



ORIGINAL

CONTRACT DOCUMENTS FOR:



ITB # 18 - 029

EDWARD B. KNIGHT PIER
SPAN 1 DECK REPLACEMENT
PROJECT # IS72011801

JUNE 2018

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARGARET ROMERO

PREPARED BY:
City of Key West
Engineering Services

Table of Contents

- TAB 1 – Proposal Form**
- TAB 2 – Bid Bond**
- TAB 3 – Anti-Kickback Affidavit**
- TAB 4 – Public Entity Crimes**
- TAB 5 – Indemnification**
- TAB 6 – Domestic Partnership Affidavit**
- TAB 7 – Cone of Silence Affidavit**
- TAB 8 – Non-Collusion Affidavit**
- TAB 9 – Local Vendor Certification**
- TAB 10 – Bidder’s Checklist**
- TAB 11 – Experience of Bidder**
- TAB 12 – Florida Contractor Licenses**
- TAB 13 – Schedule of Values / Project Schedule**
- TAB 14 – Officer Certificate**
- TAB 15 – Addendums**

PROPOSAL FORM

BID PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: EDWARD B. KNIGHT PIER
SPAN 1 DECK REPLACEMENT

Bidder's contact person for additional information on this Proposal:

Company Name: Kiewit Infrastructure South Co.
Contact Name & Telephone #: Rick Cummings & (954) 835-2228
Email Address: Rick.Cummings@kiewit.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Saturdays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Proposal, 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 TIME

The Bidder further agrees to complete work within 120 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Saturdays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, _____, _____, _____, _____ (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 Proposal(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.

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. Lump sum includes cost of all required permits and utility service fees.

BASE BID:

All work necessary to remove and dispose of existing first bridge span and furnish and install new span on the Edward B. Knight Pier. Including all bridge span replacement components as indicated in Part 6 of these Contract Documents

TOTAL LUMP SUM BASE BID:

\$ 336,750 Dollars and 00 Cents

Three Hundred Thirty Six Thousand Seven Hundred Dollars and Zero Cents

Total Bid Written in Words has precedence (Basis of Award)

ADDITIVE ALTERNATE # 1

Alternate for prestressing strand to be High Strength Stainless Steel Strand, conforming to the chemical requirements of ASTM. (See Sheet B1-10 Note 2)

Three Hundred Seventy Seven Thousand Five Hundred Dollars and Zero Cents

\$ 377,500.00 Lump Sum

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

All work to be completed by KISC with the exception of

electrical work & sawcutting.

Estimated Value of KISC Work - \$324,750 (for Base Bid)

See Schedule of Values for further breakdown.

The purchase price of materials is included in the KISC work

but a breakdown can be found in the Schedule of Values.

SURETY

Travelers Casualty and Surety Company of America whose address is

One Tower Square, Hartford, CT, 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Kiewit Infrastructure South Co. doing business at

1580 Sawgrass Corporate Pkwy, Ste 300,, Sunrise, FL, 33323
Street City State Zip

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

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

<u>Benjamin J. Carnazzo</u>	<u>Sr. Vice President</u>
<u>Rick Cummings</u>	<u>Vice President</u>
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2018.

Signature of Bidder

Title

Sworn and subscribed before this _____ day of _____, 2018.

Not Applicable

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

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 11th day of July 2018.

(SEAL)

Kiewit Infrastructure South Co.

Name of Corporation

By *Bryan J. Cuyper*

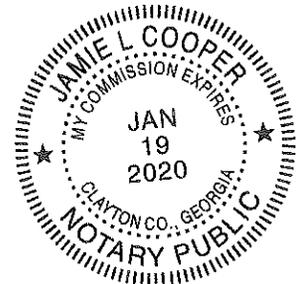
Title Sr. Vice President

Attest *Thomas J. Boyle*
Thomas J. Boyle, Asst. Secretary

Sworn and subscribed before this 11th day of July, 2018.

