

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 10 calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bid, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

C. DRAWINGS

Details of construction are bound separately.

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

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

4. BIDDER'S UNDERSTANDING

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

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

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

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

5. TYPE OF PROPOSAL

A. LUMP SUM

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

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

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Bid form must be filled in for all schedules and associated parts, as required, **preferably in BLACK ink**. All price information shall be clearly shown in figures where required. No changes shall be made in

the phraseology of the forms. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. DESCRIPTION OF SUPPLIERS

Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

C. SIGNATURE

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

D. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in marine construction similar to this project. Such experience record shall provide at least five current or recent projects of similar work, preferably within Florida or the southeastern United States. For each project the following information shall be provided:

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



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

E. ATTACHMENTS

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

1. Anti Kickback Affidavit.
2. Public Entity Crimes.
3. Key West Indemnification Form.
4. Domestic Partner Affidavit.
5. Local Vendors Form.
6. Cone of Silence Affidavit.
7. Proof of Insurance

H. ANTI-KICKBACK AFFIDAVIT

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

G. PUBLIC ENTITY CRIMES

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

H. KEY WEST INDEMNIFICATION FORM

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

I. DOMESTIC PARTNER AFFIDAVIT

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BIDS

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

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 PROPOSALS

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



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 5 percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

The award will be made under one Contract by the Owner on the basis of the total Lump Sum Base Bid from the lowest, responsive, responsible Bidder.

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 calendar days after the opening of Bids.

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

13. 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.

14. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the Owner, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects.

B. POWER-OF-ATTORNEY

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

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

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15. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

16. PERFORMANCE OF WORK BY CONTRACTOR

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

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

17. TIME OF COMPLETION

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

The term of this contract is 120 calendar days.

END OF SECTION



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

BID FORM

To: The City of Key West
Address: 1300 White St., Key West, Florida 33040
Project Title: Kingfish Pier Replacement - City Marina at Garrison Bight

City of Key West Project No.: HU1701G09 (ITB #20-006)

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

Name:

John Kearns

Telephone:

305 461 0310 or 305 975 8878

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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



GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- G. The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- H. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.

- K. The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.
- O. Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Contractor contained within this agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to City upon request.

SPECIFIC INSURANCE COVERAGES AND LIMITS

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

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under

this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

United States Longshoremen and Harbor Workers (USL&H) coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

Jones Act coverage shall be maintained by the Contractor that will respond to claims filed under the Federal Jones Act (46 U.S.C.A. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

Marine General Liability Insurance shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and aggregate.
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

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



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

or

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

Watercraft Liability Insurance The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000 per day for each day that expires after the time specified for Final completion.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 01, 02,
03 _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

PERMITS

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

Kingfish Pier Replacement
City Marina at Garrison Bight
Key West, Florida
Stantec Project No. 215615197

BID FORM

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

Item Description	Qty	Units	Unit Price	Total
Base Bid				
Mobilization	1	EA	\$95,000.00	
General / Supp Conditions	1	EA	\$34,000.00	
Performance / Payment Bonds	1	EA	\$57,000.00	
Demobilization	1	EA	\$3.00	
(10% of Construction Cost Max)				\$ 16,003.00
Permit Fees (to be paid at cost)	1	LS	\$45,000	\$ 45,000
Demolition of Existing Floating Concrete Pier, Pilings and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier	1	LS	\$177,000.00	\$ 177,000.00
Furnish and install Main Floating Pier (8'W by 390'-8½"L)	3126	SF	\$97.78	\$ 305,650.00
Furnish and install 24 Finger Piers (4'-1"W x 30'-2"L)	2956	SF	\$72.38	\$ 187,910.00
Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	48	EA	\$7,883.33	\$ 378,400.00
Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	23	EA	\$6,250.00	\$ 100,000.00
Pile Collars	16	EA	\$0.00	\$ 0.00
Furnish and install Aluminum Access Ramp (4'W x 17'L)	1	EA	\$23,109.00	\$ 23,109.00
Furnish and install accessories (15" Cleats: Main Pier/Finger Piers)	186	EA	\$636.41	\$ 118,372.00
Electrical System per Stantec Plans and Specifications	1	LS	\$260,000.00	\$ 260,000.00
Potable Water System per Stantec Plans and Specifications	1	LS	\$51,000.00	\$ 51,000.00
Sewer System per Stantec Plans and Specifications	1	LS	\$20,500.00	\$ 20,500.00
Fire System per Stantec Plans and Specifications	1	LS	\$20,500.00	\$ 20,500.00
As-builts	1	LS	\$1,000.00	\$ 1,000.00
Product information and Warranty Certificate Binder	1	LS	\$1,000.00	\$ 1,000.00
Safety Act	1	LS	\$2,000.00	\$ 2,000.00

General Allowance (Only to be used with owners' written permission)	1	LS	\$75,000	\$75,000
Total Base Bid				\$1,932,444.00

TOTAL LUMP SUM BASE BID

one million nine hundred thirty two thousand four hundred forty Dollars
 (Amount written in words has precedence) ^{FOUR}

and zero Cents

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

Near Shore Electric
 Name

5688 1st Ave Ste #5 Key West FL 33040
 Street City State Zip

Gary's Plumbing
 Name

6409 2nd Terr. Ste #1 Key West FL 33040
 Street City State Zip

 Name

 Street City State Zip

 Name

 Street City State Zip

F

Surety

Hartford Casualty Insurance Company whose address is
200 Colonial Center Parkway FL, 32746
Street Suite 500 City Lake Mary State Zip

