

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

BID FORM (ADDENDUM 3)

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: Replacement of Tarpon Pier

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

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

Name: BRIAN L. MIDOLO

Telephone: 941-505-0221 Cell 941-628-6730

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

LIQUIDATED DAMAGES

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

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

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

PERMITS:

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

	Item Description	Quantity	Units	Unit Price	Total
Base Bid					
	Mobilization/staging and Demobilization	1	LS	50,000.00	50,000.00
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea	500.00	5,000.00
	Reassemble Kingfish Finger piers at end of project	10	ea	500.00	5,000.00
	Demolition of Existing wood and concrete Tarpon Pier	1	LS	116,163.00	116,163.00
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf	80.00	38,400.00
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf	80.00	287,200.00
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf	75.00	21,000.00
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea	7,000.00	70,000.00
	Piles 11-14 (24" dia)	4	ea	8,173.00	32,692.00
	Pile Collars	14	ea	450.00	6,300.00
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea	8,345.00	8,345.00
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS	35.00	3,570.00
	Electrical System per HSA Plans and Specifications	1	LS	214,445.00	214,445.00
	Potable Water System per HSA Plans and Specifications	1	LS	31,845.00	31,845.00
	Sewer System per HSA Plans and Specifications	1	LS	31,845.00	31,845.00
	Fire System per HSA Plans and Specifications	1	LS	27,445.00	27,445.00
	As-builts/Product information and Warranty Certificate Binder	1	LS	6,000.00	6,000.00
	IPE Decking for main Pier	4,350	SF	10.00	43,500.00
				Total Base Bid	\$ 998,750.00
Alternate Bid Item 1 (Finger Piers)					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf	75.00	150,000.00
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea	750.00	13,500.00
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea	5,430.00	(-) (21,720.00)
	Piles 11-35 (18" dia)	25	ea	7,000.00	175,000.00
	Pile Collars (additional)	21	ea	450.00	9,450.00
	Furnish and install accessories (Cleats: Finger piers)	120	ea	35.00	4,200.00
	IPE Decking for Finger Piers	2,000	sf	10.00	20,000.00
				Sub Total Alternate Bid Item 1 (Finger Piers)	\$ 350,430.00
Alternate Bid Item 2 (Work under Addendum 1)					
	Addendum 1 Replacemnet of Bracing Wahoo and Kingfish Piers	92	ea	2,010.00	184,920.00
				Total Base Bid plus Alternate Bid Item 1 and 2	
Alternate Bid Item 3 (Composite Decking)					
	Furnish Composite Decking (Main Pier)	4,350	sf	1.00	(-) (4,350.00)
	Furnish Composite Decking (Finger Piers)	2,000	sf	1.00	(-) (2,000.00)
				Sub Total Alternate Bid Item 3): Indicaate as an Additive or deductive:	(-) (6,350.00)
				Total Base Bid plus Alternate Bid Items 1, 2 and 3	\$ 1,527,750.00

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

one million Three Hundred Forty-nine Thousand one Hundred Eighty Dollars

(Amount written in words has precedence)

and no Cents

TOTAL :

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

\$1,349,180.00

(numerals)

SUBCONTRACTORS

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

Coffin Marine Services
Name

PO Box 430538 Big Pine Key FL 33043
Street City State Zip

Marina Utilities
Name

10951 Harmony Park Dr. Bonita Springs FL 34135
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Surety

International Fidelity Ins. Co whose address is
1 Newark Center Newark N.J., 07102
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Masine Contracting Group, Inc.
doing business at
3511 Vasco St, Unit 112 Punta Gorda FL 33950
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:

Brian L. Midolo, V.P./Corp. Sec. _____
Bruce A. Midolo, President _____

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ___ day of 20.

(SEAL)

MABINE Contracting Group, Inc.
Name of Corporation

By: [Signature]

Title: Brian L. Midolet, P. P. / Corp. Sec.

Attest: [Signature]
Secretary

END OF SECTION

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

Signed and sealed this 19th day of Septemeber, 20 12.

Marine Contracting Group, Inc.

