### BID FORM

To:

City of Key West, Florida

Address:

1300 White Street, Key West, Florida 33040

Project Title:

PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER

WALKWAY REPAIR – KEY WEST BIGHT MARINA

Project No.:

ITB #25-008

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

Company Name: KEARNS CONSTRUCTION COMPANY

Contact Name & Telephone #: JOHN KEARNS, 305.461.0310

Email Address: JKEARNS@KEARNSCONSTRUCTION.COM

### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

### **GENERAL INSURANCE REQUIREMENTS:** 1.0

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



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



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

### 2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS:

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

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

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

### Employee

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

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

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

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

Bodily Injury &

\$1,000,000.00 Combined Single Limit each

Property Damage Liability

Occurrence and Aggregate

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

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

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

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

Bodily Injury

\$1,000,000.00 Limit Each Accident

Property Damage Liability

\$1,000,000.00 Limit Each Accident

or

Bodily Injury &

Property Damage Liability

\$1,000,000.00 Combined Single Limit Each Accident

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

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

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



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

### SURETY AND INSURER QUALIFICATIONS

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

### CONTRACT EXECUTION

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

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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

### LIQUIDATED DAMAGES

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

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

### <u>ADDENDA</u>

### SALES AND USE TAXES

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

### UNIT PRICE WORK ITEMS

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



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

\* \* \* \* \*



### BID SCHEDULE

Project Title: PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY

REPAIR - KEY WEST BIGHT MARINA

Project No.: ITB #25-008

### **UNIT PRICE BID**

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

### 1. Mobilization, General/Supp Conditions and Demobilization

	<u>ITEM</u>	<b>OTY</b>	UNIT	UNIT PRICE	
a.	Mobilization	1	Each	\$ 100,006	
b.	General/Supp. Conditions	1	Each	\$75,788-	
c.	Demobilization	1	Each	\$ 1,000-	
	1 LS (10% of Construct	tion Cost Ma	ax(a+b+c)	TOTAL \$ 176,78	38

2. Payment and Performance Bonds

	1	LS	\$ 40,000
3. Permit Fees (to be paid at cost)			
	$\mathbf{OTY}$	UNIT	SUBTOTAL
	1	LS	\$ 90,000

UNIT

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

OTY

LENGTH	<u>QTY</u>	UNIT	UNIT PRICE SUBTOTAL
10'L 12'L	20 74	Each Each	\$550@ \$ 11.000- \$595.27 \$44.050-
15'L	3	Each	TOTAL \$ 57.100

G

SUBTOTAL

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			CUPTOTAL
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		\$ (270,00	1/2750
23	Each	\$600.00	D 100
		TOTAL	s 24,480 -
embly (includes	all labor eq	ninment disposal and	material)
			SUBTOTAL
		. , , , , ,	\$ 4/4/ E/00 -
390	LA	Ψ	11,50
or equipment of	disposal and	material)	
	•	-	SUBTOTAL
		\$ 11	\$ 8920
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cap rock (include	es all labor, e	equipment, disposal ar	id material)
			SUBTOTAL
143	EA	\$ (0.009	\$ 867.867
		-027	
ncludes all labor,	equipment,	disposal and material)	
		UNIT PRICE	SUBTOTAL
143	EA	\$ 109	\$ 15,620
cludes all labor,		•	
$\overline{\mathbf{QTY}}$		UNIT PRICE	SUBTOTAL
1	LS	\$ 114,433	<u>\$ 114,433</u>
thouse Walkway	/ Repairs (in	cludes all labor, equip	ment, disposal
			GYTTOM OM . T
QTY	UNIT	UNIT PRICE	SUBTOTAL
l	LS	\$ 269,112	\$ 264,112
	/	1.1	1 1
Dock Extension	(includes all	labor, equipment, dis	posai and
OTN	TIMITE	IMP DDICE	CHDTOTAL
$\frac{\mathbf{Q}\mathbf{I}\mathbf{Y}}{1}$		© CO CO	SUBTOTAL \$ 150,000
1	LS	\$ 170,000	5 10,
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OTV	TINIT	IINIT PDICE	SUBTOTAL
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-			\$ 0.00
- U	LA	φυ.υυ	Ψ0.00
		TOTAL	\$ 0.00
		IVIAL	Ψ_0.00
	oty  1 13 25  embly (includes Oty 396  oor, equipment, of Oty 792  cap rock (include Oty 143  cludes all labor, Oty 143  cludes all labor, Oty 1  thouse Walkway  Oty 1  Dock Extension  Oty 1	OTY UNIT  1 Each 13 Each 25 Each  embly (includes all labor, equipment, disposal and OTY UNIT 792 EA  cap rock (includes all labor, equipment, disposal and OTY UNIT 143 EA  cludes all labor, equipment, OTY UNIT 143 EA  cludes all labor, equipment, OTY UNIT 1 LS  chouse Walkway Repairs (includes all labor, equipment, disposal and UNIT 1 LS  chock Extension (includes all labor, equipment, disposal and UNIT 1 LS  chock Extension (includes all labor, equipment, disposal and UNIT 1 LS  chock Extension (includes all labor, equipment, disposal and UNIT 1 LS  chock Extension (includes all labor, equipment, disposal and UNIT 1 LS  chock Extension (includes all labor, equipment, disposal and UNIT 1 LS  chock Extension (includes all labor, equipment, disposal and equipment,	1 Each \$ \$ 50.00 13 Each \$ \$ 50.00 25 Each \$ \$ 50.00 TOTAL  embly (includes all labor, equipment, disposal and OTY UNIT PRICE \$ 1.00 DOTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material) OTY UNIT UNIT PRICE \$ 1.00 DOCK Extension (includes all labor, equipment, disposal and material)

14. General Allowance (only to be used with Owner's written approval) UNIT UNIT PRICE **SUBTOTAL QTY** LS \$ 100,000 \$ 100,000 TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE: Total of lump sum items 1 - 14 Dollars & (amount written in words) NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF **AWARD** CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE List items to be performed by Contractor's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

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### **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; Portion of Work City State Street Portion of Work City State Street Portion of Work Name Zip Street City State Portion of Work

de

Zip

State

Name

Street

City

### **SURETY**

HARTFORD CASUALTY INS	whose address is			
ONE HARTFORD PLAZA	HARTFORE	CT	, 06155	
Street		ity	State	Zip
305.722.2663 CH	HARLES J. NIELSON	OF NIELSO	N, HOOVER & C	OMPANY / ACI
Phone	Resid	ent Agent		
<u>BIDDER</u>				
The name of the Bidder submittin	g this Bid is KEARN	S CONSTRUC	CTION COMPAN	IY
				oing business
at				0
2550 S BAYSHORE DR., STE 2	06B MIAMI	FL	ຸ 33133	
Street		ity	State	Zip
JKEARNS@KEARNSCONSTRU	JCTION.COM			
email address				
which is the address to which all c shall be sent.	communications conce	erned with this	Bid and with the	Contract
The names of the principal officer of all persons interested in this Bio			Bid, or of the part	tnership, or
Name			Title	
CHARLES KEARNS	CEO			
JOHN KEARNS	CFO			
JAMES SULLIVAN	coo			



### If Sole Proprietor or Partnership

IN WITNES	SS hereto the undersigned has set his (its) hand this	day of	20
	Signature of Bidder		
	Title		
	If Corporation		
IN WITNES its seal affix	SS WHEREOF the undersigned corporation has caused ed by its duly authorized officers this All day of Al	this instrument to b	
(SEAL)			
	KEARNS CONSTRUCTION COMPANY		
	Name of Corporation		
	By JOHN KEARNS	earl	
	Title CFO		
	Attest IGNACIO FORTE STAMM	no toxte	
	Secretary		



### EXPERIENCE OF BIDDER

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

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

PLEASE REFER TO THE ATTACHED EXPERIENCE LIST & REFERENCE LIST.		
AIA COMPLETED PROJECTS LIST ALSO INCLUDED IN BID.		
•		

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### FLORIDA BID BOND

BOND NO. N/A

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for PILING

REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY

WEST BIGHT MARINA, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

### ITB #25-008

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

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

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

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

Signed and sealed this	30th	day of <u>April</u> , 20 25
		Kearns Construction Company 2550 South Bayshore Drive, Suite 206B, Miami, FL 33133
		By
		PRINCIPAL
		Hartford Casualty Insurance Company
		SURETY
		Ву
		Attorney-In-Fact, Charles J. Nielson

### POWER OF ATTORNE

Direct Inquiries/Claims to: THE HARTFORD BOND, T-11 One Hartford Plaza

Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY

Agency Code: 21-229752

X Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X 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. Dolin Manager C. Broom Doors Notalin C. Domesa Dorid D. Harrey Charles

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

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

















Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre. Assistant Vice President

STATE OF FLORIDA

**COUNTY OF SEMINOLE** 

ss. Lake Marv

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



Jessica Ciccone My Commission HH 122280 Expires June 20, 2025

I. the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 30, 2025

Signed and sealed in Lake Mary, Florida.

















### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA		
	: SS	
COUNTY OF MIAMI-DADE	_	

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

By: JOHN KEARNS

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

Notary Public State of Florida Yusleidy Vazquez My Commission HH 566993 Expires 8/18/2028

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 08/18/2028

\* \* \* \* \*

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

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

1.	This sworn statement is submitted with Bid or Proposal for ITB 25-008		
2.	This sworn statement is submitted by KEARNS CONSTRUCTION COMPANY (name of entity submitting sworn statement)		
	2550 S BAYSHORE DR., STE 206B		
	whose business address is MIAMI, FL 333133 and (if applicable) its Federal Employer		
Identifi	ication Number (FEIN) is 77-0615005 (If the entity has no FEIN, include the Social		
Securit	y 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		

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

plea of guilty or nolo contendere.

- 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.

<u>Statutes</u>, 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

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) 30 2025 (date)
STATE	OF FLORIDA
COUN	TY OF MIAMI - DADE
	PERSONALLY APPEARED BEFORE ME, the undersigned authority,
	V KEARNS who, after first being sworn by me, affixed his/her of individual signing)
signatu	re in the space provided above on this 30th day of APRIL , 2025.
My con	nmission expires: 08/18/2028
	Notary Public State of Florida Yusleidy Vazquez My Commission HH 566993 Expires 8/18/2028

### CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR:	SEAL:
	2550 S. BAYSHORE DR., STE 206B, MIAMI, FL 33133
	Address
	Signature JOHN KEARNS  CONTRACTOR  Signature
	Print Name CFO
	Title

DATE: 04 30 2025

le

### EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA			
	: SS		
COUNTY OF MIAMI - DADE	_		
I, the undersigned hereby duly sworn, benefits to domestic partners of its empspouses, per City of Key West Code of By: JOHN KEARNS	ployees on the same bas	sis as it provides benefits to	provides
Sworn and subscribed before me this _	30th	day of APRIL	
Notary Public State of Florid Yusleldy Vazquez My Commission HH 56899: Expires 8/18/2028  NOTARY PUBLIC, State of Florida at	Aprily		
My Commission Expires: 08/18/202	8		

\* \* \* \* \* \*

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### **CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA
: SS
COUNTY OF MIAMI - DADE
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of <a href="MaintingEnglayers">KEARNS CONSTRUCTION COMPANY</a> have read and understand the
limitations and procedures regarding communications concerning City of Key West Code of Ordinances
Sec. 2-773 Cone of Silence
By: JOHN KEARNS
Sworn and subscribed before me this
day of APRIL , 2025.  Notary Public State of Florida Yusleidy Vazquez My Commission HH 566993 Expires 8/18/2028
NOTARY PUBLIC, State of FLORIDA at Large
My Commission Expires: 08/18/2028

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### NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA	
: S	S
COUNTY OF MIAMI - DADE	
named herein, that this Proposal is, in all res	e only persons or parties interested in this Proposal are those pects, fair and without fraud, that it is made without collusion Proposal is made without any connection or collusion with any Contract.  By: JOHN KEARNS
Sworn and subscribed before me this	
30th day of APPIL, 2025.	
that -	
NOTARY PUBLIC, State of Florida at Larg	My Commission HH 566993
My Commission Expires: 08/18/2028	Expires 8/18/2028

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

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

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

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

Business Name: COMPANY Pho	one: 305.461.0310
Current Local Address: 2550S. BASHURE DR. STEXUBFA	x: <u>305.461.1892</u>
(P.O Box numbers may not be used to establish statu	is)
Length of time at this address:	_ / /_ =
John Cours	4/30/2025
Signature of Authorized Representative	Date
STATE OF FLORIDA	
COUNTY OF MIAMI - DADE	
The foregoing instrument was acknowledged before	me this 30th day of APOIL, 2025.
By JOHN VEARNS CTO, of STALLEARNS (	lonstruction Company
KNOWN as identification	Name of corporation acknowledging) or has produced
(type of identification) 8202/81/8 \$91/dx3	44
My Commission HH 566993	
Notary Public State of Florida	Signature of Notary VUSLEIDY VAZQUEZ
Return Completed form with	Print, Type or Stamp Name of Notary
Supporting documents to:	Aft an Maranes No
City of Key West Purchasing	Office Manager
	Title or Rank

### VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: KEARNS CONSTRUCTION COMPANY
Vendor FEIN: 77-0615005
Vendor's Authorized Representative Name and Title: JOHN KEARNS, CFO
Address: 2550 S. BAYSHORE DR., STE 206B
City: MIAMI State: FL Zip: 33133
Phone Number: 305.461.0310
Email Address: JKEARNS@KEARNSCONSTRUCTION.COM
Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount of, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.  As the person authorized to sign on behalf of Respondent, I hereby certify that the company dentified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.
Certified By: JOHN KEARNS, CFO
Print Name Print Title
who is authorized to sign on behalf of the above referenced company.



Authorized Signature:

### AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES						
Entity/Vendor Name: KEARNS CONSTRUCTION COMPANY Vendor FEIN: 77-0615005						
Vendor's Authorized Representative: JOHN KEARNS, CFO						
(Name and Title)						
Address: 2550 S. BAYSHORE DR., STE 206B						
City: MIAMI State: FL Zip: 33133						
Phone Number: 305.461.0310						
Email Address: YVAZQUEZ@KEARNSCONSTRUCTION.COM						
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.						
As defined in Section 787.06(2)(a), coercion means:						
<ol> <li>Using or threating to use physical force against any person;</li> </ol>						
2. Restraining, isolating, or confining or threating to restrain, isolate, or						
confine any person without lawful authority and against her or his will; 3. Using lending or other credit methods to establish a debt by any person						
when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward						
the liquidation of the debt, the length and nature of the labor or service						
are not respectively limited and defined; 4. Destroying, concealing, removing, confiscating, withholding, or						
possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification						
document, of any person;						
5. Causing or threating to cause financial harm to any person;						
<ul> <li>6. Enticing or luring any person by fraud or deceit; or</li> <li>7. Providing a controlled substance as outlined in Schedule I or Schedule</li> </ul>						
II of Section 893.03 to any person for the purpose of exploitation of that person.						
As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.						
Certified By: JOHN KEARNS , who is						
authorized to sign on behalf of the above referenced company.						
addition need to sign our bollant of the above referenced company.						
Authorized Signature:						
Print Name: JOHN KEARNS						
Title: CFO						

### THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

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

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

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

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

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

04 30 2025 Date	(Signature of Authorized Representative)
State of FLORIDA County of MIAMI-DADE	
	ignature in the space provided above on this 25.
	08/18/2028
Signature, Notary Public	Commission Expires
Notary Public State of Floring Yusleldy Vazquez  My Commission HH 56698  Expires 8/18/2028	

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### BIDDER'S CHECKLIST

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

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





### **PORT & MARINE SERVICES**

201 William Street Key West, FL 33040

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

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

### **GENERAL NOTES:**

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

### QUESTIONS & CLARIFICATIONS:

- 1. Protection of existing structures states vibration monitoring is required, please confirm.
  - Yes, vibration monitoring is required at nearby structures as described in Section 022150, for structures "that could receive seismic motion greater than one-half inch per /second (or a more stringent velocity required by a permit or agency) and could be at risk for being damaged from ground vibrations due to construction."
- 2. States dynamic pile testing shall be performed, does this include the timber pile? And what is the driving criteria for either type?
  - Yes, this includes timber piles. Based on ASTM D4945 dynamic testing equipment and setup are described for both concrete and timber pilings.
- 3. Obstruction lighting of cranes , per CFR part 77 crane elevations may not exceed 100ft , however spec states lighting required over 100ft. Has an aeronautical study been completed to determine if it will exceed a standard of subpart C of 14CFR Part 77.?

