

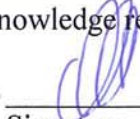
BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Proposal filled in, using black ink. [✓]
3. Total and unit prices added correctly. [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Proposal. [✓]
6. Company profile and experience record [✓]
7. Bid signed by authorized officer. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [✓]
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and three copies. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]
13. Bidder must provide satisfactory documentation of State Licenses [✓]
14. Anti-Kickback Affidavit. [✓]
15. Public Entity Crimes. [✓]
16. Local Vendor Certification. - N/A [✓]
17. Non-Collusion Declaration and Compliance. [✓]
18. Florida Trench Safety Act Compliance. - N/A (Add #3) [X]
19. Suspension and Debarment Certification [✓]
20. Cruise Ship Docking Plan [✓]

Addendum Acknowledgment Page

All Bidders shall Acknowledge receipt and acceptance of the following addendums

Addendum No. 1: 
Signature

Addendum No 2: 
Signature

Addendum No 3: 
Signature

Addendum No 4: 
Signature

Addendum No 5: 
Signature

Orion Marine Construction, Inc.
Name of Business

Buds submitted without this acknowledgement may be considered non-responsive

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

BID FORM

To: The City of Key West
Address: 3140 Flagler Ave, Key West, Florida 33040
Project Title: REPAIRS TO BULKHEAD 497 US NAVY MOLE

City of Key West Project No.: ITB NUMBER 12-007

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

Name: David G. Thornton, Senior Vice President
Telephone: 813-839-8441

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 270 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 270 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$400 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$400 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

DEWATERING PERMIT

Bidder further acknowledges that they maybe required to obtain a dewatering permit as required by the South Florida Water Management District (SFWMD). Bidder acknowledges that the City will pay the actual costs of the permit(s) as charged by the South Florida Water Management District. The contractor shall estimate his cost in assembling the permit application and submit it in the bid.

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

LUMP SUM BID PRICE (Contractor shall verify quantities)

Item Description	Quantity	Unit	Unit Price	Cost
Permits (actual Costs to be paid by the City)				
Dewatering Permit SFWMD Allowance	1	EA	\$4,263.00	\$4,263.00
Substructure				
Encasement (concrete cap)	570	CY	\$902.00	\$514,140.00
Demolition of Encasement	110	CY	\$607.00	\$66,770.00
Rebar	30,000	LB	\$1.75	\$52,500.00
Install dowels	1,700	EA	\$20.00	\$34,000.00
Coating	38,200	SF	\$2.75	\$105,050.00
Install steel sheet pile	14,500	SF	\$33.50	\$485,750.00
Sheet pile shoes	188	EA	\$1.50	\$282.00
Rock Anchor Wale	406	LF	\$484.00	\$196,504.00
Drill through existing steel sheet pile	31	EA	\$884.00	\$27,404.00
Install rock Anchors	31	EA	\$19,616.00	\$608,096.00
Install Flowable Fill Material	775	CY	\$226.00	\$175,150.00
Superstructure				
Replace Frames and Covers	3	EA	\$687.00	\$2,061.00
Deck Components				
Install Concrete Apron	110	CY	\$771.00	\$84,810.00
Install Bituminous pavement	285	TN	\$309.00	\$88,065.00
Excavation/Backfill	200	CY	\$338.00	\$67,600.00
Electrical Utilities				
Electrical	1	LS	\$100,582.00	\$100,582.00
Telecommunications/Security	1	LS	\$5,698.00	\$5,698.00
Other				
Mobilization/Demobilization	1	LS	\$286,000.00	\$286,000.00
Costs Associated with implementation of the Cruise Ship Docking Plan	1	LS	\$45,797.00	\$45,797.00
Base Bid				\$2,950,522.00

Addendum 2 Paving (alternate Bid Item)	Quantity	Unit	Unit Price	Cost
Area 2	159,573	SF	\$2.75	\$438,825.75
Area 3	18,216	SF	\$3.50	\$63,756.00
Area 4	24,134	SF	\$3.25	\$78,435.50

**Alternate Bid Item
Addendum 2** \$581,017.25

Total \$3,531,539.25

Surety

Liberty Mutual Insurance Company _____ whose address is

450 Plymouth Rd., Suite 400 Plymouth Meeting, PA 19462-1644
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Orion Marine Construction, Inc.

_____ doing business at

5440 W. Tyson Ave. Tampa FL 33611
Street City State Zip

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

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

<u>J. Michael Pearson - CEO</u>	<u>Mark R. Stauffer - President</u>
<u>James L. Rose - Executive Vice President</u>	<u>David G. Thornton - Sr. Vice President</u>
<u>Cory Butz - Vice President</u>	<u>Laurie A. Simpson - Asst. Secretary</u>

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 14th day of March 2012.

(SEAL)

Orion Marine Construction, Inc.
Name of Corporation

By:  David G. Thornton

Title: Senior Vice President

Attest: 
Asst. Secretary

END OF SECTION

MARCH 8, 2012

BID FORM
00 41 13 - 7



Orion Marine Construction, Inc. f/k/a Misener Marine Construction, Inc.