Principal

By:  VP & Secretary

International Fidelity Insurance Company

Surety

By:  Jean Neal Miller

Attorney-In-Fact

Jean Neal Miller

END OF SECTION

Tel (973) 624-7200

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PEGGY L. SNOW, JAMES H. BREEN, DEIDRE ANN SULLIVAN, AUDREY J. GALLAGHER,
M. GARY FRANCIS, BRETT A. RAGLAND, JEAN NEAL MILLER

Lake Mary, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19th day of September, 2012

Assistant Secretary

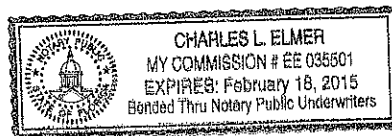
ANTI-KICKBACK AFFIDAVIT

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: *[Signature]*
Brian L. Nichol, V.P. Corp. Sec.

Sworn and subscribed before me this
24 day of Sept., 2012



[Signature]
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: 2-18-15

END OF SECTION

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

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

1. This sworn statement is submitted with Bid or Proposal for Replacement of Tupper Picer
2. This sworn statement is submitted by MABINE Contracting Group, Inc.
(name of entity submitting sworn statement)

whose business address is 2511 Vasco St, Unit 112, Punta Gorda,
FL 33950 and (if applicable) its Federal Employer

Identification Number (FEIN) is 65-0869775

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

3. My name is Brian L. Midolo
(please print name of individual signing)

and my relationship to the entity named above is Vice President / Corporate Secretary

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


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

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

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

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

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



 (signature)
 Sept 24, 2012

 (date)

STATE OF Florida

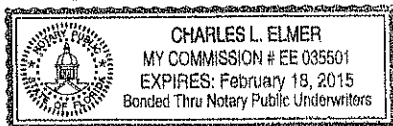
COUNTY OF Charlotte

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Brian L. Midolo who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 24 of September, 2012

My commission expires: 2-18-15





 NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

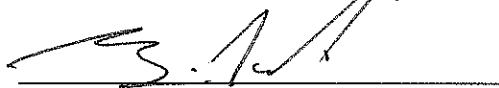
These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel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

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

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

Contractor Name: Mabine Contracting Group Inc. SEAL:

2511 Vasco St. Unit 112
Address Punta Gorda, FL 33950



Authorized Signature

BRIAN L. Midoia
Print Name

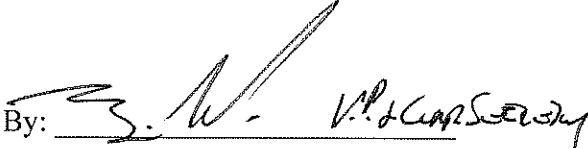
Vice Pres / Corporate Sec.
Title

Date: Sept. 24, 2012

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

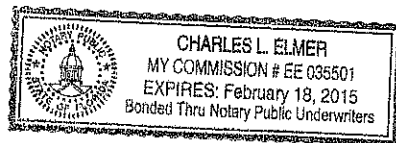
STATE OF FLORIDA)
): SS
 COUNTY OF Charlotte)

I, the undersigned hereby duly sworn, depose and say that the firm of Nagire Contracting Group, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 

Sworn and subscribed before me this

24 day of Sept., 2012




 NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 2-18-15

N/A

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

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

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

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

Business Name _____ Phone: _____
 Current Local Address: _____ Fax: _____
 (P.O Box numbers may not be used to establish status)

Length of time at this address _____

 Signature of Authorized Representative _____ Date _____

STATE OF _____
COUNTY OF _____

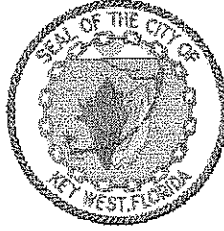
The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____.
 By _____, of _____
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced _____ as identification
 (type of identification)

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank



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

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

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

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

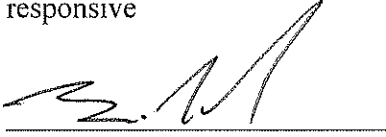
13. **AWARD OF CONTRACT**

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

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

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

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



Signature

Brian L Miblo V.P.

Mabine Contracting Group, Inc.