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



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

Concrete piles have been removed from scope.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

See answer to #11.

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

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

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

Yes, a staging area will be provided

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

**TBD** 

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

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

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

Delivery times to be set by contractor

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

Professional liability insurance is not required for this project.

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

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

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

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

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

Four (4) days.

- 22. The plans and specifications call for 12" piles. At what location on the pile should be the pile diameter measured? (top or bottom of the pile?) (Suggested 3' down from butt of Pile)?
  - 3' down from butt of pile is ideal for pile diameter measurement.
- 23. Will the contractor be required to provide signed and sealed pile logs to the City and/or the Building Department?

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



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

All weather-related time extensions will be considered.

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

All weather-related time extensions will be considered.

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

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

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

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

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

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

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

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

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

Turbidity curtains are required for all in-water activities.

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

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

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

See answer to #31.

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

These special bidding requirements shall not be waived.

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

Yes, see attached revised Bid Schedule.

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

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

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

See answer to #14.

All other elements of the Contract and Proposal documents including the Bid date, shall remain unchanged. All Proposers shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

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

## ITB #25-008 indatory Pre-Bid Meeting SIGN-IN Sheet

	Manuatory Fre-Bid Meeting S. April 15, 2025 2:30 PM
NAME / COMPANY	CONTACT#
Steve McAleamey / City of Key West Karen Olson / City of Key West Tim Tychan / City of Key West David Marsicano / City of Key West	305-809-3792 305-809-3803 305-809-3778

timothy.tvchan@cityofkeywest-fl.gov david.marsicano@cityofkeywest-fl.gov

smcaleamey@cityofkeywest fl.gev

EMAIL

koslson@cityofkeywest-fl.gov

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david Bay Frontham no T	Smalderay Socratton months.	TOFESSONAL MARTINECLIA COMPTICION	Office (2) contrastructores mouns	afethite marine -commetens con	Clyazquez@ Filkeyscontractors IIc. com	CAPIS PLIMANCE O GOTTON	Acada Sector		infold LPS-Contracting com.
1. 35-619-771C	409-745-5989	954 415 0652	305-393-5953	315-022-6181	Contractors, 41. (305) 364-6650	1 1-11 105-757-1062	sto often 3/4/6-040	1772-781-3404	305-240-9882
David Steinmayer, Gult Suthorn Const. Co.	Doey maldoned - Coller macine	- 1- Massiso 274 - PMCC	Even Lyons Coral Construction Co.	MORITAN PONT MARING (ONSTAUCTOU)	Alex Velazquez Florida Leys Contrac	Gara Centone Cancibludia stire	Jan Leens teems Careto Ara 3/4/6-040	STUART MCGAHER TETRA TECH	ASAM GLES LPS CONTRACTING

### BID SCHEDULE

Project Title:	PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA
Project No.:	ITB #25-008
IINIT DDICE D	ID.

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

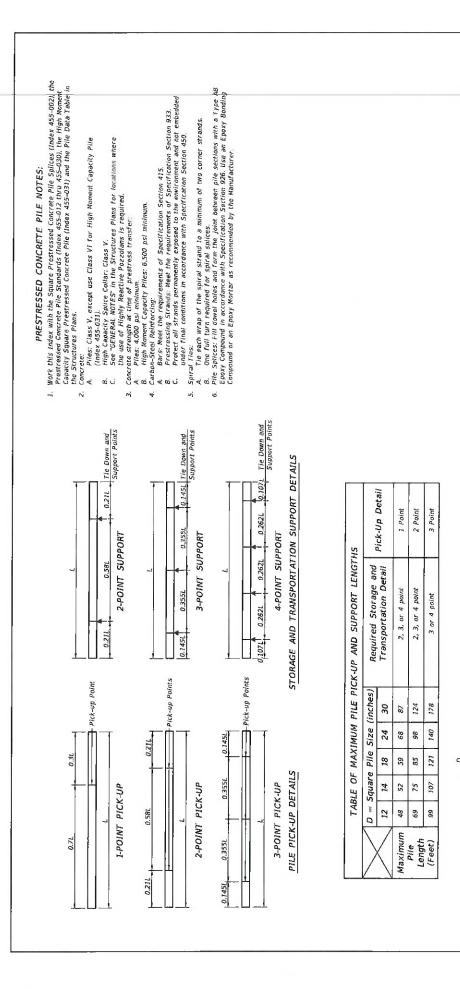
### 1. Mobilization, General/Supp Conditions and Demobilization

a. b.	General/Supp. Conditions	OTY 1 1	UNIT Each Each	<u>UNIT PRICE</u> \$ \$				
	1 LS (10% of Construct	ion Cost Max	(a+b+c)	TOTAL	\$			
2. Payment and	d Performance Bonds	<u>OTY</u>	UNIT LS		SUBTOTAL \$			
3. Permit Fees	(to be paid at cost)	<u>OTY</u>	UNIT LS		SUBTOTAL \$_90,000			
4. 3x8 Horizontal Timbers (includes all labor, equipment, disposal and material)  LENGTH QTY UNIT UNIT PRICE SUBTOTAL								
	10'L 12'L 15'L	20 74 3	Each Each Each	\$ \$ \$	\$ \$ \$			
				TOTAL	\$			



5. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)							
	LENGTH	<u>OTY</u>	UNIT	UNIT PRICE	<b>SUBTOTAL</b>		
	10°L	1	Each	\$	\$		
	12'L	13	Each	¢	\$		
				\$	\$		
	15°L	25	Each	\$	<b>p</b>		
				TOTAL	\$		
6. <u>26" SS</u>	S All-Thread Hardware Asseml	bly (includes	s all labor, equ	ipment, disposal and	material)		
		OTY	UNIT	UNIT PRICE	<b>SUBTOTAL</b>		
		396	EA	\$	\$		
7. <u>SS Nu</u>	t & Washer (includes all labor,		-	,			
			<u>UNIT</u>	UNIT PRICE	<u>SUBTOTAL</u>		
		792	EA	\$	\$		
8. 12"x3:	5' Dia Pile, driven 10' into cap	rock (includ	des all labor, e	quipment, disposal a	nd material)		
	-	QTY	UNIT	UNIT PRICE	<b>SUBTOTAL</b>		
		143	EA	\$	\$		
				·			
9. Conic	al PVC/HDPE Pile Caps (inclu	ides all labor	r, equipment, o	disposal and material	)		
		QTY	UNIT	UNIT PRICE	SUBTOTAL		
		143	EA	\$	\$		
10. <u>Conc</u>	<u>rete Grout Mix &amp; Rebar</u> (inclu	des all labor		A COLUMN TO COLU			
		<u>QTY</u>	<u>UNIT</u>	UNIT PRICE	<u>SUBTOTAL</u>		
		1	LS	\$	\$		
		**					
	omponents required for Boatho	use Walkwa	i <u>y Repairs</u> (inc	ludes all labor, equip	oment, disposal		
and mate	rial)	OTV	TIMIET	INUT DDICE	CIDTOTAL		
		<u>OTY</u>	UNIT	UNIT PRICE	SUBTOTAL		
		1	LS	\$	\$		
	omponents required for H2 Do	ck Extension	includes all	labor, equipment, dis	sposal and		
material)							
		<u>QTY</u>	UNIT	UNIT PRICE	SUBTOTAL		
		1	LS	\$	\$		
	tional 14" square concrete. x 35	5' Piles (loca	ation TBD) (in	cludes all labor, equi	pment, disposal		
and m	aterial)	OTN	TIME	IMP PRICE	CIDTATAL		
	ITEM De ele Bile	<u>QTY</u>	UNIT	UNIT PRICE	SUBTOTAL		
	Dock Pile	0	EA	\$0.00	\$0.00		
	Fender/Mooring Pile	0	EA	\$0.00	\$0.00		
				TOTAL	\$ 0.00		

14. General Allowance (only to be use	d with Owne OTY 1	r's written app <u>UNIT</u> LS	oroval) <u>UNIT PRICE</u> \$_100,000	SUBTOTAL \$ 100,000
TOTAL OF ALL EXTENDED LINE	ITEMS LIS	TED ABOVE	:	
Total of lump sum items 1 - 14				\$
		Dolla	rs &	Cents
(amount written in words)				Cons
NOTE: THE TOTAL BID WILL BE THE AWARD	HE BASIS O	F EVALUAT	TNG LOW BIDDE	R AND BASIS OF
CONTRACTOR'S PROJECTED OPERA	ATIONS LOA	AD AND COS	T ESTIMATE	
List items to be performed by Contractor's (Use additional sheets if necessary.)	s own forces a	and the estima	ted total cost of these	e items.