NOTARY PUBLIC, State of Georgia, at Large

My Commission Expires: 1-19-2020



FLORIDA BID BOND

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid--

KNOW ALL MEN BY THESE PRESENTS, that **Kiewit Infrastructure South Co.**

 1580 Sawgrass Corporate Pkwy, Ste 300, Sunrise, FL 33323

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

_____ a corporation duly organized under the laws of the State of Connecticut

having its principal place of business at One Tower Square, Hartford, CT 06183

_____ in the State of Connecticut,

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid--

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **EDWARD B. KNIGHT PIER SPAN 1 DECK REPLACEMENT**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings & Specifications, entitled:

EDWARD B. KNIGHT PIER SPAN 1 DECK REPLACEMENT

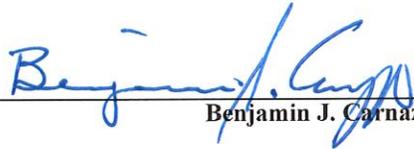
WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a

guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this 9th day of July, 2018.

PRINCIPAL
Kiewit Infrastructure South Co.

By 
Benjamin J. Carnazzo

Travelers Casualty and Surety Company of America
SURETY

By 
Attorney-In-Fact Katherine Cronin

STATE OF FLORIDA)
 MONROE : SS
COUNTY OF ~~Orange~~ )



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Katherine Cronin of Orlando, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9** day of **July**, 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ANTI-KICKBACK AFFIDAVIT

ANTI - KICKBACK AFFIDAVIT

STATE OF Georgia)
 : SS
COUNTY OF Clayton)

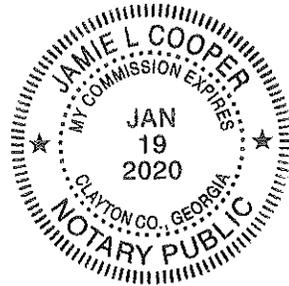
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Bryan J. Cuyg

Sworn and subscribed before me this 11th day of July, 2018.

NOTARY PUBLIC, State of Georgia at Large

My Commission Expires: 1-19-2020



PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted with Bid or Proposal for Edward B. Knight Pier
Span 1 Deck Replacement

2. This sworn statement is submitted by Kiewit Infrastructure South Co.
(name of entity submitting sworn statement)

whose business address is 1580 Sawgrass Corporate Pkwy, Ste 300, Sunrise, FL 33323

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-0530367

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

3. My name is Benjamin J. Carnazzo
(please print name of individual signing)

and my relationship to the entity named above is Sr. Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

Benjamin J. Carnazzo
(signature) Benjamin J. Carnazzo
July 11, 2018
(date)

STATE OF GEORGIA

COUNTY OF Clayton

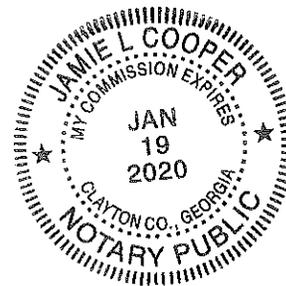
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Benjamin J. Carnazzo who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 11th day of July, 2018.

My commission expires: 1-19-2020

J. L. Cooper
NOTARY PUBLIC



INDEMNIFICATION

INDEMNIFICATION

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

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

CONTRACTOR: **Kiewit Infrastructure South Co.**

SEAL:

 1580 Sawgrass Corporate Pkwy, Ste 300,
 Sunrise, FL 33323

Address

 
 Signature

 Benjamin J. Carnazzo

Print Name

 Sr. Vice President

Title

DATE: July 11, 2018

* * * * *

DOMESTIC PARTNERSHIP AFFIDAVIT

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Georgia)
: SS
COUNTY OF Clayton)

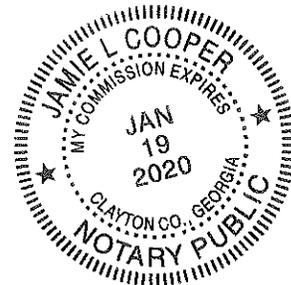
I, the undersigned hereby duly sworn, depose and say that the firm of Kiewit Infrastructure South Co. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Benjamin J. Carvazzo
Benjamin J. Carvazzo

Sworn and subscribed before me this
11th day of July, 2018.