5440 West Tyson Ave. / Tampa, Florida 33611 / P.O. Box 13427 Zip 33681-3427

Telephone (813) 839-8441 / Fax (813) 831-7498

INTRODUCTION

Orion Marine Construction, Inc. (Orion) is a multi-disciplined organization that has specialized in the construction of marine, heavy, and subaqueous structures for over a half century. Founded by Richard H. Misener in 1945, the firm was formally incorporated in 1956 under the name of Misener & McEvoy, Inc. After Mr. McEvoy's departure in 1962, the company's name was changed to Misener Marine Construction, Inc. Through acquisition by Interbay Marine Construction and subsequent name change of all to Misener Marine Construction, Inc., on August 16, 2002, Misener became a wholly owned subsidiary of Orion Construction LP, a member of the Orion Marine Group (www.orionmarinegroup.com) of Houston, Texas.

On August 15, 2011, the name was changed to Orion Marine Construction, Inc. in an effort to unify the Orion Marine Group of companies and continues to be a leading heavy civil marine contractor providing a broad range of turn-key solution marine construction and specialty services on, over and under the water along the Gulf Coast, the Atlantic Seaboard and the Caribbean Basin. The firm's marine construction services include marine transportation facility construction, dredging, bridge building, marine pipeline installation, as well as specialty services including pile driving, drilled shafts, marine towing, demolition, excavation, salvage and diving services including underwater inspection and repair.

The Company is headquartered in Houston, Texas, with offices in Tampa, Florida, Norfolk, Virginia and Port Lavaca, Texas and has a legacy of more than 60 years of successful operations. Orion Marine Construction, Inc. has completed projects from Maine to Florida along the east coast and westward to Texas in the US and from the Bahamas to the Lesser Antilles in the Caribbean Basin. The countries in which work has been successfully executed are too numerous to list in this format. The past and current client list includes Federal agencies such as the Navy, Army Corps of Engineers and NASA, as well as various state DOT's, Port Authorities, local municipalities, major cruise lines, development firms and private clients.

Orion owns, operates and maintains a remarkably wide range of equipment including an extensive tugboat and barge fleet, pipe-lay vessels, cranes, dredging and pile driving rigs, dive support vessels, and much more. A large staff brings together the most highly skilled and experienced people in the business. The history of our work performance is unblemished and we have successfully completed every project undertaken by the firm. We continually strive to perform quality projects that exceed our customer's expectations.

In conclusion, Orion Marine Construction, Inc. stands ready to provide a full suite of turn-key marine construction solutions that meet the most challenging needs.