Bidder

The name of the Bidder submitting this Bid is Kearns Construction
Company doing business at
2550 South Beechshore Dr. #206 B Mt. Airy NC 27133
Street City State Zip

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

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

<u>Charles S. Kearns</u>	<u>President</u>
<u>James B. Sullivan</u>	<u>C.O.O.</u>
<u>John W. Kearns</u>	<u>CFO</u>

If Sole Proprietor or Partnership

N/A

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 19 day of Feb 20 20

(SEAL)



Leans Construction Co

Name of Corporation

By: John Leans

Title: GFO

Attest: [Signature]
Secretary

END OF SECTION

FLORIDA BID BOND

See attached

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the Contractor (Principal), and _____

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

(Obligee), in the sum of: _____

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for HU1701G09 Kingfish Pier Replacement – Hurricane Irma Damage ITB #20-006.

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

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

[Handwritten mark]

See attached

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

Signed and sealed this ____ day of _____, 20__

Principal _____

By: _____

Surety _____

By: _____

Attorney-In-Fact

END OF SECTION

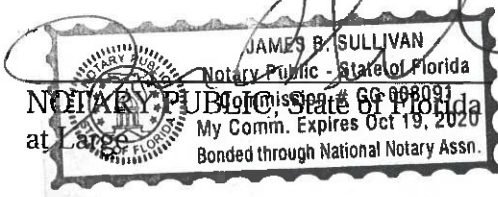
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
): SS
COUNTY OF MONROE)

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

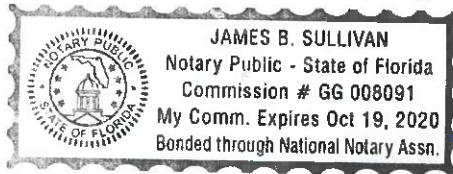
By: John Kearns
CFO - Kearns Construction Co.

Sworn and subscribed before me this
19 day of Feb, 2020



My Commission Expires: 10/19/2020

END OF SECTION



JS

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 Kingfish Pier
2. This sworn statement is submitted by Kearns Construction Co.
(name of entity submitting sworn statement)
whose business address is 2550 South Bayshore Drive
#206 B, Miami, FL 33133 and (if applicable) its Federal Employer
Identification Number (FEIN) is 77-0615005

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

sworn statement _____

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

and my relationship to the entity named above is CFO

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

3

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, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

John Kearns
(signature)
2/19/2020
(date)

STATE OF FL

COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

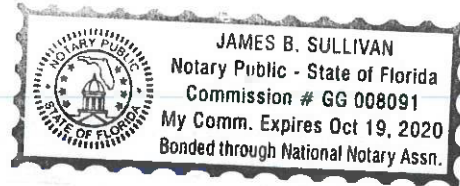
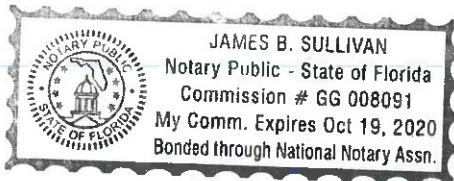
John Kearns who, after first being sworn by me, affixed his/her (name of individual signing)

signature in the space provided above on this 19 of Feb, 2020

My commission expires:

10/19/2020

James B. Sullivan
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: Keearns Construction Co. SEAL:
2550 South Bayshore Drive #2060
Address Miami, Florida 33133
Signature John Keearns
Print Name John Keearns
Title CFO

DATE: 2/19/2020

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

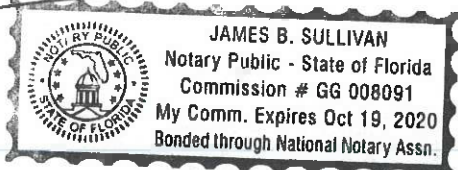
COUNTY OF Dade)

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

By: John Keane

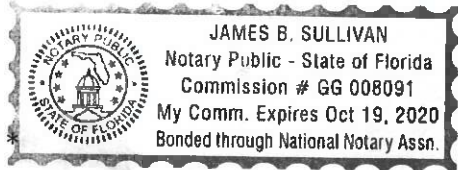
Sworn and subscribed before me this 19 day of Feb 2020.

Jan Blum
NOTARY PUBLIC, State of Florida at Large



My Commission Expires:
10/19/2020

* * * * *



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

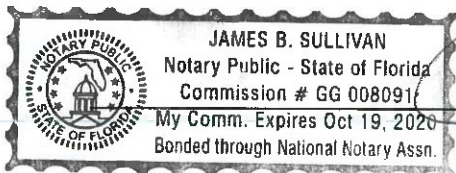
COUNTY OF Dade)

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

By: John Leans

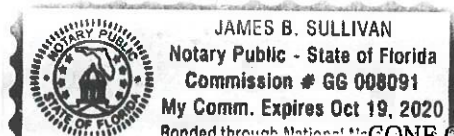
Sworn and subscribed before me this

19 day of Feb 20 2020.