J. L. Cooper
NOTARY PUBLIC, State of Georgia at Large

My Commission Expires: 1-19-2020



CONE OF SILENCE AFFIDAVIT

Sec. 2-773. Cone of Silence

- (a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
 - 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
 - 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.
- (b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:
- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
 - 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
 - 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
 - 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
 - (A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
 - (B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.
- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publicly noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the

recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

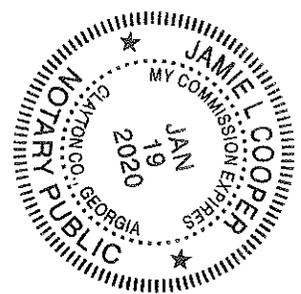
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: Benjamin J. Cannizzo
Benjamin J. Cannizzo

Sworn and subscribed before me this
11th day of July, 2018.

Jamie L. Cooper
NOTARY PUBLIC, State of Florida at Large
GEORGIA

My Commission Expires: 1-19-2020



LOCAL VENDOR CERTIFICATION

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

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

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

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

Business Name _____ Phone: _____

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

Length of time at this address: _____

_____ Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

BIDDER'S CHECKLIST

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 the bid.)

- All Contract documents thoroughly read and understood.
- All blank spaces in Bid Form filled in, using black ink.
- Total and unit prices added correctly.
- Addenda acknowledged (if applicable).
- Subcontractors (if applicable) are named as indicated in the Proposal.
- Experience record included.
- Bid signed by authorized officer.
- Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
- Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
- 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.
- Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, one (1) original and two (2) USB drives, each containing a single complete PDF file.
- Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
- Other forms listed below.

Bidders shall cite compliance with these required Contract Provisions and shall include the following EXECUTED documents with bid:

- Anti-Kickback Affidavit.
- Public Entity Crimes.
- City of Key West Indemnification Form.
- Equal Benefits for Domestic Partners Affidavit.
- Non-Collusion Affidavit.
- Cone of Silence Affidavit.
- Local Vendor Certification

Failure to include the above forms may result in a determination that the proposal is nonresponsive.

EXPERIENCE OF BIDDER



Kiewit

START DATE

May 2013

COMPLETION DATE

August 2014

CLIENT

Miami Dade County Public Works and
Waste Management
Antonio Cotarelo, County Engineer
305.375.1918
111 NW First St, Miami, FL 33128

DESIGNER

Hardesty & Hanover, LLC

Timothy Noles (954) 835-9119

PROJECT VALUE

\$32,834,700 Million

UNIQUE FEATURES

- Widening for pedestrian access
- Fast-track schedule
- Bridge design analysis and selection
- Outside agency and utility coordination
- Value engineering
- Constructability reviews
- DBE goal setting and subcontractor selection
- Wetland construction

BEAR CUT BRIDGE AND WEST BRIDGE REHABILITATION AND WATER MAIN REPLACEMENT DESIGN-BUILD

Key Biscayne, FL

In 2013, FDOT inspected the bridges and found the structural steel girders structurally deficient and shutdown those portions of the bridge to most traffic. MDC put all traffic into a temporary alignment and released a \$31M, 360-day emergency design build project. Kiewit was awarded the project.

The project includes removal of the 1940's superstructure and girders, new pedestal creation, placement of new precast girders, and new superstructure. The existing substructure on both bridges remained in place. Spall repairs and pile jackets were performed as needed on the existing substructure.