Spiral Ties --W4.0 (30" Piles) W3.4 (All others) DETAIL SHOWING TYPICAL COVER COVET

1" Rad. or ¾" Chamfer (Typ.)

W. Max.

TYPICAL PILE SHAPE FOR MOLD FORMS

14" Max.

W Max.

LAST S DESCRIPTION:
REVISION S 11/01/22 S

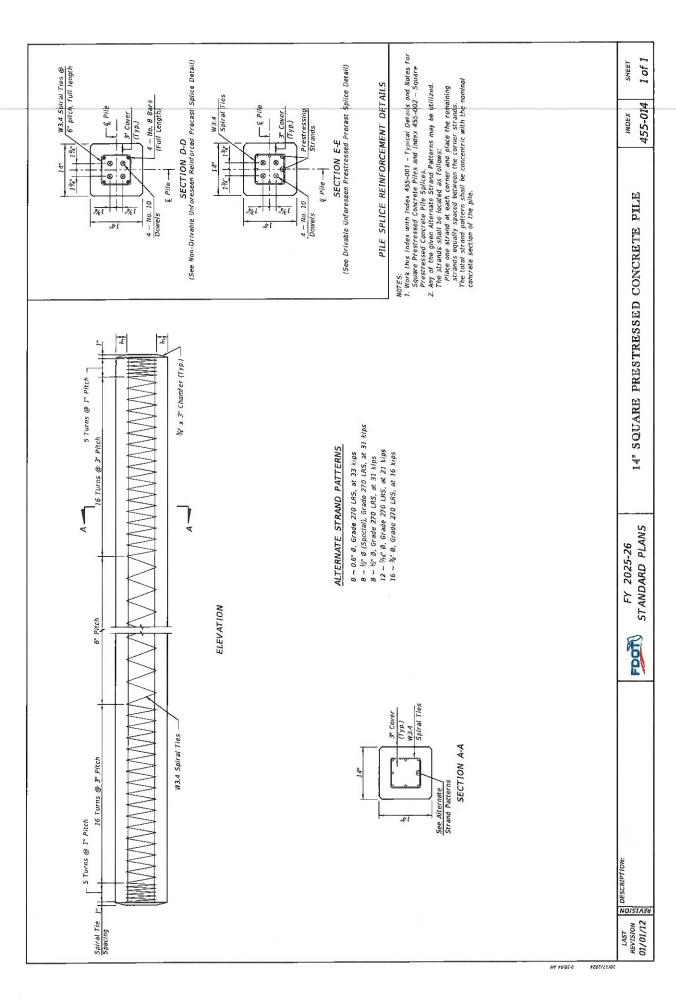
FDOT

STANDARD PLANS FY 2025-26

SQUARE PRESTRESSED CONCRETE PILES . TYPICAL DETAILS & NOTES

1 of 1 SHEET

455-001





# 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

# LICENSE NUMBER: CGC060194

**EXPIRATION DATE: AUGUST 31, 2026** 

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/07/2024

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.



### Client#: 2006693

ACORD...

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2025

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

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

tillo coltalicato acco lio	t como any righto to the continuate mender		
PRODUCER		CONTACT Katie Lambert	ļ
USI Southwest		PHONE (A/C, No, Ext): 504-355-5039 FAX (A/C, No):	610-537-4152
3850 N. Causeway Blv	d., Suite 1200	E-MAIL ADDRESS: katie.lambert@usi.com	
Metairie, LA 70002		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A : Mitsuí Sumitomo Insurance USA Inc.	22551
INSURED		INSURER B: Aspen American Insurance Company	43460
	INSTRUCTION COMPANY, INC	INSURER C : Manufacturers Alliance	36897
	SHORE DR STE 206B	INSURER D: American Longshore Mutual Assn Ltd.	
	ove, FL 33133	INSURER E: Great American insurance Company	16691
Florida DBP	R LICENSE # CGC060194	INSURER F: National Liability & Fire Insurance Co.	20052
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSR WVD POLICY EFF POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY OHM4510326 03/29/2025 03/29/2026 EACH OCCURRENCE X X \$1,000,000 Α DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 CLAIMS-MADE X OCCUR X Marine GL MED EXP (Any one person) s10.000 X Hull/P&I \$1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER \$2,000,000 GENERAL AGGREGATE X PRO-JECT \$2,000,000 PRODUCTS - COMP/OP AGG OTHER: 03/29/2025 03/29/2026 COMBINED SINGLE LIMIT \$1,000,000 AUTOMOBILE LIABILITY 74APB008338 F 03/29/2025 03/29/2026 BODILY INJURY (Per person) APP23576392 ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) X \$ PROPERTY DAMAGE (Per accident) X HIRED AUTOS ONLY Х \$ S X UMBRELLA LIAB A X OCCUR OLM2510616 03/29/2025 03/29/2026 EACH OCCURRENCE \$10,000,000 X EXCESS LIAB В 03/29/2025 03/29/2026 AGGREGATE CLAIMS-MADE OM010PV25 \$10,000,000 DED X RETENTION \$25,000 WORKERS COMPENSATION 03/29/2025 03/29/2026 X STATUTE C 1600808Y AND EMPLOYERS' LIABILITY Y/N 03/29/2025 03/29/2026 E.L. EACH ACCIDENT Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED? ALMA02282508484701 \$1,000,000 N N/A E.L. DISEASE - EA EMPLOYEE \$1,000,000 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 X OMP5608841 03/29/2025 03/29/2026 \$5,000,000 OPA/CERCLA Vessel Pollution X X X CPL202668316 07/10/2024 07/10/2025 \$2,000,000 Each Occ Contractors Poll DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as Additional Insured where indicated below and as outlined in the policy forms. Additional Insured status is not applicable to Workers' Compensation.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Key West 1300 White Street Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
•	AUTHORIZED REPRESENTATIVE
	Chu Cak

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## **DESCRIPTIONS (Continued from Page 1)**

Marine General Liability:

75% Lead Mitsui Sumitomo Ins USA

25% Imperium Insurance Company

Per Project Aggregate - MUS MCL 0137 Rev 12.20

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

Primary Non-Contributory - MUS GEN 0117 Rev 09.16

Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or

Authorization - MUS GEN 0021 Rev 08.16

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

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

Riggers Liability Coverage Form - MUS MCL 0525 Rev 05.21

Cross Liabilities - MUS GEN 0215 Rev 08.16

**XCU Included** 

Diving included

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

Auto Liability (Owned Autos):

Additional Insured (Blanket) included

Waiver of Subrogation - when scheduled

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

Auto Liability (Hired and Non-Owned):

Additional Insured (Blanket) included

Waiver of Subrogation - when scheduled

**Excess Auto:** 

**Upland Specialty Insurance Company** 

Policy #USXTL0590924

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

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

Workers' Compensation (State Act):

Blanket Alternate Employer Endorsement per written contract

Blanket Waiver of Subrogation per written contract

Workers' Compensation (USL&H):

United States Longshore and Harbor Workers' Compensation Act Coverage

Blanket Alternate Employer Endorsement

Blanket Waiver of Subrogation Endorsement

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

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

25% Follow - Imperium Insurance Company, Policy #TSOM25010500

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

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

Automatic Acquisition Clauses - MUS HPI 0005 Rev 10.20

Privilege to Charter - MUS HPI 0025 Rev 08.16

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

XCU Included

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

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

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

35% Follow - Imperium Insurance Company, Policy #TSOM25010600

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

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

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



## **DESCRIPTIONS (Continued from Page 1)**

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

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

50% Follow - Imperium Insurance Company, Policy #OMS2400160901

**Follow Form** 

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

Pollution

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

**Vessel Pollution:** 

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

Blanket Additional Insured - GAI 2445

Blanket Waiver of Subrogation - GAI 2053

Contractor's Pollution Liability:

Blanket Additional Insured Including Primary Non-Contributory and Completed Ops when required by written

contract - CPLO 4038 03 18

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

General Aggregate Limit: \$2,000,000

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

Each Pollution Condition Retention: \$5,000

Inland Marine:

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

Policy #: CIM4113066

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

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

Crane Deductible: \$25,000

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

**Contractors Professional Liability:** 

Carrier: Ironshore Specialty Insurance Company

Policy #DCP7NACYNF4002

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

Limit: \$1,000,000 Each Claim Limit: \$2,000,000 Aggregate Retention: \$100,000 Each Claim

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as

issued by the carrier(s).