James B. Sullivan
Florida at Large

My Commission Expires: 10/19/2020



CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

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

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

- | | | |
|-----|--|-------|
| 1. | All Contract Documents thoroughly read and understood. | [✓] |
| 2. | All blank spaces in Proposal filled in, using black ink. | [✓] |
| 3. | Total and unit prices added correctly. | [] |
| 4. | Addenda acknowledged. | [] |
| 5. | Subcontractors are named as indicated in the Proposal. | [] |
| 6. | Experience record included. | [] |
| 7. | Bid signed by authorized officer. | [] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [] |
| 11. | Bid submitted intact with Bid Bonds and affidavits | [] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [] |
| 13. | Bidder must provide satisfactory documentation of State Licenses | [] |
| 14. | Anti-Kickback Affidavit. | [] |
| 15. | Public Entity Crimes. | [] |
| 16. | Domestic Partner Affidavit | [] |
| 17. | City of Key West Indemnification Form. | [] |
| 18. | Cone of Silence Affidavit. | [] |

FLORIDA BID BOND

BOND NO. n/a
AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that _____
Kearns Construction Company

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

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

(Obligee), in the sum of: Five Percent of Amount Bid-----

_____ DOLLARS (\$ -----5%-----), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for HU1701G09 Kingfish Pier Replacement - Hurricane Irma Damage ITB #20-006.

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

Kingfish Pier Replacement - Hurricane Irma Damage ITB #20-006

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

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

Signed and sealed this 19th day of February, 20²⁰.

Kearns Construction Company

Principal

By:

Hartford Casualty Insurance Company

Surety

By:

Attorney-In-Fact - Charles J. Nielson

END OF SECTION

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC

Agency Code: 21-229752

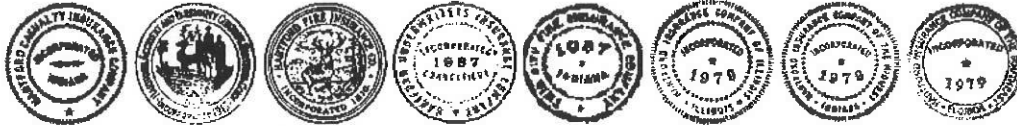
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws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

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

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

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

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



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 19, 2020
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Yusleidy Vazquez

From: John Kearns
Sent: Tuesday, February 18, 2020 12:00 PM
To: Yusleidy Vazquez
Cc: Brock Sullivan
Subject: FW: CLARIFICATION: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

Y:

Please make two (2) copy of this email.

Please sign receive the **first copy and place with the bid.**

Please place the second copy on my desk.

Thanks,

JWK

RECEIVED

FEB 18 2020

KEARNS CONSTRUCTION CO.

From: Karen Olson <kolson@cityofkeywest-fl.gov>
Sent: Tuesday, February 18, 2020 10:41 AM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietch@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: CLARIFICATION: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

All –

- Docks to receive piles guides (roller guide assemblies) at all dock/ finger pile locations as specified and shown on plans. Pile guides are incidental to the contract.
- Pile collars are not used. Provide a Unit Price of \$0.00 on the Bid Schedule.
- Note receipt of this clarification within your proposal.

This clarification **DOES NOT** change the Bid date.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803

From: Karen Olson
Sent: Thursday, February 13, 2020 4:33 PM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietch@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com

Jel

Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: Addendum #3: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

Attached please find Addendum #3.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803

From: Karen Olson
Sent: Tuesday, February 11, 2020 8:38 AM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietrich@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: Addendum #2: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

Attached please find Addendum #2.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803





RECEIVED

FEB 14 2020

PORT & MARINE SERVICES
201 William Street
Key West, FL 33040

KEARNS CONSTRUCTION CO.

ADDENDUM NO. 3

KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006

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

CLARIFICATIONS:

1. New pedestals and fire cabinet shall be by Marina Power Inc. or equal.
2. A GFCI breaker is an acceptable alternative to the ground fault protection relay for the lighting circuit.
3. Existing underground conduit between DP-K1, DP-K2 and the seawall require replacement with new MIN 3-1/2" PVC conduit with bell fittings at each end. The conduit for the new power pedestal shall be installed underground with the new feeder conduits.
4. Existing ground fault protection relays shall be re-adjusted to provide ground fault at 30 mA.
5. The design calls for the utility water meter to be on shore, and an individual (deduct) water meter each pedestal.

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

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "John Kearns".

Signature

A handwritten signature in blue ink, appearing to read "Kearns Construction Co.".

Name of Business

John Kearns

From: Karen Olson <kolson@cityofkeywest-fl.gov>
Sent: Thursday, February 13, 2020 4:33 PM
To: Bobby Brown; mkress@gatordock.com; Brian Dietrich; george6562@yahoo.com; John Kearns; 'Charles Kearns'; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw; Cheri Smith
Subject: Addendum #3: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage
Attachments: Addendum #3.pdf

Attached please find Addendum #3.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803

From: Karen Olson
Sent: Tuesday, February 11, 2020 8:38 AM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietrich@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: Addendum #2: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

Attached please find Addendum #2.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803



PORT & MARINE SERVICES
201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

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

QUESTIONS & CLARIFICATIONS:

1. Are we replacing the Marine Power pedestals with new?

Yes, all Marine Power pedestals shall be replaced with new.