**Similar Project Experience Record -
Orion Marine Construction, Inc.**

JOB NAME	DESCRIPTION	PROJECT LOCATION	OWNER	CONTACT	ENGINEER	CONTACT	FINAL CONTRACT VALUE	START DATE	ACTUAL COMPLETION DATE
Renovation to Hookers Point Berths 248 and 249	Install owner provided 50' long PZ-27 Steel sheet pile with 3' x 4' concrete ap water and tie-back system with 24" OD pipe pile deadmen for 1150 wall foot of bulkhead. Crane pad and additional hurricane eboliard foundation and concrete cap under a Change order were installed.	Tampa, FL	Marine Construction Services, LLC 1650 Hemlock St., / PO Box 1531 Tampa, FL 33605/33601-1531	Rick Waits 813-917-2695 Joe Cimino 813-831-1211 - phone 813-241-9215 - fax	Reuben Clarsen Consulting 972 - 31st Ave., N.E. St. Petersburg, FL 33704	Rueben Clarsen 727-895-4717 - phone 727-895-4717 - fax Dan Kludt 813-217-1256	\$ 1,100,051.00	01/15/07	07/06/07
WICO Bulkhead Replacement	Installation of 372 LF of New Pipe-Z combi-wall and wall anchor attachment with an encapsulated concrete fascia. A 64 LF Concrete Cap encapsulation of existing AZ sheet pile. Selective demolition to remove the existing asphalt and a portion of the existing bulkhead cap.	St. Thomas, USVI	The West Indian Company Limited P.O. Box 7660 Charlote Amalie, St. Thomas USVI 00801	Edward E. Thomas President & CEO ethomas@WICO-uid.com 340-774-1780 - phone 340-776-4785 - fax	CH2M Hill, General Corp. 3001 PGA Blvd., Suite 300 Palm Beach Gardens, FL 33410	David Mock DavidMock@CH2M.com 561-904-7400 - phone 561-904-7401 - fax	\$ 3,726,873.00	05/20/08	10/22/08
Facilities Repairs Per 06 & 07 Facilities Inspections	Repair 100' of bulkhead under the existing dock and extend the JEA, 78" outfall pipe. Work includes demolition of the existing relieving platform, installation of 100' of AZ-19-700 sheets (40' and 27' long), demolition of the existing concrete deck and portion of bulkhead cap, installation of two pairs of AZ-26 sheets (43' long) and four HP 14x117 (55' and 67' long), extending the 78" concrete outfall pipe and rebuilding concrete deck and bulkhead cap, along with underpinning of existing warehouse.	Jacksonville, FL	Jacksonville Port Authority 2831 Trailwayd Ave. Jacksonville, FL 32206	Frank Jones 904-357-3013 - phone 904-357-3007 - fax	HDR Engineering, Inc. 200 W. Forsyth St., Suite 800 Jacksonville, FL 32202-4221	Wesley Dorch, P.E. 904-598-8900 - phone 904-598-9988 - fax	\$ 509,475.00	09/30/08	03/20/09
Port Canaveral CT-8 Berth Improvements	Modify existing berth to accommodate new Voyager Class vessels for Disney Cruise Lines; Landward steel pile boulders, soil anchor tie-back steel sheet pile bulkhead with concrete encapsulation, wharf extension with driven concrete pile, precast deck slabs and cast-in-place deck, utilities, mooring dolphin, dredging and fabricform revement.	Cape Canaveral, FL	Canaveral Port Authority PO Box 267 445 Challenger Rd. Cape Canaveral, FL 32920	David Perley 321-783-7831 ext 216 - phone 321-783-1063 - fax	Halcrow 707 Mullet Rd. Cape Canaveral, FL 32920	Gary Leadford, P.E. 321-784-5817 - phone 321-784-5462 - fax	\$ 3,046,814.00	11/26/08	02/20/10
Mayport Naval Station Wharf Alpha Improvements DIB Contract #N69450-09-C-1259	Construct 900 LF of new bulkhead, demolish existing electrical building, build new 2,900 SF electrical building and related utilities/site work, including 60,000 SF of asphalt paving. Bulkhead consists of steel pile, anchors and concrete encapsulation cap.	Mayport, FL	US Naval Fac Eng Command P.O. Box 30 Jacksonville, FL 32212-0030	Dianne Haymans 904-542-6246 - phone	CH2M Hill 9428 Baymeadows Rd., Suite 300 Jacksonville, FL 32256	Jeffrey Hellstrom 904-608-0788 - phone Jeffrey.hellstrom@ch2m.com	\$ 12,443,065.00	06/02/09	12/05/11
Port of Miami Area 3 (Seaboard Terminal) Bulkhead	Removal, demolition and disposal of existing monopile breasting dolphins and bulkhead sections. Modification to existing bulkheads to allow connection to new sheet piles. Install steel pile bulkhead main wall and anchor wall, bulkhead concrete encapsulation, excavation, dredging and placement of backfilled material.	Miami, FL	Owner: Port of Miami Prime: Central Florida Equipment Rentals 9030 NW 87th terrace Medley, FL 33178	Marcus Thernes 305-888-3344 - phone 305-887-7804 - fax	CH2M Hill 3001 PGA Blvd., Suite 300 Palm Beach Gardens, FL 33410	Dave Mock 561-904-7478 - phone 561-904-7401 - fax	\$ 2,787,369.00	10/12/09	10/20/10

Similar Project Experience Record -
Orton Marine Construction, Inc.

JOB NAME	DESCRIPTION	PROJECT LOCATION	OWNER	CONTACT	ENGINEER	CONTRACT	FINAL CONTRACT VALUE	START DATE	ACTUAL COMPLETION DATE
REK Pier Phase I Improvements	Emergency/repairs of Berths 226/227 (REK Pier) and Berth 230. The repairs to Berth 226/227 consist of construction of six (6) 60" x 3/4" WT drilled shafts and installation of 20" pipe bollards into each shaft; concrete demolition; steel bollard demolition; installation of ten (10) 50 ton cast steel mooring bollards on existing portions of the concrete pier. Repairs to Berth 230 consist of the construction of 575 LF of A226 steel sheet pile bulkhead and danchor system, concrete cap and excavation by replacement of the existing bulkhead with a new steel sheet pile bulkhead immediately landward of the existing steel sheet pile bulkhead, with a change in alignment at the western end.	Tampa, FL	Tampa Port Authority 1101 Channelside Dr. Tampa, FL 33602-9612	Bruce A. Laurion, P.E. Port Engineer Blaurion@tampaport.com 813-905-5001 - phone 813-905-9029 - fax	Halcrow, Inc. 1101 Channelside Dr., Suite 400N Tampa, FL 33602	813-386-1900 - phone	\$ 3,625,731.00	01/09/10	07/22/10

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

Signed and sealed this 29th day of February, 2012.

Orion Marine Construction, Inc.

Principal

By:  DAVID G. THORNTON SR. V.P.