The new superstructure consisted of precast concrete deck panels (4" thick) placed on styrofoam buildups on the precast beams. One mat of reinforcing steel was placed on top of the panels and then a 3.5" concrete overlay was placed on the panels. The use of deck panels allowed for the ability to reduce the overall schedule to meet MDC needs.

On Bear Cut Bridge, the bridge was also widened by 20' to allow for the creation of 2 - 14' shared use paths on each side of the bridge. The Bear Cut Bridge experiences very high pedestrian and bicyclist traffic.

The bridge was widened by driving 84 - 24" concrete piles and placing new caps and pedestals at each bent line. The superstructure for this portion of the bridge was the same. The piling was driven from the water utilizing a barge crane.

Won the
DBIA-SE
**BEST
PROJECT
REHABILITATION
& RESTORATION**
award in 2014.





Kiewit

START DATE

February 2014

COMPLETION DATE

February 2015

CLIENT

Miami-Dade County
Manuel Garcia 305.375.2960

DESIGNER

Hardesty and Hanover Tim Noles 954.835.9119

PROJECT VALUE

\$7.6 Million

MAJOR QUANTITIES

- 14,620 SF remove and replace grating
- 12,000 LBS structural steel
- 4,200 EA balance blocks
- 16 EA rehab hydraulic cylinders
- 4 EA span locks

MIAMI AVENUE BRIDGE

Miami, Florida

This job included removing and replacing roadway grating on all four leafs of the Miami Avenue Bridge.

Kiewit removed and replaced span locks and rehab hydraulic cylinders. Structural steel repairs included strengthening steel in the counter weight boxes, leaf cross bracing and span lock mounting brackets. The team also removed and replaced sidewalks at all corners of the bridge.

Kiewit removed the existing grating and replaced it with a new hot-dipped galvanized grating, removed and replaced all the seals located within 16 Rexroth cylinders, new turn bolts around the existing trunnions, new span locks, new live load shoes, new control console, new clevis heads and trunnion collars around the 16 Rexroth cylinders as well as 64 spherical bearings.

Kiewit scored
3.91 OUT OF 4
IN EXIT REVIEW.





Kiewit



LAS OLAS BRIDGE REHABILITATION

Fort Lauderdale, FL

The pedestrian elements of this bridge rehabilitation project included removing and replacing the existing pedestrian handrail and installing a new Wyoming rail traffic barrier between the pedestrian walkway and traveling lanes. We self-performed both the pedestrian handrail installation and the Wyoming rail anchor bolts.

Other scope items entailed the hydro-demolition of the existing bridge deck, pouring back the deck, applying class V finish to the exterior of the bridge, removing and replacing steel members located on the bascule leafs, replacing the steel plate walkway with a non-slip aluminum plate, milling and resurfacing the approaches, and painting the bascule leafs. We also self-performed the sidewalk plates, joint replacement, concrete overlay, as well as the steel demolition and replacement.

The major quantities included 5,114 SY of hydro-demolition, 5,514 SY of concrete finish, 650 CY of concrete, 2,191 LF of pedestrian handrail, 38,805 lbs. of structural steel, 2,169 LF of decorative handrail, 2,242 LF of joints, and 1,168 SF of aluminum sidewalk.

START DATE

April 2013

COMPLETION DATE

June 2014

OWNER

FDOT District 4
Hewrald Humes 954.940.7505
OWNER REPRESENTATIVE
Pinnacle Consulting Enterprises, Inc.

CONTACT

Arturo Perez, 786.251.8059

PROJECT VALUE

\$6,672,289

UNIQUE FEATURES

2,191 LF pedestrian handrail

2,169 LF decorative handrail

KIEWIT INSTALLED
MORE THAN

4,300 LF

OF HANDRAIL.