2. Is the existing ground fault monitoring system to also be replaced?

No, the new circuits being added to the existing panel will require ground fault protection. It is not replacement of the existing ground fault monitoring system.

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

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


Signature


Name of Business

John Kearns

From: Karen Olson <kolson@cityofkeywest-fl.gov>
Sent: Tuesday, February 11, 2020 8:38 AM
To: Bobby Brown; mkress@gatordock.com; Brian Dietrich; george6562@yahoo.com; John Kearns; 'Charles Kearns'; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw; Cheri Smith
Subject: Addendum #2: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage
Attachments: Addendum #2.pdf

Attached please find Addendum #2.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803



RECEIVED

FEB 06 2020

KEARNS CONSTRUCTION CO.

PORT & MARINE SERVICES
201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

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

GENERAL NOTES:

1. Mandatory Pre-Bid sign-in sheet attached.
2. Incidental to the project, the contractor is responsible for removal/disposal of submerged debris within the project footprint. Estimate debris quantity at 45CY. Contractor shall submit a per cubic yard debris removal/disposal cost with bid.


QUESTIONS & CLARIFICATIONS:

1. What is the Engineer's estimated construction cost?


The Owner's estimated construction cost is \$1,755,000

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

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



Signature



Name of Business

**CITY MARINA @ GARRISON BIGHT
KINGFISH PIER REPLACEMENT - HURRICANE IRMA DAMAGE**

ITB #20-006

Mandatory Pre-Bid Meeting SIGN-IN Sheet

February 5, 2020

2:30 PM

NAME / COMPANY	CONTACT #	EMAIL
Bobby Brown Ebsary Foundation	305-439-9280	Bbrown@EbsaryFoundationco.com
MATT KRESS GATOR DOCK	440-310-4655	MKRESS@GATORDOCK.COM
Brian Dietrich FKE	305-394-2895	bdietrich@flkeys electric.com
George Steinmetz CCC	305-797-5945	george6562@yahoo.com
Kearns Construction Co	305 461 0310	Kearns@KearnsConstruction.com
American Empire Builders Co.	305 261 2976 305 345 5489	TGONZALEZ@AmericanEmpireBuilder.com
Carlos D. Lima Pardon Dredge and Marine	(561) 296-4991	carlosi@pdmarine.com
Shoreline Foundation INC.	954-985-0400	pmaxwell@shorelinefoundation.com
David Hawthorne	305-809-3982	dhawthorne@cityofkeywest-fl.gov
Devi Brockham City of KW	305-809-3297	dbrockham@cityofkeywest-fl.gov
MATT TAIT City of KW	305-809-3985	MATT@cityofkeywest-fl.gov
Wilson Ford Marina Utilities	239 405 8877	Sales@marinautilities.com
KAREN OLSON City of KW	305-809-3803	KOLSON@CITYOFKEYWEST-FL.GOV

CCC - Coral Construction Company

John Kearns

From: Karen Olson <kolson@cityofkeywest-fl.gov>
Sent: Thursday, February 6, 2020 10:45 AM
To: Bobby Brown; mkress@gatordock.com; Brian Dietrich; george6562@yahoo.com; John Kearns; 'Charles Kearns'; tgonzalez@americanempirebuilder.com; carlos@pdmarineinc.com; fmaxewell@shorelinefoundation.com; sales@marinautilities.com
Cc: Doug Bradshaw; Cheri Smith
Subject: Addendum #1: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage
Attachments: Addendum #1.pdf

Attached please find Addendum #1.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803

Completed Projects:
Kearns Construction Company / CGC 060194
February 19, 2020
Subject: Completed Projects

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

KEARNS

CONSTRUCTION CO • CGC 060194

Port Miami 1,800,000 February, 2014 75% by Kearns
Reef Ball Marine Mitigation
Owner: Port Miami
Art T. & Juan B.
954 803 1909
Engineer (Tim Blankenship): Coastal Systems International
Telephone: 305 661 3655 (Tim B.: 305 525 6472)

Island Gardens 2,800,000 June 2016 100% by Kearns
Mega Yacht / Marine Mitigation
Commercial Dive
Sand & Reef Ball
Jon Wainwright Owner
Watson Island, Miami, Florida
561 371 9684
Engineer (Tim Blankenship): Coastal Systems International
Telephone: 305 661 3655

Port Miami \$50,000 May, 2013 100% by Kearns
Bimini Super Fast Fenders Installation
Owner / Engineer: Port Miami
Art T., Robert Stebbins, Juan Bergouignan
Telephone: Cell: 954 803 1909, Office: 305 347 4974
Office: 786 268 5159, Cell: 305 794 2673

Port Miami \$70,000 June, 2012 75% by Kearns
Passenger Boarding Bridge
Owner: Port Miami
Art T., Robert Stebbins, Juan Bergouignan
Telephone: Cell: 954 803 1909, Office: 347 4974
Office: 786 268 5159, Cell: 305 794 2673

Port Miami
Passenger Boarding Bridge \$95,000 June, 2013 75% by Kearns
Owner: Port Miami
Art T., Robert Stebbins, Juan Bergouignan
Telephone: Cell: 954 803 1909, Office 347 4974
Office: 786 268 5159, Cell: 305 794 2673