Countersigned

By: 
Wendy L. Hingson, Licensee Florida Resident Agent
License No. A296664
Phone: (239) 275-8226

Liberty Mutual Insurance Company

Surety

By: 
Attorney-In-Fact Marc W. Boots

END OF SECTION

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5018760

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARC W. BOOTS, VICKIE LACY, SUSAN SHOEMAKE, P. T. OSBURN, RICHARD COVINGTON, MARIA D. ZUNIGA, JOY DURHAM, HEATHER NOLES, JOSEPH R. AULBERT, ALL OF THE CITY OF HOUSTON, STATE OF TEXAS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 100,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 21st day of November, 2011



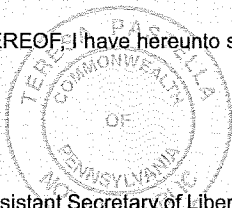
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of November, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 29th day of February, 2012



By Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

WHALEN, JOHN W
ORION MARINE CONSTRUCTION, INC.
10008 SEYMOUR WAY
TAMPA FL 33626

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

AC# 5736727
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC010213 09/09/11 110063143
CERTIFIED GENERAL CONTRACTOR
WHALEN, JOHN W
ORION MARINE CONSTRUCTION, INC.
IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2012 L11090902216

DETACH HERE

AC# 5736727
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
SEQ# L11090902216
Table with columns: DATE, BATCH NUMBER, LICENSE NBR
The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012
WHALEN, JOHN W
ORION MARINE CONSTRUCTION, INC.
10008 SEYMOUR WAY
TAMPA FL 33626
RICK SCOTT GOVERNOR
KEN LAWSON SECRETARY
DISPLAY AS REQUIRED BY LAW

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: 
David G. Thornton, Senior Vice President

Sworn and subscribed before me this
8th day of March, 2012


NOTARY PUBLIC, State of Florida
at Large

NOTARY PUBLIC-STATE OF FLORIDA
Laurie A. Simpson
Commission # DD815549
Expires: NOV. 07, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: 11/07/12

END OF SECTION

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.) N/A



(signature)

March 8, 2012

(date)

STATE OF Florida

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David G. Thornton who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 8th of March, 2012

My commission expires: 11/07/2012



NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Laurie A. Simpson
Commission #DD815549
Expires: NOV. 07, 2012
BONDING THROUGH ATLANTIC BONDING CO., INC.

PUBLIC ENTITY CRIMES
00 43 17 - 2

JANUARY 12, 2012

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: Orion Marine Construction, Inc.

SEAL:

5440 W. Tyson Ave., Tampa, FL 33611

Address

Signature

David G. Thornton

Print Name

Senior Vice President

Title



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

- N/A

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

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

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

Business Name

Phone:

Current Local Address:
(P.O Box numbers may not be used to establish status)

Fax:

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

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

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: Hempstead
BID LETTING OF: 3/8/14, 2012

I, David G. Thornton, hereby
(NAME)
declare that I am Senior Vice President of Orion Marine Construction, Inc.
(TITLE) (FIRM)
Of Tampa, FL
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a),

FEBRUARY 24, 2012

NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29

00 44 02 - 1

Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

Orion Marine Construction, Inc.

CONTRACTOR: _____ (Seal)

BY: David G. Thornton, Sr. Vice President
NAME AND TITLE PRINTED

WITNESS: Lawrence J. Simpson

BY: [Signature]
SIGNATURE

WITNESS: [Signature]

Executed on this 8th day of March, 2012

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

FEBRUARY 24, 2012

NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29
00 44 02 - 3

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

8th March
Dated this day of, 20 12 .

By  _____

Authorized Signature/Contractor

David G. Thornton, Sr. Vice President

Typed Name/Title

Orion Marine Construction, Inc.

Contractor's Firm Name

5440 W. Tyson Ave.

Street Address

Building, Suite Number

Tampa, FL 33611

City/State/Zip Code

(813) 839-8441

Area Code/Telephone Number



Orion Marine Construction, Inc.
f/k/a Misener Marine Construction, Inc.

Cruise Ship Docking Plan

City of Key West

Repairs to Bulkhead 497: US Navy Mole

Orion Marine Construction has reviewed the Cruise Ship calendars provided on Key West.com and included the impacts in our estimate schedule and development of our project approach for the preparation of the bid. While docking events for approaching or departing ships are taking place, all water borne equipment will be relocated and secured a safe distance from the vessel such that access to the docks and bollards are unimpeded. In a similar fashion, the land based equipment will be positioned as not to impede the access to the bollards. Our personnel when on site will assist the ships' personnel as necessary when securing the ship to the bollards. When personnel are not on site, we will leave the project site in such a fashion that access is safe and clearly marked for the ships personnel to access the bollards. Once the ship is secured we will return to work unless the work is in direct conflict with the vessels lines or our equipment can not be maintained at a safe working distance from the vessel.

Due to the quantity of docking events and time frames set forth, we will adjust our schedule to accommodate the ships, which may require working outside the normal work hours set forth in Section 1.3.2 of the Technical Specifications. As per Section 1.3.3, any time work needs to occur outside the normal working hours it will be submitted to the Contracting Officer for approval

ORION MARINE CONSTRUCTION, INC
SECRETARY'S CERTIFICATE

OF

CERTAIN RESOLUTIONS DULY ADOPTED BY THE BOARD OF DIRECTORS

January 9, 2012

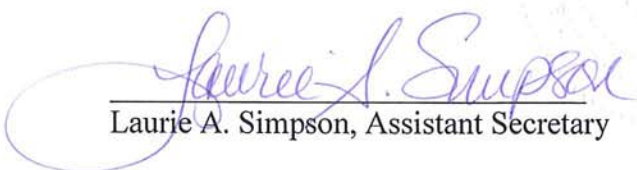
I, Laurie A. Simpson, the duly qualified and acting Assistant Secretary of Orion Marine Construction, Inc., a Florida corporation (the "Company"), hereby certify that below is a true, correct and complete copy of resolutions duly approved and adopted by written consents of the Board of Directors of the Company on December 31, 2011, which resolutions have not been revoked, modified, amended or rescinded and are still in full force and effect on and as of the date hereof:

