Date

STATE OF Florida

COUNTY OF Monroe

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

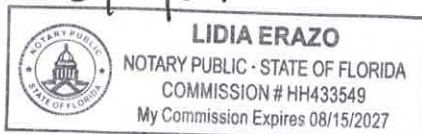
By Matthew Wadsworth, of Professional Marine Construction.

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

[Signature]
Signature of Notary
LIDIA ERAZO
Print, Type or Stamp Name of Notary

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

Title or Rank



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>Professional Marine Construction Company</u>		
Vendor FEIN: <u>99-3301006</u>		
Vendor's Authorized Representative Name and Title: <u>Matthew Wadsworth - President</u>		
Address: <u>1700 N Roosevelt Blvd Suite 6</u>		
City: <u>Key West</u>	State: <u>Florida</u>	Zip: <u>33040</u>
Phone Number: <u>305 619 - 5086</u>		
Email Address: <u>Professionalmarinecc@gmail.com</u>		

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

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

Certified By: MATTHEW T. WADSWORTH OWNER
Print Name Print Title

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

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

Entity/Vendor Name: Professional Marine Construction Company

Vendor FEIN: 99-3301006

Vendor's Authorized Representative: Matthew Wadsworth - President

(Name and Title)

Address: 24989 Hunt Lane

City: Summerville State: FL Zip: 33042

Phone Number: 305 619 5086

Email Address: professionalmarinecc.com

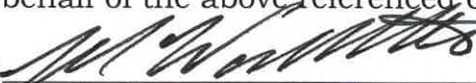
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

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

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

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

Certified By: Professional Marine Construction Company, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: MATTHEW WADSWORTH

Title: PRESIDENT

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

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

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

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

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

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

4/30/25
Date

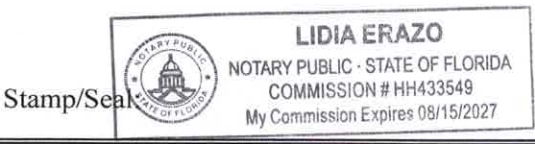
[Signature]
(Signature of Authorized Representative)

State of Florida,
County of Monroe,

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

[Signature]
Signature, Notary Public

8/15/2027
Commission Expires



PART 2

CONTRACT FORMS

DRAFT CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____, 2025, by and between the City of Key West, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid to them by the Owner and of the covenants and agreements herein contained, hereby agrees at thier own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #25-008 PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**

Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____, 2025, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, and the SPECIFICATIONS, SUPPLEMENTAL INFORMATION and DRAWINGS w/ TECHNICAL SPECIFICATIONS, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within **one hundred-twenty (120) calendar days** and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of **\$500.00** per day. Sundays and legal holidays shall be included in determining days in default.

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in

the performance of the Contract. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

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

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of _____, A.D., 2025.

CITY OF KEY WEST

Brian L. Barroso, City Manager

CONTRACTOR

By_____

Printed_____

Title_____

APPROVED AS TO FORM

Attorney for Owner

* * * * *

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ with offices at _____ hereinafter called the **CONTRACTOR** (Principal), and _____ with offices at _____ a corporation duly organized and existing under and by virtue of the laws of the State of 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**, hereinafter called the **CITY** (Obligee), in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the **CITY**, the **CONTRACTOR** and the **SURETY** bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the **CONTRACTOR** has executed and entered into a certain Contract hereto attached, with the **CITY**, dated _____, 2025, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the **CITY**, invitation to bid, instructions to bidders, the **CONTRACTOR'S** bid as accepted by the above **CITY**, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying **PRINCIPAL** with labor, materials, or supplies, used directly or indirectly by **PRINCIPAL** in the prosecution of the work provided for in the contract; and
3. Pays **CITY** all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said **CITY** may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said **CONTRACTOR**, his agents or employees, in the execution or performance of said Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

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

Documents, or to the work.