KEARNS

CONSTRUCTION CO • CGC 060194

City of Miami Pile Installation \$600,000 Various Dates 100% by Kearns
Dinner Key
City Marina Manager: Steven Bogner
305 579 6980

Rickenbacker Marina \$3,300,000 March 2012 100% by Kearns
New Boat Launch & Docks
Owner: Aabad Melwani
Telephone: 305 761 7720
Engineer: Ocean Consulting
Telephone: 305 457 5573

Rickenbacker Marina \$466,000 January 2011 100% by Kearns
750' Seawall Sheet Pile
Owner: Aabad Melwani
305 761 7720
Engineer: Ocean Consulting
Telephone: 305 457 5573

River Cove Marina \$2,000,000 January, 2008 100% by Kearns
80 Slip Marina: Dredge, Docks & Seawall
Sheet Piles
Owner: Robert W. Christoph Sr.
Engineer: Kevin McCabe, P.E.

Ocean Reef Club \$150,000 September, 2011 100% by Kearns
New Piles for Floating Dock Installation
D Dock & H Dock – 90 Slips
Steve Ryder / Bellingham Marine
Telephone: 904 613 2331
Engineer: Bellingham Marine
Telephone: 904 613 2331

Ocean Reef Club: \$1,100,000 October 2015 85% by Kearns
Marine Demo & Floating Dock Installation
E Dock and F Docks & Marina Village – 110 Slips
Steve Ryder / Bellingham Marine
Telephone: 904 613 2331
Engineer: Bellingham Marine
Telephone: 904 613 2331

KEARNS

CONSTRUCTION CO • CGC 060194

<p>Ocean Reef Club \$650,000</p> <p>Marine Demo & Floating Dock Installation Marina Village Phase III & Marine Max Steve Ryder / Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331</p>	September 2019	100% by Kearns
<p>KAYWAMA \$860,000</p> <p>Key Largo Marina (70 Slips) Demolition and Pile Installation John McCain P.E</p>	February, 2008	100% by Kearns
<p>Cocoplum Marina \$200,000</p> <p>Pile Work & Police Dock Dock Master: Captain Harris 305 788 7353</p>	March, 2011	100% by Kearns
<p>Residences at Vizcaya \$360,000</p> <p>New 12 Slip Marina New Sheet Pile Toe Wall Engineer: Ocean Consulting Telephone: 305 457 5573</p>	February, 2009	100% by Kearns
<p>Monty's in the Grove \$340,000</p> <p>Hurricane Repair Owner: Robert W. Christoph Sr. Engineer: Kevin McCabe</p>	February, 2008	100% by Kearns
<p>Monty's in the Grove \$6,500,000</p> <p>Dock Replacement Owner: Jose Hevia / Prime Marina Engineer: Kirk Lofgren / Ocean Consulting Cell: 305 457 5573</p>	January, 2019	100% by Kearns
<p>City of Miami Beach seawalls \$580,000</p> <p>Sheet Pile Seawall Prime Contractor: EnviroWaste Jose Ferre 786 365 0635 Engineer: Ocean Consulting Telephone: 305 457 5573</p>	April, 2011	100% by Kearns

KEARNS

CONSTRUCTION CO • CGC 060194

City of Miami Beach / Fleet Management \$1,200,000 Winter 2018 100% by Kearns

New Combi Wall – Underwater Welding

Owner: City of Miami Beach

David Gomez (Project Manager)

Office: 305 673 7071

Engineer (Christina Aquino / BCC Engineers)

Telephone: 305 670 2350

Ray Herman – Floating Dock \$50,000 September, 2007 100% Kearns

Floating Dock at Private Home / Key Largo

Bellingham Marine

Telephone: 904 613 2331

Engineer: Bellingham Marine

Telephone: 904 613 2331

CRYC – Floating Docks \$50,000 January, 2007 100% Kearns

General Manager: Jim Van Buren

Carter: Dock Master

305 858 1733

Stock Island Marina Village \$1,000,000 January, 2012 100% by Kearns

Demo, Piles & Floating Docks – 120 Slips

Owner: Mathew Shrunk

305 294 2288

Engineer: Bellingham Marine

Telephone: 904 613 173

City of Miami Floating Docks \$147,000 August, 2013 100% by Kearns

United States Sailing Center

Project Manager: Carlos Vasquez

786 376 5480

Engineer: Coastal Systems International (Tim Blankenship)

Telephone: 305 661 3655 (Tim B.: 305 525 6472)

City of Miami Floating Docks \$328,000 June, 2014 100% by Kearns

Dinner Key Marina / Spoil Island E

Project Manager: Carlos Vasquez

786 376 5480

Engineer: Coastal Systems International (Tim Blankenship)

Telephone: 305 661 3655 (Tim B.: 305 525 6472)

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

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

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

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

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

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CONSTRUCTION CO • CGC 060194