Authority to Sign Proposals and Contracts:

BE IT RESOLVED, by the sole member of the Board of Directors of Orion Marine Construction, Inc., (the "Company") that **David G. Thornton, Senior Vice President, Construction Operations, Atlantic & Caribbean**, of the Company, be, and hereby is authorized, empowered and directed for and on behalf of the Company to negotiate for and sign any and all bid proposals and/or contracts which this Company might enter for the furnishing of services of the Company under such terms, conditions and stipulations, and for consideration as he might deem to be in the best interest of the Company.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate in the name and on behalf of the Company on and as of the date first written above.

Orion Marine Construction, Inc.


Laurie A. Simpson, Assistant Secretary



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

January 12, 2012

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation to Bid (ITB) , the City of Key West is soliciting competitive sealed Bids for the Repairs to Bulkhead 497: US NAVY MOLE: ITB NO: 12-007 This package contains the following documents.

- a. Procurement Requirements
- b. Contracting Requirements
- c. Plans and Specifications

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Birchard Ohlinger at 305-809-3747 with questions concerning the project.

Firms/corporations submitting a Bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Vendor Certification and, past project history.

Contract Documents

For

ITB#12-007: REPAIRS TO BULKHEAD 497 US NAVY MOLE

CONSISTING OF:

PROCUREMENT REQUIREMENTS
CONTRACTING REQUIRMENTS
PLANS AND SPECIFICIATIONS

ITB# 12-007

PREPARED BY:

The City of Key West
Key West, Florida

JANUARY 12, 2012

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INVITATION TO BID

Sealed bids for the City of Key West Repair to US Navy Mole Bulkhead 497, addressed to the City of Key West, will be received at the Office of the City Clerk, City of Key West, 3140 Flagler Ave., Key West Florida, 33040 until 3 **p.m, local time, Wednesday, 29 February 2012** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit three (3) originals and three (3) CD-ROMS or USB Drives with one single PDF file of the entire bid package on each CD-ROM. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “**Bulkhead 497 Repairs, Navy Mole**” addressed and delivered to the City Clerk at the address noted above.

The project proposes to perform repairs to Bulkhead located on Navy Property . The project consists sheet pile installation, anchoring and concrete/asphalt works..

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712.

An Optional Site Visit will be held at **10 a.m. on 1 February** at the US Navy Mole, Truman Annex, Key West, Florida.

Each Bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than (5) five percent of the amount of the bid. The contractor shall be a licensed contractor by the State of Florida and submit proof of such with the bid.

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

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

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

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

- A. City of Key West Tax License Receipt.
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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

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

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

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

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

Dated this ___ day of _____ 20__.

CITY OF KEY WEST

By _____

Jim Scholl, City Manager

* * * * *

MARCH 25, 2011

INVITATION TO BID
00 11 13 - 3

STATEMENT OF NO BID #

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

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

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

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

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

COMPANY
NAME: _____

AUTHORIZED
AGENT: _____

COMPANY
ADDRESS: _____

DATE: _____ TELEPHONE: _____

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

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

C. DRAWINGS

Details of construction are bound separately.

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

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

4. BIDDER'S UNDERSTANDING

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

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

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

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

5. TYPE OF PROPOSAL

A. LUMP SUM

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

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

6. PREPARATION OF PROPOSALS

A. GENERAL

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

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

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

B. DESCRIPTION OF SUPPLIERS

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

C. SIGNATURE

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

D. SPECIAL BIDDING REQUIREMENTS

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

1. Description and location of work.

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

E. ATTACHMENTS

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

1. Anti Kickback Affidavit.
2. Public Entity Crimes.
3. Key West Indemnification Form.
4. Disclosure of Lobbying Activities.
5. Non-Collusion Declaration and Compliance with 49 CFR §29.
6. Florida Trench Safety Act Compliance.
7. Suspension and Debarment Certification.

F. PUBLIC ENTITY CRIMES

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

G. CITY OF KEY WEST LICENSE REQUIRED

(NOT REQUIRED)

H. ANTI-KICKBACK AFFIDAVIT

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

I. FLORIDA TRENCH SAFETY ACT

The Bidders attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA Standards 29CFRs 1926.650, Subpart P, as the state's trench excavation safety standards. The Bidder shall list separately, in the Bid, the cost of compliance with these standards on a linear footage basis and the method of compliance. The Bidder shall determine if special shoring requirements are needed. Special shoring shall be identified in the Bid. The successful Bidder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

J. SECURITY/SITE ACCESS

The Bidders attention is directed to the requirement to obtain access (RAPID GATE PASS) to the site during construction. Since the site is located on a Navy Facility, access is controlled. The successful Bidder is responsible in obtaining access for personnel, subcontractors, and deliveries. All costs associated with this requirement are to be included in the Bid. More information is found in the Supplementary Conditions of this document.