RE: ITB 25-008

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

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



### John Kearns

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

Sent: Tuesday, April 29, 2025 1:28 PM

To: John Kearns; Yusleidy Vazquez

Christopher Casbarian Cc:

FW: Proof of Insurance for City of Key West Subject: Attachments: City of Key West COI.pdf; [Untitled].pdf

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

Best Regards,

### **KATIE LAMBERT**

Senior Account Manager | Commercial Lines **USI Insurance Services, LLC** 3850 N. Causeway Blvd., Suite 1200, Metairie, LA 70002

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

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

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

Sent: Tuesday, April 29, 2025 10:00 AM To: Katie Lambert <katie.lambert@usi.com>

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

Get Outlook for iOS

## **EXPERIENCE LIST**



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

Contract amount: \$24 million

Dates work was performed: 2019 - 2021

Owner: City of Miami

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

(Former)

**Engineer: Cummins Cederberg** 

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

Description and location of work: Miamarina Bayside 30 Greenheart Piles replacement in

Miami, FL 33132.

Contract amount: \$126,270

Dates work was performed: April 2024

Owner: City of Miami

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

Engineer: N/A

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

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

Marina. This pile replacement job was the latest work performed.

Contract amount: \$12,200

Dates work was performed: February 26, 2025

Owner: Aabad Melwani

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

Engineer: N/A

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

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

work orders involving the removal and replacement of greenheart piles in Matheson

Hammock Park Marina and Homestead Bayfront Park Marina.

Contract amount: Amount varies based on WO.

Dates work was performed: February 2025 - ONGOING

Owner: Miami Dade County Parks, Recreation & Open Spaces

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

Engineer: N/A

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

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

Contract amount: \$391,000

Dates work was performed: February - August 2022

Owner: FL Dept. of Environmental Protection

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

Engineer: WEC Engineering

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



### REFERENCES LIST

L

1. Aabad Melwani, President

Rickenbacker Marina

3301 Rickenbacker Cswy, Key Biscayne, FL 33149

305.361.1900

am@rmimarina.com

2. Jose Hevia, Principal

Aligned Bayshore Marina, LLC.

1450 Brickell Avenue, Suite 2180, Miami, FL 33131

305.858.9895

jhevia@alignedreh.com

3. Donald Lutton, Marinas Manager

City of Miami

305.329.4754

dlutton@miamigov.com

4. Guillermo Quinones, Marinas Assistant Manager

City of Miami

3400 Pan American Dr., Miami, FL 33133

305.329.4755

gquinones@miamigov.com

5. Jason Brown, Construction Manager I

Miami-Dade County Parks, Recreation, and Open Spaces

11395 SW 79th Street, Miami, FL 33173

786.643.4695

Jason.brown@miamidade.gov

# **AIA Completed Projects List**

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



## OFFICE 305,461,0310 FAX 305,461,1892

## KEARNS CONSTRUCTION COMPANY CGC 060194

							%	<b>,</b> 0
		-					100%	75%
ONGOING	January-25	ONGOING	November-24	January-25	ONGOING	May-24	Winter 2018	Winter 2015
597,950.00	325,975.00	2,947,852.00	274,405.00	2,745,000.00	1,622,955.00	842,844.00	1,200,000.00	900,000,006
\$	٠	<b>⋄</b>	w.	<^-	v.	\$	-4>-	\$
	ASR - Chuck Zhang 786.423.8897 czhang@asrfi.com	Martinez Construction Services 321.349.2000						Nicholson Construction - Eloy Ramos
Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C Jtaylor@cumminscederb erg.com	EAS Engineering - Ed Swakon 305.218.5177 eswakon@eas-eng.com		US Sailing Center - Pat Cummins Cederberg - Downey 305.854.1058	Coastal Engineering Consultants, Inc Mark Kincald mkincaid@cecifl.com	Cummins Cederberg Ken Chang kchang@cumminsceder berg.com	Cummins Cederberg - Leonard Barrera 786.863.1109 Ibarrera@cumminsceder berg.com	BCC Engineering - Christian Aquino 305.670.2350 caquino@bcceng.com	Robert Samara PE 305.934.2220
Captain Bronson Stubbs 904.753.0489 captbron@yahoo.com		US Fish & Wildlife Services 503.736.4469	US Sailing Center - Pat Downey 305.854.1058 usscmiami@bellsouth.n et	Sunset Key - James Vernon (Owner) 305.304.1812 sunsetkey@bellsouth.ne	Sunset Harbour Yacht Club - Daniel Prieto (General Manager) 305.434.4969 dprieto@sunsetharbour yc.com	Rickenbacker Marina - Aabad Melwani 305.361.1900 am@rmimarina.com	City of Miami Beach - David Gomez (PM) 305.673.7071	Miami Dade Water & Sewer Dept Robert
Marine Construction	Marine Construction	Marine Construction	Dredging	Marine Construction	Marine Construction	Marine Construction	Marine Construction	Heavy Construction
Miami, FL	Miami Beach, FL	Key West, FL 33040	Miami, LFL	Key West, FL 33040	Miami, FL	Miami, FL	Miami Beach Fleet Management 140 MacArthur Causeway, Miami Beach, FL 33139	Virginia Key, FL
Biscayne Bay Pilot Station - E Dock	Fisher Island Service Notch - ASR	Ballast Key Pier Replacement - Martinez	US Sailing Center Dredging	Opal Key Marina Navy Pler	Sunset Harbour Yacht Gub Repair & Replacement	Rickenbacker Marina Fuel Dock & Deck Repair	City of Miami Beach Fleet Management New Combi Wall (Underwater Welding)	Norris Cut Sewer Tunnel Access Shaft 42 ft dia. X

Removal of Venetian Causeway 150,000 lb concrete and steel Foundations	Miami, FL	Heavy Construction			GLF Construction - Chuck Gillette (CM) 305.371.5228 EXT 3441 0 / 239.672.9164 C cgillette@gifusa.com	٠	450,000.00	Winter 2015	100%
Flagler Memorial Bridge Demolition Ph I	Paím Beach, FL	Commercial Diving			PCL Civil Constructors - Eugene Santiago 561.253.6995 O / 813.376.6305 C	v.	400,000.00	Summer 2017	100%
Hillsboro Bridge Foundation Stabilization - Concrete mats, commercial diving, marine debris	Hillsboro, FL	Commercial Diving	City of Hillsboro		PCL Civil Constructors - Ricardo Baraybar 561.253.6995 rabaraybar@pcl.com	₩	180,000.00	Summer 2015	100%
Miami River, Big Fish 400 ft Concrete Panel Seawall	Big Fish 620 NE 78th St, Miami, FL 33138	Marine Construction			By His Grace Construction - Elliot Rodriguez 305,642.3520	₩	385,000.00	Summer 2012	100%
Camp Biscayne Dredging, Seawall & Sheet Piles	Key Biscayne Aquatic Camp 160 Harbor Dr., Key Biscayne, FL 33149	Marine Construction		Ocean Consulting - Kirk Lofgren 305.921.9344 Kirk@oceanconsulting.c		·ν·	450,000.00	Summer 2009	100%
Miami River Ship Terminal 400 ft Sheet Pile Wall Installation	Miami River	Marine Construction	Bruno Ramos 305.491.7172			٠.	200,000.00	Summer 2007	100%
Flagier Memorial Bridge Demolition Ph II	Palm Beach, FL	Commercial Diving			PCL Civil Constructors - Eugene Santiago 561.253.6995 O / 813.376.6305 C	٠s	1,100,000.00	Spring 2018	100%
Key Biscayne Yacht Club Removal & Replacment of North Dock, Sheet Pile Seawall, Dredging, & Floating Docks	Key Biscayne Yacht Club 180 Harbor Dr., Key Biscayne, FL 33149	Marine Construction	Key Biscayne Yacht Club - Christen Stewart (Marina Manager) 305.345.9070 christine@kbyc.corg	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.c		٠,	2,190,000.00	Spring 2017	85%
Sunset Island Underwater Utilities Removal	Sunset Island, Key West, FL	Commercial Diving	Sunset Key - James Vernon (Owner) 305.304.1812 sunsetkey@bellsouth.ne t	-		₩	2,300,000.00	Mid 2019	20%
Ocean Reef Marina Village Phase III - Remova existing fixed dock and replace w/ floating dock	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Marine Construction		Bellingham Marine - Jeffrey Pratt 904.570.1452 jpratt@bellingham- marine.com		v.	200,000.00	mid 2019	100%