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

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

KEARNS

CONSTRUCTION CO • CGC 060194

Ocean Reef Marina, Village Phase III Remove Existing fixed Dock and Replace with Floating Client: Jeff Pratt / Bellingham Marina Cell: 904 570 1452	\$500,000	2019	100% by Kearns
Ocean Reef, Marina Max Floating Dock Finger Pier Extension Client: Jeff Pratt / Bellingham Marine Cell: 904 570 1452	\$50,000	2019	100% by Kearns
Stock Island Marina Village – Phase II Dock Demo & Install New Floating Docks Client: Jeff Pratt / Bellingham Marine Cell: 904 570 1452	\$500,000	2019 – 2020	100% by Kearns
Port Miami – MDFD Repair Floating Docks Client: Frank Ramirez / Port Miami Cell: 305 609 9976	\$220,000	2019	80% by Kearns

Current Projects (12/18/2019):

Dinner Key Marina Rebuild 583 Slip Marina Client: City of Miami Project Representative: Robert Fenton Cell: 786 263 2133	\$23,000,000
Pier 5 Reconstruction Rebuild Pier 5 at Miamarina (Bayside) Client: City of Miami Project Representative: Maria Busto Cell: 786 376 3177	\$2,800,000

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



City of Miami

NOT TRANSFERRABLE OR VALID AT ANOTHER ADDRESS
UNLESS APPROVED BY THE FINANCE DEPARTMENT.
CITY OF MIAMI 444 S.W.2 AVE 6TH FLOOR, MIAMI, FL 33150.
PHONE (305)416-1318.

**THIS IS NOT A BILL
DO NOT PAY**

Effective Year Oct. 1 2019 Thru Sep. 30 2020

RECEIPT FOR KEARNS CONSTRUCTION COMPANY

ISSUED Oct 01, 2019 TOTAL FEE PAID 131.00

ACCOUNT NUMBER 161203
RECEIPT NUMBER 185372
NAME OF BUSINESS KEARNS CONSTRUCTION COMPANY
DBA
LOCATION 2550 S BAYSHORE DR 206B

IS HEREBY IN COMPLIANCE
TO ENGAGE IN OR MANAGE
THE OPERATION OF: ADMINISTRATIVE OFFICE

Adele Valencia
Code Compliance Director

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license or permits that may be required by law.

This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.

2020

004378

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL-- DO NOT PAY

5342050

BUSINESS NAME/LOCATION

KEARNS CONSTRUCTION COMPANY
2550 SOUTH BAYSHORE DR STE 206 B
MIAMI FL 33133

RECEIPT NO.

RENEWAL
4363131



EXPIRES

SEPTEMBER 30, 2020

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

KEARNS CONSTRUCTION COMPANY
C/O JOHN KEARNS

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC060194

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 07/16/2019
CHECK21-19-058830

Worker(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

KEARNS, CHARLES SWANSON

KEARNS CONSTRUCTION COMPANY
4101 BRAGANZA AVE
MIAMI FL 33133

LICENSE NUMBER: CGC060194

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2020

PRODUCER Trinity Inv. Inc b/d/a Trinity Insurance 4000 Hollywood Blvd Ste 555-S Hollywood, FL 33021 Phone: 305-TRINITY (874-6489), 954-829-5978, 954-613-3601 Fax: 954-206-5978, Email: bgloria@trinityinv.net	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Kearns Construction Company, Inc. 2550 South Bayshore Drive, Suite 206-B Coconut Grove, FL 33133 FLORIDA DBPR LICENSE #CGC060194	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B: American Longshore Mutual Assn (ALMA) USLH/Great American Ins Co (FL State Act)</td> <td></td> </tr> <tr> <td>INSURER C: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D: Atlantic Specialty Insurance Co ("Lead 50%")</td> <td>27154</td> </tr> <tr> <td>INSURER E: Liberty International Und ("Following 50%")</td> <td>23043</td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Continental Insurance Company	35289	INSURER B: American Longshore Mutual Assn (ALMA) USLH/Great American Ins Co (FL State Act)		INSURER C: National Fire Insurance Co of Hartford	20478	INSURER D: Atlantic Specialty Insurance Co ("Lead 50%")	27154	INSURER E: Liberty International Und ("Following 50%")	23043
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COVERAGES

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

INSR LTR	ADULT INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insureds <input checked="" type="checkbox"/> Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ML 9780064* Blanket Additional Insured, Waiver of Subrogation, Primary Non-Contributory, Per Project Aggregate "When required by written contract"	03/29/2019	03/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Deductible BIPD ea claim \$2,500
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> *Blkt Addl Insured, Waiver of Subrogation <input checked="" type="checkbox"/> Primary Non-Contributory	BUA6023678054 *Blanket Additional Insured, Waiver of Subrogation, Primary Non-Contributory "When required by written contract"	03/29/2019	03/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
D & E		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 25,000	B5JH26243 Lead & ATAA1SP8003 Following 50% Quota Share Each (Lead & Following)	03/29/2019	03/29/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follow Form/Drop Down \$ INCL "Scheduled Vessels" \$ ONLY
B **		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	FL: Great American Ins Co #WC308605100 AND USL&H: ALMA #ALMA02175-01 **Blanket Waiver of Subrogation "when required by written contract"	03/29/2019	03/29/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Protection & Indemnity Vessel Liability (P&I) FOR SCHEDULED VESSELS ONLY	H 0877068 *Blanket Additional Insured, Waiver of Subrogation, Primary Non-Contributory when required by written contract	03/29/2019	03/29/2020	P&I \$1,000,000 each Occurrence incl Roving Crew (5 Crew) for Scheduled Vessels ONLY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: City of Key West-Kingfish Pier Project.
 *The City of Key West, FL is included as indicated above PLEASE REFER TO SAMPLE MANUSCRIPT ENDORSEMENTS (NON-ISO) ATTACHED, WHICH APPLY WHEN REQUIRED BY WRITTEN CONTRACT SUBJECT TO COVERAGE FORM & EXCLUSIONARY UNDER AFOREMENTIONED POLICY(IES).