7. STATE AND LOCAL SALES AND USE TAXES

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

8. LOCAL PREFERENCE

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

lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

9. SUBMISSION OF PROPOSALS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith. The Bidder shall submit three (3) originals and **THREE (3) ELECTRONIC COPIES ON DISC or USB DRIVES WITH A SINGLE PDF FILE OF THE FULL PROPOSAL** and all required bonds, attachments, and forms.

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

10. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

11. BID SECURITY

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

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

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

12. RETURN OF BID SECURITY

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

13. AWARD OF CONTRACT

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

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

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

14. EXECUTION OF CONTRACT

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

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

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

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

B. POWER-OF-ATTORNEY

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

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

17. PERFORMANCE OF WORK BY CONTRACTOR

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

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

18. TIME OF COMPLETION

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

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

19. Schedule Impacts that affect the bid

a. Cruise Ship Docking Plan.

Contractor shall submit a Cruise Ship Docking Plan as a part of their bid. The ability to continue the use the Outer Mole Pier by cruise ships is critical to the city. This plan shall address access to the bollards and contractor equipment impacts to the docking of ships and how these will be overcome. No impacts to the docking of cruise ships will be allowed by this project. If contractor activity impacts a cruise ship docking event, the contractor will be charged the damages resulting from the lost revenue and will be taken from the retainage held on this project.. The average revenue for a docking event is \$30,000.

Noise limits will be in effect when a cruise ship is at dock.

In developing this plan and their bid the contractor shall take into account the frequency of use of the Outer Mole Pier (OM). Cruise Ship frequency information can be obtained from <http://www.keywestcity.com/department/calendar.asp?fDD=13-192>

Contractor is advised that ships up to 1004 feet long and 130k gross tons required use of the outer mole. If a ship arrival time requires adjustment due to weather or mechanical problems, contractor will be given a 48 hour notice of the change.



850 foot cruise ship at the Outer Mole Pier (OM)

b. OFFSHORE POWER BOAT RACES:

Early in November the Offshore Power Boat Races occur in Key West. The contractor will not be able to work at the site during the 4 days of racing (Wednesday through Sunday). Site shall be properly secured from the public.

20. OPTIONAL SITE VISIT

An Optional Site Visit will be held at 10 AM on 1 February. Contractors should arrive not later than 10:15, shall bring proper identification and be prepared to walk approximately 2,000 feet to the site. The meeting point for the site is the entrance gate to the Navy Mole Property.



END OF SECTION

AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20____,
by and between the City of Key West, hereinafter called the "Owner," and
_____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for Construction of the _____, to the extent of the Bid made by the Contractor, dated the ___ day of _____, 20____, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of Detailed Drawings for "_____" dated _____, 20____, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within the time specified and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

It is agreed that the Project, based upon the Bid, shall be substantially complete within _____ consecutive calendar days from the date the Notice to Proceed is issued, and will be totally completed and ready for final payment and acceptance within _____ consecutive calendar days from the date the Notice to Proceed is issued.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in

paragraph above, plus any extensions thereof allowed in accordance with Article 12, of the General Conditions.

Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner (\$ _____) for each day that expires after the time specified for substantial completion. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the contract time or any proper extension thereof granted by the Owner, Contractor shall pay the Owner (\$ _____) for each day that expires after the time specified for completion and readiness for final payment. Liquidated damages shall run concurrent.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this ____ day of _____, A.D., 20__.

CITY OF KEY WEST

By: _____

Title: _____

Contractor: _____

By: _____

Title: _____

Approved as to Form

Attorney for Owner

END OF SECTION

PERFORMANCE BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ with offices at _____ hereinafter called the CONTRACTOR (Principal), and _____ with offices at _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of: _____

_____ (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without

limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

PAYMENT BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ with offices at _____ hereinafter called the CONTRACTOR (Principal), and _____ with offices at _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of _____, lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for _____ attached hereto, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of

said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST



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

Notice of Award

Date

Project Number: _____

Owner City of Key West
Company City of Key West
Address Office of the City Clerk
Address City of Key West P.O. Box 1409
Key West, FL 33041-1409

Project Name: _____

Dear:

At a meeting of the City of Key West Commission held on _____, 20__ . **COMPANY NAME** was awarded the contract for _____ . The total Contract amount shall not exceed \$ _____ .

Enclosed please find three copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by **DATE**. Also, you need to be mobilized on **DATE**, and remit a bill to the City of Key West by **DATE**.

The Certificate of Insurance must be attached to the documents; one original and two copies are acceptable.

Powers – of – Attorney must be submitted in each bond document, an original and two copies are permissible.

A copy of your City of Key West Business License Tax Receipt, must be attached, (subcontractors City of Key West Business License Tax Receipt) and one copy in PDF on disc.