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Ocean Reef Marina Max MarineMax Ocean Reef Floating dock finger pier 2 Fishing Village Dr., Key extension Largo, FL 33037	Ocean Reef Marina Max MarineMax Ocean Reef Floating dock finger pier 2 Fishing Village Dr., Key extension Largo, FL 33037	Marine Construction		Bellingham Marine - Jeffrey Pratt 904.570.1452 jpratt@bellingham- marine.com		₩	50,000.00	mid 2019	100%
Fisher Island Mega Yacht Marina Removal of fixed docks and replace w/ floating docks	Fisher Island Marina, Miami Beach, FL	Marine Construction		Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 sryder@bellingham- marine.com		s	1,200,000.00	Mid 2018	100%
DERM Bug Light Mitigation Offshore Reef Construction		Environmental	DERM - John J. Ricisak 305.372.6581 O / 305.487.2612 C john.ricisak@miamidade -gov			ss.	140,000.00	Mid 2018	100%
Port Miami - Miami Dade Fire Dept Repair floating docks	Port Miami Fire Dept 39 Europe Way, Miami, FL 33132	Marine Construction	Port Miami - Frank Ramirez 305,347.5508 frank.ramirez@miamida de.gov			·s	220,000.00	Late 2019	%08
Port Miami PAC Con Equpment emergency relocation	Port Miami	Crane Barge Service	Port Miami - Gicelle Pino			·s>	825,000.00	Late 2019	100%
Port Miami MDFD - Repair floating docks	Miami, FL	Marine Construction	Port Miami - Frank Ramirez 305,347,5508 frank.ramirez@miamida de.gov			₩.	220,000.00	Late 2019	%08
Stock Island Marina Village Phase II - Dock demo & installation of new floating docks	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Marine Construction		Bellingham Marine - Jeffrey Pratt 904.570.1452 jpratt@bellingham- marine.com		vs.	900,000,00	2019-2020	100%
Fisher Island Resident Marina - Dredging & Seawall Repairs (FIC & BELLINGHAM CONTRACTS)	One Fisher Island		JiM WATKINS (FIC REP), jwatkins@fisherislandclu b.com 305.535.6098	CUMMINS CEDERBERG MARIE GUYER, 305.741.6155 mguyer@cumminsceder berg.com	BELLINGHAM MARINE, JEFREY PRATT jpratt@bellingham- marine.com 904.570.1452	2,401,850	2,401,850 / 4,631,982	January-24	
Port Miami Cruise Terminal V PBB Relocation	Port Miami	Crane Barge Service	Port Miami - Frank Ramirez 305.347.5508 frank.ramirez@miamida de.gov			<b>\$</b> \$	43,490.00	November-23	100%
5800 North Bay Road Dock & Seawall	5800 North Bay Road	Marine Construction		Moffat & Nichols 305.979.4232	DOWBILT (GC) Don Gelsinger, PM 727.647.1914 C 206.633.3003 O don@dowbuilt.com	v	935,050.00	September-23	



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			100%	100%	100%	70%	100%	100%	
August-23	August-23	July-23	February-23	January-23	January-23	November-22	October-22	October-22	September-22
250,000.00		143,200.00	149,000.00	248,650.00	520,000.00	150,000.00	149,054.00	21,000.00	795,000.00
w	GLF Construction - Michael Miles 305.371.5228 EXT 3409 0 / 305.978.0278 C mmiles@gffusa.com	s,	s,	√s.	s.	v,	v	v	Plasencia & Co. 305.863.1902 alicia@techconstruction group.com
Stantec 305.445.2900 T 305.445.3344 F			Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.c	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C Jtaylor@cumminscederb erg.com	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C Itaylor@cumminscederb erg.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.c		Cummins Cederberg - Rasheed Muslimani 305.741.6155 O 239.293.3376 C rmuslimani@cumminsce derberg.com	
Village of Palmetto Bay Kirk Hearin khearin@palmettobay- fl.gov	PortMiami	City of Miami Guillermo Quinones 305.329,4764 gquinones@miamigov.c	JOE SHOSTAK (OWNER REP), Jshostak@icloud.com	Jim VanBuren (GM) 305.858.1733 vanburen@coralreefyac htclub.org	MIAMI DADE PROS JOSE  GARCIA (CONSTRUCTION MANAGER) 305.755.5456, joseg.garcia@miamidad e.gov	Laurent Bensoussan 305.773.4001 laurent@umcmarina.co m	FICA - Nicholas Azar 305.938.2949 nazar@fisherislandfica.c om	Cayman Management jwebber@caymanmanag ement.com	
Environmental	Commercial Diving	Commercial Diving	Marine Construction	Environmental	Environmental	Crane Barge Service & Environmental	Commercial Diving	Marine Construction	Barge Service
17301 Old Cutler Rd., Palmetto Bay, FL 33157	PortMiami Berths 8 & 9	3400 Pan American Dr, Miami, FL 33133	1005 Mariner Dr., Key Biscayne, FL 33149	Coral Reef Yacht Club 2484 South Bayshore Dr., Miami, FL 33133	Pelican Harbor	UMC 2700 SW 25th Terr. Fort Lauderdale, FL 33312	Fisher Island Miami Beach, FL	1616 W 28th Street, Miami Beach, FL 33140	248 W Rivo Alto Dr., Miami Beach, FL 33139
Thalatta Estate Shore Stabilization	GLF Commercial Diving Service PortMiami Berths	DKM Yellow Delineation Buoys	1005 Mariner Drive Dock & Seawall	Coral Reef Yacht Club Dredging	Pelican Harbor Maintenance Dredging	Universal Shipyard Demolition & Dredging	Fisher Island Beach Buoys	1616 W 28th Street Piles	248 West Rivo Alto Concrete Delivery Service