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____(SEAL)

ATTEST

SURETY

By: _____(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ with offices at _____ hereinafter called the CONTRACTOR, (Principal), and _____ with offices at _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of: _____ DOLLARS (_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for **ITB #25-008 PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA** attached hereto, with the CITY, dated _____, 2025, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this

bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

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

From: Mae Skiver <professionalmarinecc@gmail.com>
Sent: Wednesday, April 30, 2025 11:19 AM
To: lidia@pmccflkeys.com
Subject: Fwd: Online Form Submittal: Licensed Contractor Registration Form

----- Forwarded message -----

From: <noreply@civicplus.com>
Date: Wed, Apr 30, 2025 at 10:44 AM
Subject: Online Form Submittal: Licensed Contractor Registration Form
To: <professionalmarinecc@gmail.com>

Licensed Contractor Registration Form

**DEPT. OF BUSINESS &
PROFESSIONAL REGULATION (DBPR) LICENSED
CONTRACTOR
REGISTRATION**

**CITY OF KEY WEST
BUILDING DEPARTMENT
P.O. BOX 1409
KEY WEST, FL 33040**

(Section Break)

Per Florida Statute 489.119(5)(c)

If a vehicle bears the name of a contractor or business organization, or any text or artwork which would lead a reasonable person to believe that the vehicle is used for contracting, the registration or certification number of the contractor must be conspicuously and legibly displayed with the name, text, or artwork. Local

governments may also require that locally licensed contractors must also display their certificate of competency or license numbers. Nothing in this paragraph shall be construed to create a mandatory vehicle signage requirement.

Date: 4/30/2025

Business Name: Professional Marine Construction Company

Qualifier Name: Matthew Wadsworth

Business Address: 24989 Hunt Ln

City Summerland Key

State FL

Zip Code 33042

Business Phone Number: 305-619-5086

Mobile Number: 305-619-5086

E-mail: professionalmarinecc@gmail.com

Select which applies: Speciality

Attached either Workers' Comp (WC) Insurance or WC Exemption: City-of-Key-West_24-25-Master_1029423236.pdf

Attach Copies of Business Tax Receipts from Local Jurisdiction: TaxSys-FF_SVCcY0lyt3.pdf

Attach Copies of Liability Insurance: City-of-Key-West_24-25-Master_1029423236_1.pdf

Attach Copies of DBPR State License 15759 WADSWORTH-COC.pdf

Electronic Signature I agree

(Section Break)

ITB # 25-008 Pilling Replacement / H2 Dock Extension / Cantilever Walkway Repair - Key West Bight Marina - Pilling Replacement / H2 Dock Extension / Cantilever Walkway Repair - Key West Bight Marina

#		Name	Start	End	Days	Calendar Days	Predecessors	% Complete	Days Remaining	Priority	Status	Resources
1		Start	08/11/2025	12/08/2025	86	120		0%	86			
2		Boathouse Walk way Repairs	08/11/2025	08/29/2025	15	19		0%	15			
3		Concrete Grout Mix & Rebar	08/11/2025	09/19/2025	30	40		0%	30			
4		Item, 5 & 6	08/11/2025	08/11/2025	1	1		0%	1			
5		D-Dock Piles & Hardware (Incl Item 4, 5, 6 & 7 Ass. W/ D- dock	08/25/2025	09/15/2025	16	22		0%	16			
6		Harbor Walk Pile (Between D-E Dock)	09/15/2025	09/17/2025	3	3		0%	3			
7		E Dock Pile & Hardware (Incl 4,5,6, & 7 + L34	09/18/2025	10/08/2025	15	21		0%	15			
8		F- Dock Pile & Hardware (Incl 4,5,6 & 7 + L25, 17, 12, 11, 10, 7,6,5	10/09/2025	10/17/2025	7	9		0%	7			
9		H3 Dock Pile & Hardware (incl 4,5,6,&7)	10/20/2025	10/22/2025	3	3		0%	3			
10		H2 Extension	10/23/2025	10/31/2025	7	9		0%	7			
11		H2 Dock Pile & Repairs (incl 4,5,6, &7)	10/27/2025	10/30/2025	4	4		0%	4			
12		H1 Dock Pile & Repairs (incl 4,5,6 & 7)	11/03/2025	11/10/2025	6	8		0%	6			
13		C-Dock Piles & Repairs (incl 4,5,6 & 7 Incl L67 & 72)	11/11/2025	12/01/2025	15	21		0%	15			
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