**30 Days Advance Notice of Cancellation EXCEPT for Non-Payment of Premium 10 Days

CERTIFICATE HOLDER

City of Key West
 201 Williams Street
 Key West, Florida 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Gloria J. Bravo, CIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2020

PRODUCER Trinity Inv. Inc b/d/a Trinity Insurance 4000 Hollywood Blvd Ste 555-S Hollywood, FL 33021 Phone: 305-TRINITY (874-6489), 954-829-5978, 954-613-3601 Fax: 954-206-5978, Email: bgloria@trinityinv.net	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Kearns Construction Company, Inc. 2550 South Bayshore Drive, Suite 206-B Coconut Grove, FL 33133 FLORIDA DBPR LICENSE #CGC060194	INSURER A: Underwriters at Lloyds, London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Maritime Employers Liability SHALLOW DIVING	ML900210M	11/13/2019	11/13/2020	Combined Single Limit for all expenses&indemnity, any 1 accident or illness: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Key West Bight Marina
 Waiver of Subrogation applies when required by written contract.
 ***30 Day Advance Notice of Cancellation EXCEPT 10 Days for Non-Payment of Premium

CERTIFICATE HOLDER

City of Key West
 201 Williams Street
 Key West, Florida 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Gloria J. Bravo, CIC

EXCLUSION G REPLACEMENT
LSW 675a

Any obligation for which You or any carrier as your insurer may be liable under the workers or workman's compensation law, occupational disease law, LONGSHORE AND HARBOUR WORKERS' COMPENSATION ACT, THE NON-APPROPRIATED FUND INSTRUMENTALITIES ACT, THE OUTER CONTINENTAL SHELF LANDS ACT, THE DEFENSE BASE ACT, THE FEDERAL COAL MINE HEALTH AND SAFETY ACT OF 1969, any other workers or workmen's compensation, unemployment compensation, disability benefits law of any state, nation or territory, or any similar law or any amendments to these laws.

WAIVER OF SUBROGATION

Underwriters hereon waive their rights of subrogation against any person or organisation to whom the Named Assured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only in respect of operations by or on behalf of the Named Assured or the facility of or used by the Named Assured.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer as required by written contract. The insurance afforded by this policy will apply as though the alternate employer is Insured.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the Workers' Compensation Law. Underwriters will not file evidence of this insurance on behalf of the alternate employer with any government agency.

Underwriters will not ask any other insurer of this alternate employer to share or participate in a loss covered by this endorsement.


The policy may be cancelled according to its terms without sending notice to the alternate employer.

The Insuring Agreements, Exclusions and Conditions of the policy shall apply to the alternate employer, except condition 13, "Cancellation" (LSW 675) and condition 12 "Cancellation" (LSW 676) which shall not apply to the alternate employer.

TERRORISM & MALICIOUS ACTS EXCLUSION CLAUSE

In no case shall this insurance cover any loss damage liability or expense caused by or relating to:-

1. The attempt to or actual detonation of any explosive or the operation of any munition or other similar harmful device, including but not limited to biological and/or chemical device.
2. The act or attempted acts of any terrorist or group of terrorists, irrespective of their motives be they political, religious or other, or any person or group acting with a malicious intent.


Slip Leader



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2020

PRODUCER Trinity Inv. Inc b/d/a Trinity Insurance 4000 Hollywood Blvd Ste 555-S Hollywood, FL 33021 Phone: 305-TRINITY (874-6489), 954-829-5978, 954-613-3601 Fax: 954-206-5978, Email: bgloria@trinityinv.net	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Kearns Construction Company, Inc. 2550 South Bayshore Drive, Suite 206-B Coconut Grove, FL 33133 FLORIDA DBPR LICENSE #CGC060194	INSURER A: U-Ws@State National Ins Co (57.143%)	12831
	INSURER B: Star Indemnity & Liability Company (25.714%)	38318
	INSURER C: U-Ws@BerkshireHathaway SP Ins Co (17.143%)	
	INSURER D:	
	INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B C		OTHER Vessel Pollution Liability for Scheduled Vessels ONLY	V-14994-19	09/20/2019	09/20/2020	Pollution Limit: \$5,000,000 per Occurrence & Policy Maximum Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Annual Aggregates
 (a) US Criminal Defense (Section 8 of Chapter 2) \$100,000 per Occurrence/\$100,000 Annual Aggregate
 (b) Fines & Penalties (Section 4 of Chapter 2) \$1,000,000 per Occurrence/\$1,000,000 Annual Aggregate
 BLANKET ADDITIONAL INSURED ENDORSEMENT & SCHEDULE OF COVERED VESSELS ARE ATTACHED.