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						T			
		100%		100%		%06	%08	100%	%06
	August-22	May-22	January-22	December-21	December-21	Oct-21	September-21	August-21	July-21
	391,000.00	279,406.36	41,000.00	440,765.00	559,694.00	2,800,000.00	24,000,000.00	160,674.00	184,741.20
	v,	v	S	₩.	v	v.	v,	Team Contracting - Rudy Ayan 305.207.9799 EXT 206 Rayan@team- contracting.com	v,
	WEC Engineering Robin C Palmer 941.505.1700 O 941.505.1702 F	Meridian Engineering 201 Font St. Ste 203, Key West, FL 33040		Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.c	BCC Engineering - Christian Aquino 305.670.2350 caquino@bcceng.com		Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C Itaylor@cumminscederb erg.com	Coastal Systems International - Tim Blankenship 786.725.4180 D/ 305.873.3326 M/ 305.230.1924 O tblankenship@moffatnic hol.com	Ocean Consulting - Kirk Lofgren 305,921,9344 kirk@oceanconsulting.c
FDEP James Post	james.post@floriddep.g ov james.post@dep.state.fl .us 305.853.3571 O 305.717.8029 C	Sunset Key - James Vernon (Owner) 305.304.1812 sunsetkey@bellsouth.ne	City of Miami	Lisa Allen lisaaguanci 1130@gmail. com	City of Miami Beach – Jorge Gueimunde jorgegueimunde@miami beachfl.gov 305.673.7490 ext. 26930	City of Miami - Suzanne Hollander 305.461.1458	City of Miami - Robert Fenton 786.263.2133 rfenton@miamigov.com	City of Miami	Estefan Enterprises, Inc. 420 Jefferson Avenue, Miami Beach, FL 33139 305.695.7000 koliu@estefan.com
	Marine Construction	Marine Construction	Navigational Aids	Marine Construction	Marine Construction	Marine Construction	Marine Construction	Marine Construction	Marine Construction
	77200 Overseas Hwy, Islamorada, FL 33036	Trumbo Rd, Key West, FL 33040	3501 Rickenbacker Cswy, Miami, FL 33149		18th St & Purdy Ave, MiamiBeach, FL 33139	401 Biscayne Blvd, Miami, FL 33132	3400 Pan American Dr, Miami, FL 331.33	Miami, FL	39 Star Island Dr., Miami, Beach, FL 33139
	Lignumvitae Key Service Dock	Trumbo Road Dock	Miami Marine Stadium Regulatory Signs	Allen Residence New Seawall & Dock	Maurice Gibb Floating Dock	Miamarina (Bayside) Pier 5 Reconstruction	Dinner Key Marina Design-Build - Rebuild 583 Slip Marina	NE 22nd Street Seawali	39 Star Island Dock

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	85%	%06	100%	100%		100%	100%	100%
June-21	February-20	January-20	January-20	December-19	November-19	September-19	September-19	September-19
00'000'86	1,667,308.00	1,700,000.00	594,725.00	284,645.00	46,556.00	650,000.00	153,892.00	68,453.00
w.	v.	s,	v,	٠٠.	٠S	v,	v.	<b>⋄</b>
DERM - John J. Rictsak 305.372.6581 O / 305.487.2612 C john.rictsak@miamidade .gov	Kar 305. kolson@	Ka 309 kolson@	Patton Wil 786 wholly@	Cumm Ja Orin Black 305.324.0407 305 orin@5thstmarina.com 305	PortMiami	Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 sryder@bellingham- marine.com	City of Key West - Lewis Kreed Howell 305,809.3963	Estefan Enterprises, Inc.  420 Jefferson Avenue, Miami Beach, FL 33139 kirk@oceanconsulting.c 305.695.7000 kirk@oceanconsulting.c
Navigational Aids	Marine Construction	Marine Construction	Marine Construction	Marine Construction	Marine Construction & Commercial Diving	Marine Construction	Commercial Diving & Crane Barge Services	Marine Construction
17555 SW 79th Ave, Palmetto Bay, FL 33157	Key West, FL 33040		2222-226 NW N River Dr., Miami, FL	341 NW S River Dr., Miami, FL 33128	PortMiami Berth 6	Ocean Reef Club 201 Ocean Reef Dr., Key Largo, FL 33037	Key West, FL 33040	444 W Rivo Alto Dr., Miami Beach, FL 33139
DERM CWA Bill Sadowski Waterway Markers	Key West Turtle Kraais to Conch Republic - Seawall repair & replacement	City of Key West Historic Seawall Repair	2222-2226 NW N River Dr - New bulkhead and döck	Sth Street Marina - new sheet pile seawall and dock	Port Miami North Bulkhead Repairs	Ocean Reef Club Marine Demo & Floating Dock Installation Marina Village Phase III & Marine Max	Navigational Aids - Fleming Key & Boca Chica - Installation of navigational aids delineating vessel exctusion	444 W. Rivo Alto Dock

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Margaritaville Resort and Marina Ship Fender Installation & Pipe Pile Driving	Margaritaville Resort 2001 S Roosevelt Blvd, Key West, FL 33040	Heavy Construction	Sunset Key - James Vernon (Owner) 305.304.1812 sunsetkey@bellsouth.ne		vs	700,000.00	July-19	100%
Monty's on the Grove Marina Dock Replacement	Monty's on the Grove 2550 South Bayshore Dr., Miami, FL 33133	Marine Construction	Aligned Bayshore Marina, Inc Jose Hevia 305.457.5573/ 305.858.9895 Jhevia@alignedreh.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.c om	4Λ-	6,500,000.00	January-19	100%
Prime Marina / Monty's in the Grove - Entire marina dock replacement	2550 S Bayshore Dr. Miami, FL 33133	Marine Construction	Aligned Bayshore Marina, Inc Jose Hevia 305.457.5573/ 305.858.9895 Jhevia@alignedreh.com	Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.c om	v,	4,500,000.00	December-18	100%
Ocean Key House Sunset Pier - Reconstruct existing wood pier , including piles	0 Duval St, Key West, Fl. 33040	Marine Construction	Seaboard Association Limited Partners - Jamie Colee 206.854.7048 jcolee@noblehousehote Is.com	Atkins - Tony Rivas 305.444.6260	ν	1,500,000.00	November-18	100%
Navigation Aids Miami Dade Parks - Crandon, Matheson Hammock & Rickenbacker Cswy	Miami, FL	Commercial Diving	Miami Dade Park & Rec - Maureen Beaty Maureen.Beaty@miami dade.gov		\$	102,640.00	November-18	100%
Biscayne Bay Pilot Station - Concrete dock installation and sheetp pile repair	2911 Port Blvd, Miami, FL 33132	Marine Construction	Captain Bronson Stubbs 904.753.0489 captbron@yahoo.com	Cummins Cederberg - Jason Taylor 305.741.6155 O 305.775.3388 C Jtaylor@cumminscederb erg.com	٠	240,000.00	October-18	100%
Coral Reef Yacht Club Floating Docks, finger piers and debris removal	Coral Reef Yacht Club 2484 South Bayshore Dr., Miami, FL 33133	Marine Construction & Commercial Diving	Jim VanBuren (GM) 305.858.1733 vanburen@coralreefyac htclub.org		v,	250,000.00	January-18	100%
City of Key West Seawall at Half Shell Raw Bar	Half Shell Raw Bar 231 Margaret St, Key West, FL 33040	Marine Construction	ئ	Tetra Tech 772.781.3440	ν.	431,000.00	November-17	100%
Coral Reef Yacht Club Floating Docks	Coral Reef Yacht Club 2484 South Bayshore Dr., Miami, FL 33133	Marine Construction	Jim VanBuren (GM) 305.858.1733 vanburen@coralreefyac htclub.org		ν,	50,000.00	January-1.7	100%



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Flagstone Property Group - Jon Wainwright
National Parks Service - Tim Bemisderfer 404.507.5705/ 404.316.0603
Marine Construction Ed Bec (Project Rep) 305.454.3214
Marine Construction
Heavy Construction Tyler Dillon (Owner' Rep) 239:340.8526
Marine Construction
City of Miami - Carlos Marine Construction Vasquez (PM) 786.376.5480



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



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



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CGC 060194

100%	100%	100%	100%	100%	100%	100%	100%
January-08	September-07			-			
2,000,000.00	50,000.00	60,000.00	1,000,000.00	80,000.00	1,050,300.00	49,000.00	955,837.00
v,	v,	v.	v	₩.	w	v,	Nosoco Inc. Chrissa Clark 561.274.2353 chrissa.clarke@oplhotels .com
Kevin McCabee, PE	Bellingham Marine - Steve Ryder 904.380.2130 / 904.613.2331 sryder@bellingham- marine.com		Ocean Consulting - Kirk Lofgren 305.921.9344 kirk@oceanconsulting.c		Bellingham Marine - Jeffrey Pratt 904.570.1452 jpratt@bellingham- marine.com		
Robert W. Christoph Sr.	Ray Herman	City Of Miami - Steven Bogner 305.579.6980	Manny Prieguez (Owner) 305.345.9070	Miami Dade County - Mike Page 305,297,8991		DERM - Sarah Thanner 305.372.6859	Mike Lanigan 561.274.2353
Marine Construction	Marine Construction	Marine Construction	Marine Construction	Crane Barge Service	Marine Construction	Commercial Diving	Marine Construction
River Cove Marina 2000 NW N River Dr., Miami, FL 33125	Key Largo, FL	Dinner Key Marina 3400 Pan American Dr., Miami, FL 33133	Miami River, FL	Miami Dade County	Fisher Island	Miami, FL	100 Kings Point Dr, Sunny Isles Beach, FL 33160
River Cove Marina 80 Slip Marina Dredging, Docks & Seawall Sheet Piles	Ray Herman Floating Dock	City of Miami Pile Installation	Miami River Lobster Docks - Several Projects: Sheet Pile Seawalls, Shoreline Stabilization & Commercial Docks	Miami Dade County Channel Markers	Fisher Island / Bellingham - Demolition of center, spa, and main dock	Miami Dade Bug Light Reef	Marina Del Mar



## VESSELS

STEEL	BARGES	NUMBER	IAG/REGISTRATION
159'-9" x 53'- 11" x 7'-10" 40' x 12'2" x 11' 24' x 60' x 5' 86' X 32' X 6'-6" 110' X 40' X 7' 139 X 45 6-11 120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 25.5 X 14 X 6	BARGES		
159'-9" x 53'- 11" x 7'-10" 40' x 12'2" x 11' 24' x 60' x 5' 86' X 32' X 6'-6" 110' X 40' X 7' 139 X 45 6-11 120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 25.5 X 14 X 6			
24' x 60' x 5' 86' X 32' X 6' - 6" 110' X 40' X 7' 139 X 45 6-11 120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	H-566 SPUD BARGE	HULL #H566	
24'x60'x5' 86'X32'X6'-6" 110'X40'X7' 139X456-11 120X45X7 33X22X3 100X36X8 25.5X14X6 25.5X14X6	ALUMINUM BOAT	HULL	FL3557TG / 10834660
24' x 60' x 5' 86' X 32' X 6' - 6" 110' X 40' X 7' 139 X 45 6-11 120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6		#HK045134G12 2	
86' X 32' X 6'-6" 110' X 40' X 7' 139 X 45 6-11 120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	RAKED SECTIONAL BARGE		
110' X 40' X 7' 139 X 45 6-11 120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	BIG DOG BARGE W/ PEDESTAL	HULL #H180	
110' X 40' X 7' 139 X 45 6-11 120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	CRANE 5300		
139 X 45 6-11 120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	KS 436 BARGE		
120 X 45 X 7 33 X 22 X 3 100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	JENNIE K ABS BARGE	1292287	
33 X 22 X 3 100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	DECK DAVIS DECK BARGE	1259918	
100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	SECTIONAL SPUD BARGE "SELF	N/A	
100 X 36 X 8 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	PROPELLED"		
25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	HAIL MARY SPUD BARGE	N/A	
25.5 X 14 X 6 25.5 X 14 X 6 25.5 X 14 X 6	PUSHBOATS		
25.5 × 14 × 6 25.5 × 14 × 6 25.5 × 14 × 6 20'-9"	MICHELLE PUSHBOAT	1301348	
25.5 X 14 X 6 25.5 X 14 X 6 20'-9"	KAREN PUSHBOAT	1267798	
25.5 X 14 X 6 20'-9"	ELLY PUSHBOAT	1243114	DO1243114/
25.5 X 14 X 6 20'-9"			08155845
20,-9,,	FAT JACK PUSHBOAT	1210609	
20,-9"	CREW BOATS		
	BOSTON WHALER JUSTICE	BWCJB016G001	FL8932TT / 07954405
	FISHING BOAT		
FIBERGLASS 22'-11" CAROLINA	CAROLINA SKIFF 23 ULTRA ELITE	EKHX0066K112	FL0119PL/11053220
FIBERGLASS 18'-2" BOSTON V	BOSTON WHALER W/ MERCURY	BWCE3101E202	FL5526PD / 14546471



1990	FIBERGLASS	19'	BOSTON WHALER W/ 150	BWC7218EA090	BWC7218EA090 FL7035RB / 07810829
			YAMAHA		
2000	FIBERGLASS	22'-3"	<b>BOSTON WHALER W/ 225 HP</b>	BWCJL247F000	BWCJL247F000 FL1696LM / 07803643
			YAMAHA		
1984		18'	BOSTON WHALER W/ 115 HP	UNKNOWN	FL1614ET/07810127
			YAMAHA		
			MISC BOATS		
2019	FIBERGLASS	26'-0"	DUFOR "CATHERINE THE	DUFG0355K819	FL8030TX / 19907195
			GREAT"		
2016	FIBERGLASS	34'-8"	ISLAND RUNNER "OFFICIAL	INT350320516	
			BUSINESS II"		
2007	ALUMINUM	21'-0"	PONTOON PARTY BOAT	MAU30599A707	MAU30599A707 FL3666NK / 08156074

## **CRANES**

YEAR	MAKE	MODEL	TONNAGE	SERIAL
				NUMBER
		CRANES		
1997	MANITOWOC	888 CRAWLER CRANE	230	8881059
1991	AMERICAN	5300 CRAWLER CRANE	70	9104AC3538
1966	AMERICAN	9299 CRAWLER CRANE	165	GS15966
2004	GROVE	RT875E CRANE	75	223982
1979	AMERICAN	9260 CRAWLER CRANE	125	GS19876
1982	AMERICAN	5299A CRALWER CRANE	09	8202 AO 2980
1987	AMERICAN	7225 CRAWLER CRANE	85	8712AC3420
1984	AMERICAN	5300 CRAWLER CRANE	70	3407AT3273
1992	AMERICAN	5299 CRAWLER CRANE	50	
1971	AMERICAN	9270C CRAWLER CRANE	150	GS15540



## VEHICLES

TAG/REGISTRATION		NPCV90	IFIP57	RMJ6G / RVE6D	P3849D			90BJTC	NBEY25	GFDV12	EWVY49	NAAA00	VR50WC / 2815IM (naw)	(MADIN) 1.110107 / OAA0001
SERIAL NUMBER	UCKS	WDAPF3CC8J9752873	1GB3CYCY1HF185239	1GB3CZC85DF209669	2NP3LJ0X2LM700383		5A4XR3U23Y2050041	4D6EB1820LA044048	43ZBD1429K0008477	5MTPD24276A000591	40YBP3532FF000522	1MDAPWT142A204243	953211921T2950140	04-10007-1-701-1-7000
MODEL	EMPLOYEE USE TRUCKS	MXCC46 (VAN)	SILVERADO	SILVERADO	348 ROLL-OFF TRUCK	TRAILERS	BW JUSTICE	CRAFT RV7182 - ANDRES	7.	"BOBCAT UTILITY TRAILER"	"OB II TRAILER"	"BOSTON WHALER TRAILER"	"BOSTON WHAI ER TRAII FR"	מסוסות און ועיברון ווי יוברון
MAKE		MERCEDES BENZ	CHEVROLET	CHEVROLET	PETERBUILT		LOAD RITE	CARGO	UDMP	MILL	PIONEER	SHOR	FAST	
YEAR		2018	2017	2013	2020		2000	2020	2019	2006	2015	2002	1995	,,,,



# **OTHER EQUIPMENT**

MODEL	SKID LOADER	262D3 S#ZB200532	262D3	262B	EXCAVATOR	320GC	304 E 2 CR	314CLCR	HAMMERS	Chipping Hammer	51-335 VIBRATORY HAMMER W/ POWER PACK	SB702 CHIPPING HAMMER	H-2700 VIBRATORY HAMMER W/ POWER PACK	V5E VIBRATORY HAMMER W/ POWER PACK	PILE CUTTER MODEL 16	Chipping Hammer	20'×5'×7.5'
MAKE		CATERPILLAR	CATERPILLAR	CATERPILLAR		CATERPILLAR	CATERPILLAR	CATERPILLAR			HMC	ATLAS	H&M	MKT	DUETZ		30 CY
YEAR			2022	2002			2019	2008				2017	2001				



## Kearns Construction Company 2550 South Bayshore Drive, Suite 206B

## Miami, Florida 33133 CGC 060194

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

## **Construction Sequencing**

Date:

April 30, 2025

Subject:

City of Key West: Pile Replacement and H2 Dock Extension

To:

Karen Olson

**Company: City of Key West** 

To:

Company:

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

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

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