Sincerely,

Birchard Ohlinger
Engineering
cc: Cheri Smith, City Clerk
Project File

JANUARY 12, 2012

NOTICE OF AWARD
00 62 00 - 1

CERTIFICATE OF FINAL COMPLETION

Project: _____

Project No. _____

Date of Issuance: _____

CITY _____

Contractor _____ **Engineer** _____

This Certificate of Completion applies to all Work under the Contract Documents.

The Work to which this Certificate applies has been inspected by authorized representatives of CITY and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents on

DATE OF COMPLETION

Executed by ENGINEER on _____, (Date)

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Completion on _____,
(DATE)

CONTRACTOR

By: _____

CITY accepts this Certificate of Completion on _____,
(DATE)

CITY

By: _____
(Authorized Signature)

JANUARY 12, 2012

CERTIFICATE OF FINAL
COMPLETION
00 62 02 - 1

NOTICE TO PROCEED

Date: _____, 20__

Project No: _____

Contractor: _____

Address: _____

Project:

Project No. _____

You are hereby notified to commence work on _____, 20__ for the Repairs to Bulkhead 497, Navy Mole and all related work, as designated by the City in accordance with the Contract made with the City of Key West on the ____ day of _____, 20__. The amount of time to complete the work is two hundred seventy (270) consecutive calendar days and should be fully completed on or before _____.

Sincerely,

Project Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the ____ day of _____, 20__.

CONTRACTOR: _____

By: _____

TITLE: _____

DATE: _____

Please return one (1) copy of this notice to:

CITY OF KEY WEST

Construction Compliance Certification with Specifications and Plans

Project Number _____

Date

PO Number _____

Monthly

Final

Prime Contractor for the above referenced contract hereby verifies based on personnel knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and test results are in substantial compliance with the pertinent specification requirements for this project The represents work completed between _____ and _____ . Exceptions are listed

below.

(add addition sheets as required)

Item No.

Exception:

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and /or entity making the false statement to any civil and criminal penalties available pursuant to applicable State and Federal Law.

Contractor: _____ date: _____

State of Florida

County of:

Sworn to and subscribed before me this _____ day

of _____

By _____

(print name of person signing certification)

Notary Public

Commission Expires

Certificate of Final Payment

Date:
Page: 1 of 2

Payment Application No. _____

Period From: _____ to _____

Project: _____

Project No.: _____

Contractor: _____

I Hereby Acknowledge that this contract has been completed in substantial compliance with the items of the agreement, Specifications and Plans, as-builts, work change directives and field orders. I, therefore, request acceptance of the work and processing of this final estimate as showing the total amount of money due in compliance with the terms of the Contract.

I _____ certify to the Owner that the Contractor met the Grant requirements provided in the contract documents

Contractor: _____

Address: _____

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their agents, from all claims and liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

Signature

Date

Title

Sworn and subscribed before me this _____ day of _____, 20__

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Certificate of Final Payment (PAGE 2)

ACCEPTED BY:

Project Manager

Date

Owner

By: _____

Date

SUPPLEMENTARY CONDITIONS

REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 1.01.A.19 "Engineer"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the Construction Manager and their authorized representatives, acting either directly or indirectly as authorized agents of the Owner.

ARTICLE 1.01.A.29 "Owner"

Add the following:

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 3140 Flagler Street, Key West, Florida 33040

SC-1.01.A.45. Supplement paragraph 1.01.A.43 of the General Conditions as follows:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications.

SC-1.01.A.52. Add a new paragraph immediately following paragraph 1.01.A.52 of the General Conditions as follows:

1.01.A.53. *Specialist*—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

SC-2.03.A. Delete the third sentence of paragraph 2.03.A *Commencement of Contract Times: Notice to Proceed* of the General Conditions in its entirety.

ARTICLE 4.05 "REFERENCE POINTS"

Add the following:

It will be the Contractor's responsibility to layout the work and to transfer elevations from benchmarks. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities.

The Contractor shall furnish all surveys, labor, and equipment, including setting all alignment and gradient, grade stakes, batter boards, and everything necessary to lay out his work. The Contractor shall be responsible for maintaining and re-establishing at his expense, all control points. After completion of his construction, he shall reset all permanent monuments at their original locations and elevations.

All layout work may be checked by the Engineer, and the Contractor shall furnish all necessary labor, equipment, and materials, and shall cooperate and assist the Engineer in making such checks.

The dimensions for lines and elevations for grades of the structures, appurtenances, and utilities will be shown on Drawings, together with other pertinent information required for laying out the work. If site conditions vary from those indicated, the Contractor shall notify the Engineer immediately, who will make any minor adjustment as required.

ARTICLE 5.04 "CONTRACTOR'S LIABILITY INSURANCE"

Add the following:

Provide Employer's Liability Insurance in an amount not less than \$1,000,000.

ARTICLE 5.04 "CONTRACTOR'S LIABILITY INSURANCE"

Add the following:

Before commencing work as specified in the contract Contractor shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Contractor and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor.

Contractor shall maintain limits no less than those stated below:

- A. **Worker's Compensation:** Statutory – in compliance with the Worker's Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

- B. Contractors Commercial General Liability:** The Contractor's Commercial General Liability (CGL) shall be in an amount acceptable to the City of Key West but not less than \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 annual aggregate per project. The coverage must include:
- Premises/Operations
 - Broad Form Contractual Liability
 - Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition, or rebuilding of any structural support of a building is involved or explosion hazard exists).
 - Products/Completed Operations
 - Independent Contractors (if any part of the Work is to be subcontracted)
 - Broad Form Property Damage
 - Personal Injury
- C. Commercial Automobile Liability:** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars Combined Single Limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage the following coverage:
- Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
 - Location of operation shall be "All Locations"
- D. Excess/Umbrella Liability:** Shall have a minimum limit of Two Million (\$2,000,000.00) per occurrence with an annual aggregate of Two Million (\$2,000,000.00). This coverage is to follow form and include the Commercial General Liability and Automobile Liability Policies.
- E. Waiver of Subrogation:** The insurance required under paragraph A, B, C, &D, shall contain a "Waiver of Subrogation" clause as to the Owner, Consultant, Contractor, and their respective officers, agents, employees, and subcontractors.
- F.** It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements as is required of Contractor.
- G.** Certificates of Insurance meeting the required insurance provisions shall be forwarded to Engineer and Owner's, Risk Management.

The following **Indemnification Agreement** shall be made a provision of the contract:

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any

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

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

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

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

ARTICLE 5.04 "CONTRACTOR'S LIABILITY INSURANCE"

Add the following Article:

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.

ARTICLE 5.04 "CONTRACTOR'S LIABILITY INSURANCE"

Include the City of Key West and _____ as additional insureds.

6.03. Add the following new paragraphs immediately after Paragraph 6.03.C:

6.03.D. Domestic Products:

6.03.D.1. Contractor agrees to use materials, supplies, and products manufactured, mined, processed, or produced in the United States or its territories, if products are available at reasonable and competitive prices and are not contrary to any sole source specification. If Agreement to use domestic products is breached and domestic products are not used, there shall be a downward adjustment in Contract price equal to any realized savings or benefits to Contractor.

6.03.D.2. Contractor agrees to use steel produced within the United States when specifications require the use of steel and do not limit its supply to a sole source specification. Owner has right to waive this requirement in the event of national emergency, national strike, or other cause. If Agreement to use domestic steel is breached and domestic steel is not used, there shall be a downward adjustment in Contract price equal to any realized savings or benefits to Contractor.

ARTICLE 6.08 "PERMITS"

DEWATERING PERMIT

A dewatering permit may be required from the South Florida Water Management District (SFWMD). The Contractor is responsible for verifying and obtaining that permit and paying fees required. The City will reimburse the Contractor the actual cost of the permit charged by the agency.

ARTICLE 6.09 "LAWS AND REGULATIONS"

Add the following:

The Contractor shall comply with the City of Key West Noise Ordinance.

ARTICLE 6.09 "LAWS AND REGULATIONS"

Add the following subarticles:

Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.

Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 91 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

- A. All licenses or certificates required by federal, state, or local statutes or regulations.
- B. Holds a valid Certificate of Competency issued by the Public Service Director of the Building and Zoning Department which shall be valid throughout the Contract time.
- C. Holds a valid occupational license issued by the City of Key West.

FOLLOWING ARTICLE 6.09 "LAWS AND REGULATIONS"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

ARTICLE 6.13 "SAFETY AND PROTECTION"

Add the following Subarticle:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor and its Sub-Contractors shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract. Refer to Specification 01 35 26 for additional requirements particular to this Contract.

ARTICLE 6.20 "INDEMNIFICATION"

Add the following:

The obligation of the Contractor under this Article shall be limited to the contractual liability as specified in the Supplementary Conditions, Article Insurance and Liability.

ARTICLE 13.03 "TESTS AND INSPECTIONS"

SC-13.03.B Delete 13.03.B in its entirety and insert the following:

Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.

SC-13.03.D. Supplement paragraph 13.03.D of the General Conditions as follows:

Tests required by Contract Documents to be performed by Contractor that require test certificates be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet following applicable requirements:

13.03.D.1. "Recommended Requirements for Independent Laboratory Qualification," published by the American Council of Independent Laboratories.

13.03.D.2. Basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction" as applicable.

13.03.D.3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of natural physical constants.

ARTICLE 14 "PAYMENTS TO CONTRACTOR AND COMPLETION"

Add the following to the end of Subarticle 14.02.B.1:

Add the following subarticles:

14.02.B1.1 The Owner will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

14.02.B1.2 After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned, the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.

Instructions for Certification:

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SUPPLEMENTS

- A. The supplements listed below, following "END OF SECTION," are part of this Specification.
 1. Attachment A Construction Compliance with Specifications and Plans
 2. Attachment B NAS Rapid Gate Information

REVISIONS AND ADDITIONS TO THE CONTRACT SPECIFICATIONS

1. Section 11100:

Add: Part 1, 1.3.2 "Government":

Wherever in these Documents the word "Government" appears, it shall be understood to mean the City of Key West.

END OF SECTION