***30 Day Advance Notice of Cancellation EXCEPT 10 Days for Non-Payment of Premium

CERTIFICATE HOLDER City of Key West 201 Williams Street Key West, Florida 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Gloria J. Bravo, CIC <i>Gloria J. Bravo</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/14/2020

PRODUCER Trinity Inv. Inc b/d/a Trinity Insurance 4000 Hollywood Blvd Ste 555-S Hollywood, FL 33021 Phone: 305-TRINITY (874-6489), 954-829-5978, 954-613-3601 Fax: 954-206-5978, Email: bgloria@trinityinv.net	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Kearns Construction Company, Inc. 2550 South Bayshore Drive, Suite 206-B Coconut Grove, FL 33133 FLORIDA DBPR LICENSE #CGC060194	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: NAUTILUS INS COMPANY</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NAUTILUS INS COMPANY		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: NAUTILUS INS COMPANY													
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COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
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		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		CONTRACTORS POLLUTION LIABILITY \$5,000 RETENTION	CPL2026683-11	07/10/2019	07/10/2020	Pollution Limit: 2,000,000 per Occurrence 2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Key West Bight Marina

*Certificate Holder is included as indicated on the attached endorsements "WHEN REQUIRED BY WRITTEN CONTRACT." SAMPLE COPIES OF ENDORSEMENTS ARE ATTACHED.

***30 Day Advance Notice of Cancellation EXCEPT 10 Days for Non-Payment of Premium

CERTIFICATE HOLDER City of Key West 201 Williams Street Key West, Florida 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Gloria J. Bravo, CIC
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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY

VI. DEFINITIONS, 5. Insured is amended to include as an insured any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of your work which is the subject of such written contract or written agreement, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** for that additional insured.

With respect to damages caused by your work, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



ENDORSEMENT NO. 16

Date of Issuance 04/20/2018

THIS ENDORSEMENT, EFFECTIVE 03/29/2018 FORMS A PART OF POLICY NO. H 0877068 OF THE Continental Insurance Company ISSUED TO Kearns Construction Company, Inc.

Blanket Primary & Non- Contributory Endorsement

Premium: Included

In consideration of the additional premium shown in the schedule to this endorsement and subject to all the terms, conditions, limits and exclusions of the policy to which this endorsement is attached, it is agreed that:

It is agreed that to the extent that the Named Insured is obligated by written contract to name any person or organization as an Additional Insured and/or Loss Payee, and/or waive subrogation, Underwriters agree that such person or organization shall be considered as such, and rights of subrogation are hereby waived, but only with respect to the work and/or operations actually performed by or on behalf of the named Assured(s) at the time of the loss and coverage under this policy afforded to the Additional Insured will apply as primary insurance where required by written contract, however, the inclusion of Additional Assured shall in no way increase the limit of liability hereunder, and any other insurance issued to such Additional Insured shall apply as excess non-contributory insurance.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AGENT OR BROKER NAME AND ADDRESS

**International Special Risks, Inc.
7130 Glen Forest Drive, Suite 405
Richmond, VA. 23226**



ENDORSEMENT NO. 8

Date of Issuance 04/20/2018

THIS ENDORSEMENT, EFFECTIVE 03/29/2018 FORMS A PART OF POLICY NO. H 0877068 OF THE Continental Insurance Company ISSUED TO Kearns Construction Company, Inc.

ADDITIONAL INSURED(S) & WAIVER OF SUBROGATION - P&I SPECIFIC
(BLANKET BASIS)

In consideration of an Additional Premium of \$250.00 it is understood and agreed that this Policy will include, as an Additional Insured, any person or organization, but only to the extent that you are obligated by a "written contract" to include them as Additional Insured(s) and only with respect to work and/or operations performed by you or on your behalf.

The inclusion of an Additional Insured does not in any way extend the type of coverage afforded by the Policy, nor does it increase the limit of liability under the policy.

It is further agreed that we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of "your work" with that person or organization, but only to the extent that you are obligated by "written contract" to provide such waiver of rights of recovery and only with respect to "your work" or to your premises or the premises you use.

"Written Contract" is defined as a contract that is a legally binding agreement between two or more parties which contain the elements of a valid legal agreement, and is enforceable by law or by binding arbitration.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AGENT OR BROKER NAME AND ADDRESS

International Special Risks, Inc.
7130 Glen Forest Drive, Suite 405
Richmond, VA. 23226

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

10020005460236780542860



POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others
To Us Condition does not apply to the person(s) or
organization(s) shown in the Schedule, but only to the
extent that subrogation is waived prior to the "accident"
or the "loss" under a contract with that person or
organization.**

10020005460236780542863



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured		Policy No.	
Company	Effective Date	Premium \$	Endt. No.
Authorized Representative			

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE
ALL ENTITIES COVERED

Countersigned by _____ Authorized Representative

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement, effective 12:01 a.m. March 29, 2019, forms part of Certificate No. ALMA02175-01 issued to Kearns Construction Company, Inc., by the American Longshore Mutual Association, Ltd. ("Association").

The Association waives its rights of subrogation against other individuals, firms, organizations or corporations but only when required by written contract and only to the extent required by that contract. This waiver shall apply only in respect to the specific contract existing between the Member and such other individual, firm, organization or corporation and shall not be construed to be a waiver in respect of other operations of such individual, firm, organization or corporation in which the Member has no contractual interest.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of this Coverage Agreement, except as hereinabove set forth.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.