Name Of Business



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

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

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

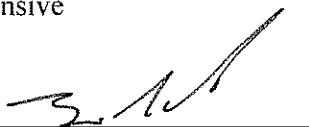
- Optional Site Visit: See attached list of attendees
- Engineers Estimate: \$1.5 million dollars
- The bid due date is NOT changed as a result of this Addendum
- ACOE/NOAA Permits: See attached permits. Contractor is required to comply with the Conditions of these permits and assist the City with the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

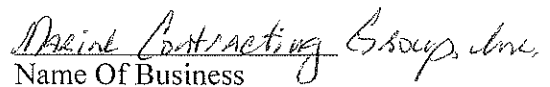
The CONTRACTOR and his subcontractors will provide Workman's Compensation Insurance, U.S. Longshoremen and Harbor Workers Act, Jones Act, and Public Liability and Property Damage Insurance that must be approved prior to Commencement. The insurance amounts are as follows:

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

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

Signature


Brian L. Nobile V.P.


Name Of Business




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

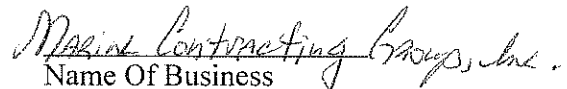
ADDENDUM #3
Replacement of Tarpon Pier
Invitation to Bid: 12-030
10 September 2012

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

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

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


Signature Brian L. Midolo V.A.


Name Of Business



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

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

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

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

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

A handwritten signature in black ink, appearing to read "Brian L. Midolo".

Signature

Brian L. Midolo, V.P.

Marine Contracting Group, Inc
Name Of Business



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

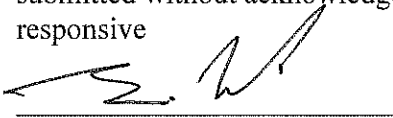
ADDENDUM #5
Replacement of Tarpon Pier
Invitation to Bid: 12-030
17 September 2012

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

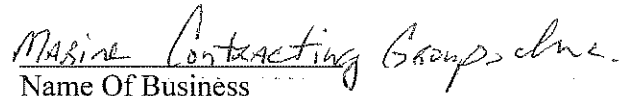
- The bid due date is changed to 26 September at 3pm

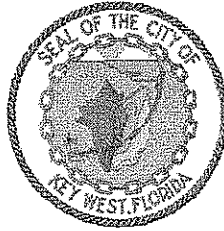
All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signature


BRIAN L. MIDOLO, V.P.

Name Of Business


MARINE CONTRACTING GROUP, INC.

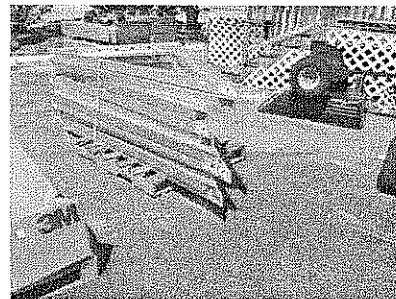
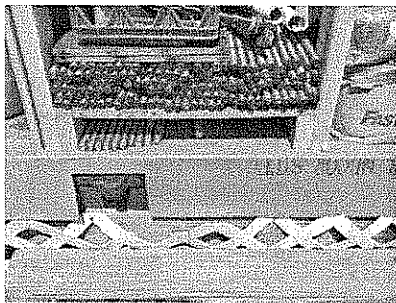


THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

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

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

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



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

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

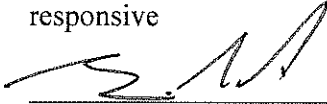
attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City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

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

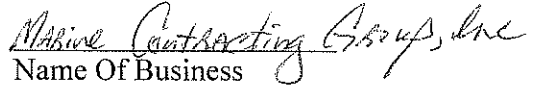
The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description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

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

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



Signature BRIAN L. Nichols, V.P.