**LICENSED CONTRACTOR BY THE STATE OF
FLORIDA**

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

BROWN, JEFFREY PAUL

KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

LICENSE NUMBER: CGC1511417

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

BROWN, JEFFREY PAUL

KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

LICENSE NUMBER: CMC1249632

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

BROWN, JEFFREY PAUL

KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

LICENSE NUMBER: CFC1427088

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BROWN, JEFFREY PAUL

KIEWIT INFRASTRUCTURE SOUTH CO.
1000 KIEWIT PLAZA
OMAHA NE 68131

LICENSE NUMBER: CUC1224233

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

SCHEDULE OF VALUES

Edward B Knight Pier Span 1 Deck Replacement - ITB 18-029
Schedule of Values - Base Bid

Item No.	Description of Work	Scheduled Value
0104-11	Floating Turbidity Barrier	\$2,250.00
0110-3	Removal of Existing Structure	\$117,600.00
0370-1	Expansion Joints	\$2,030.00
400148	Elastomeric Bearing Pad	\$6,750.00
0400143-1	Cleaning & Coating Concrete	\$5,030.00
0400-2-4	Concrete Class IV, Superstructure	\$52,500.00
0415-1-4	Reinforcing Steel, Superstructure	\$12,876.00
0450-3-91	PSU, Width 24", Thickness 12"	\$125,000.00
0506-3	Scuppers	\$332.00
0538-1	Guardrail Reset	\$1,461.50
4601121	Anchor Bolt Replacement	\$3,920.00
	Installation of 2 SCH 40 PVC Conduits	\$1,000.50
	Removing & Repulling Electrical Wiring	\$6,000.00
	Total Work	\$336,750.00

Edward B Knight Pier Span 1 Deck Replacement - ITB 18-029
Schedule of Values - Alternate Bid

Item No.	Description of Work	Scheduled Value
0104-11	Floating Turbidity Barrier	\$2,250.00
0110-3	Removal of Existing Structure	\$117,600.00
0370-1	Expansion Joints	\$2,030.00
400148	Elastomeric Bearing Pad	\$6,750.00
0400143-1	Cleaning & Coating Concrete	\$5,030.00
0400-2-4	Concrete Class IV, Superstructure	\$52,500.00
0415-1-4	Reinforcing Steel, Superstructure	\$12,876.00
0450-3-91	PSU, Width 24", Thickness 12"	\$165,750.00
0506-3	Scuppers	\$332.00
0538-1	Guardrail Reset	\$1,461.50
4601121	Anchor Bolt Replacement	\$3,920.00
	Installation of 2 SCH 40 PVC Conduits	\$1,000.50
	Removing & Repulling Electrical Wiring	\$6,000.00
	Total Work	\$377,500.00

OFFICER CERTIFICATE

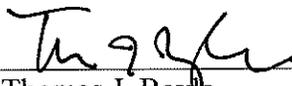
**OFFICER'S CERTIFICATE
OF
KIEWIT INFRASTRUCTURE SOUTH CO.**

I, the undersigned, hereby certify that I am the Assistant Secretary of Kiewit Infrastructure South Co., a Delaware corporation (the "Corporation"), at 1580 Sawgrass Corporate Parkway, Suite 300, Sunrise, FL 33323 and further certify on behalf of the Corporation that:

1. Benjamin J. Carnazzo is a duly appointed and acting Senior Vice President of the Corporation.
2. Benjamin J. Carnazzo is authorized to execute the bid on behalf of the Corporation to City of Key West, **EDWARD B. NIGHT PIER SPAN 1 DECK REPLACEMENT**, ITB # 18-029, Project # IS72011801 (the "Project"), and upon award of the Project, to execute and deliver the Project Contract, and related documents.

SIGNED AND SEALED on behalf of the Corporation on July 11, 2018.

KIEWIT INFRASTRUCTURE SOUTH CO.

By: 
Name: Thomas J. Boyle
Title: Assistant Secretary

ADDENDUMS



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

EDWARD B. KNIGHT PIER BRIDGE SPAN 1 REPLACEMENT / ITB 18-029

July 05, 2018

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Pre-Bid Request for Information:

- 1.) ARTICLE 39 Codes, Ordinances, Permits, and Licenses – Does not detail that a Building Permit is required for this project. Please advise if it is a requirement and the subsequent fee.
Response: A Key West Building Permit is required for this project, please contact the Building Department for the fee.

- 2.) Sheet B-02 General Notes; Utilities states “for locations of existing utilities, see plan and elevation sheet.” The aforementioned sheet has no utilities detailed on it. Please advise if currently electrical is running through existing structure. Provide any as-builts if possible. Please confirm that the disconnection & reconnection of the electrical power is part of this contract, and if so, provide details for that work including the location of the conduit and wires to be installed.
Response: The notes have been revised in Rev. 1 to clarify that existing conduits must be replaced; one 3 ½” PVC conduit is required in each curb.

The contractor is responsible for disconnecting the power supply to the bridge lighting, installation of two electrical conduits (one in each curb).

Conduits shall be continuously attached to the existing. Please note that the exact position of conduits and their size are unknown at this time. As-built drawings for the existing bridge are not available.

The contractor is to provide a separate line item for installation of two electrical grade sch 40 PVC conduits of 3-1/2" dia. (or smaller) in his bid.

The contractor is to provide a separate line item for removing and re-pulling existing electrical wiring for pier lights (size unknown).

Please see updated plans for approximate conduits location.

- 3.) Sheet B1-10 Precast Slab Data Table- Type 1 – 21 strands, while the image shows 14 ea with the caption below, 7 SPA @ 2”. Please clarify the number of strands and there spacing.
Response: The PSU section has been revised to show the locations of the 21 strands. Also, note the addition of a Bid Alternate for Stainless Steel Strands, see note on the same sheet.

- 4.) Please advise if beach access will be granted for the duration of this project.
Response: Access to Rest Beach will be discussed at the pre-construction meeting. Indigenous Park will be used for staging and debris stockpile.

5.) In the Instructions to Bidders, Item 6C states to submit with our bid experience & expertise in lighting and electrical work. There are no electrical plans in the drawings detailing any work. Please confirm this requirement.

Response: Please disregard “in the lighting and electrical related field”. Item 6C in the Instructions to Bidders and substitute “bridge repair related field”.

6.) In the Invitation to Bid, Section 5A, the bidder is to submit a Tentative Schedule with the Proposal. What format will the schedule be required to be in? Will an Excel schedule be acceptable?

Response: Any format is acceptable.

7.) Is there a budget for the project?

Response: There is no construction budget at this time.

8.) Is see the bid bond information and some Performance Bond information but wasn't certain if the performance bond needs to be 100% of the bid total or a greater amount?

Response: The performance bond must be in the full amount of the contract price.

9.) Is a GC license required?

Response: As stated in the Invitation to Bid: THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID

10.) What is the current estimate/ budget for the Edward B. Knight Pier Span1 Project?

Response: The Engineer's estimate is attached (it does not include electrical) / there is currently no construction budget for this project

11.) How will the US Army Corps Permit Note concerning “all work to be completed at low tide” affect work schedule?

Response: The contractor is to perform all work without contacting the body of water below the bridge span.

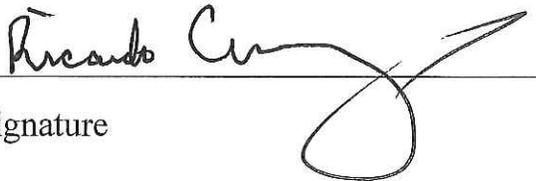
The ACOE permit condition note would be applicable for any work under the existing bridge deck which may get in contact with high tide waters.

The contractor is responsible to plan and schedule his work accordingly.

ADDITIVE ALTERNATE # 1

See attached revised Page 11 of the Proposal for Additive Alternate # 1. Remove and replace page 11 with attached and submit with Proposal.

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


Signature

KIEWIT INFRASTRUCTURE SOUTH CO.
Name of Business