Name Of Business

RELEVANT PROJECT EXPERIENCE

Project, Owner, Address	Owner/Engineer Contact, Phone Number, Fax, E-mail	Scope of Work	Delivery Method	Initial Contract, Final		Projected and Final Completion
				Value		
Laisley Park Marina City of Punta Gorda 900 W. Henry St. Punta Gorda, Florida 33950	Randy Brodersen P: 941-575-5071 F: 941-575-5044	New Seawall 16' concrete panel with King pile, New marina construction of 80+ slips, Floating and fixed dock construction	Competitive Bid (design,bid,build)	\$2,192,000.00	\$2,192,000.00	Aug-07
Florida Marine Laboratory Florida Fish and Wildlife Services Layton, Florida	John Hunt 305-289-2330 John.Hunt@MyFWC.com	Shoreline restoration, seawall installation, dredge, and dock installation	Competitive Bid (design,bid,build)	\$1,174,805.00	\$1,300,000.00	Apr-08
Port LaBelle Marina Port LaBelle Dock, LLC	Walter Ferguson 305-856-4235	Construction of fixed wood docks with finger piers, fend off piles, and dredging	Competitive Bid (design,bid,build)		\$1,298,539.00	Oct-06
Punta Gorda Seawalls City of Punta Gorda 900 W. Henry Street Punta Gorda, Florida 33950	Randy Brodersen 941-575-5071	Concrete seawall replacement, 100,000 LF, on-going, Approximately 5,000-10,000 per year	Competitive Bid (design,bid,build)	\$1,542,541.00	annually	On-Going
Tampa Harbour Yacht Club Tampa Harbour Devel., LLC/YCOA 17501 Harbour Point Drive Fort Myers, Fl 33908	April Miller 239-489-2969 Fax 239-489-2986	Reconfiguration of existing marina, including removal and rebuilding of pilings and docks	Competitive Bid (design,bid,build)	\$354,000.00	\$446,275.00	Oct-08
Naples Powerboat Squadron Marina Naples Powerboat Marina	Jim Fisher 239-261-8878	Removal of hurricane damaged structure, reconstruction of dock, seawall, roof, pilings, and slips	Competitive Bid (design,bid,build)		\$271,596.00	Mar-08
Isles Yacht Club Isles Yacht Club, Inc.	Dave Gerdel 941-505-8620	Reconstruction of collapsed dock & pilings, including fingerdocks, walkways, fuel dock, and water pedestals	Competitive Bid (design,bid,build)		\$206,185.00	Sep-06
Ceilus Barrier Removal City of Cape Coral	Albert Pionke 239-242-3259	Removal of stormwater barrier and associated boal lift facilities	Competitive Bid (design,bid,build)	\$137,500.00	\$140,900.00	Jul-08
Sea Isles Condominiums Condo Assoc. of Sea Isles, Inc Punta Gorda, Fl	Robert McHugh 941-639-4823	Demolition and reconstruction of existing finger docks and support pilings	Competitive Bid (design,bid,build)		\$140,000.00	Sep-08
Ocean Club at Port Canaveral Dream Harbors LLC 909 10th Street South, #105 Naples, Fl 34102	Frank Donahue 239-643-7855 Fax 239-643-7859 emeraldadyacht@aol.com	Pile driving, rebuild of pier and launch pad, and seawall, slipways in floating dock configuration.	Competitive Bid (design,bid,build)	\$597,540.00	\$597,540.00	Feb-08
Vanderbilt Surf Colony VSC Rec. & Maintenance Assoc. 11 Bluebill Ave. Naples, Florida 34108	Turrell, Hall and Associates Michael Kurtz 239-643-0144 fax 239-643-6632	Replace seawall and install wood walkway and multiple docks	Competitive Bid (design,bid,build)	\$272,372.00	\$289,940.00	Apr-09
Ballast Point Pier City of Tampa 5212 Interbay Blvd. Tampa, Fl 33602	Sten Anderson 813-393-7886	Rehabilitation of fishing pier, including replacement of decking, railings, benches, fish cleaning stations, and shelter	Competitive Bid (design,bid,build)	\$996,200.00	\$947,630.00	Apr-09
Cocohatchee Deck Collier County BOCC Vanderbilt Dr. Naples	Tony Roberto 239-252-4000	Removal and replacement of decking, pile removal, and replacement of wood stair with concrete stairs	Competitive Bid (design,bid,build)	\$66,350.00	\$87,385.00	Apr-09

AC# 6260999

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081001327

DATE	BATCH NUMBER	LICENSE NBR
08/10/2012	128036149	CBC059835

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

MELTON, JOHN ROBERT JR
MARINE CONTRACTING GROUP, INC.
2511 VASCO ST, UNIT 112
PUNTA GORDA FL 33950

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

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AC# 6261503

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081001831

DATE	BATCH NUMBER	LICENSE NBR
08/10/2012	128036149	SCC131150958

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

MELTON, JOHN ROBERT JR
MARINE CONTRACTING GROUP, INC.
2953 BIENVILLE BLVD BOX 306
OCEAN SPRINGS MS 39564

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW