

# PROJECT MANUAL FOR:



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## INVITATION TO BID No. 18-026 MALLORY WHARF REFURBISHMENT

APRIL 2018

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MAYOR: CRAIG CATES

COMMISSIONERS:

SAM KAUFMAN

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

RICHARD PAYNE

MARGARET ROMERO

PREPARED BY:  
City of Key West  
Engineering Services

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**TAB 1**  
**PROPOSAL FORM**

## BID PROPOSAL FORM

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

To: The City of Key West  
Address: 1300 White St, Key West, Florida 33040  
Project Title: MALLORY WHARF REFURBISHMENT

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

Company Name: Kiewit Infrastructure South Co.

Contact Name: Rick Cummings

Email & Telephone: Rick.Cummings@kiewit.com & (954) 835-2228

### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

### CONTRACT EXECUTION AND BONDS

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

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days and to complete the project, in all respects, within 60 calendar days after the date of the initial Notice to Proceed. **To minimize impact on cruise ship operations, and assuming Commission approves Award at August 7 meeting, all work must be completed between August 21, 2018, and October 20, 2018.**

**BID PROPOSAL (continued)**

**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 **\$900.00 per day** for all Work awarded until the Work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default. Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by the Owner.

**ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,  
      ,       ,       ,       , (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.

**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 represents 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. Bidder further acknowledges that bid includes any permits required by the City of Key West and any Regulatory Agencies. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

**LUMP SUM BASE BID** \$ 624,287.00

**UNIDENTIFIED REPAIR ALLOCATION** \$ 20,000

**TOTAL LUMP SUM BID:**

\$Six Hundred Forty Four Thousand Two Hundred Dollars & Zero Cents  
*amount written in words* Eighty Seven

**BID ALTERNATES**

- 1. Furnish 100% Performance & Payment Bonds (Lump Sum)

\$ 4000.00

**BID PROPOSAL (continued)**

2. New Bollards (in Lieu of Refurbishment). Up to three (3) bollards may be purchased.

(Lump Sum Price per Single Bollard)

\$ 20,000 .00

3. New Mooring Fenders - Trelleborg Seaguard Marine Fender OR EQUIVALENT. 5.6 foot diameter by x 11.3 feet long – High Capacity (Black),. Up to five (5) fenders may be purchased. Note: Furnish and Installation timeline for fenders, if purchased, to be negotiated with Owner.

(Lump Sum Price per Single Fender).

\$ 30,000 .00

NOTE: OWNER HAS RIGHT TO ACCEPT OR REJECT ANY, ALL OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL BE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

**The Bidder shall submit a Schedule of Values with the Bid. Schedule of Values shall be broken down by bid items listed in PART 6 of the PROJECT MANUAL and will be used as a basis for payment.**

**Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Bid Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.**

**Payment for subcontractors, materials and equipment authorized by the Owner in a written Change Order but not listed in the above Bid will be provided at the supplier's invoice plus 10 %.**

**BID PROPOSAL**  
**(continued)**

**SUBCONTRACTORS**

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

**TBD**

**Name**

Trade

Percent of Total Base Bid

Street

City

State

Zip

**Name**

Trade

Percent of Total Base Bid

**Street**

City

State

Zip

**Name**

Trade

Percent of Total Base Bid

Street

City

State

Zip

**Name**

Trade

Percent of Total Base Bid

Street

City

State

Zip

**Name**

Trade

Percent of Total Base Bid

Street

City

State

Zip

**BID PROPOSAL (continued)**

**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 Bid 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 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:

**Benjamin J. Carnazzo**

**Sr. Vice President**

**Rick Cummings**

**Vice President**



**BID PROPOSAL (continued)**

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**Not Applicable**

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 18<sup>th</sup> day of July 2018.

(SEAL)

Kiewit Infrastructure South Co.  
Name of Corporation

By *Benjamin J. Cooper*  
Title Sr. Vice President

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

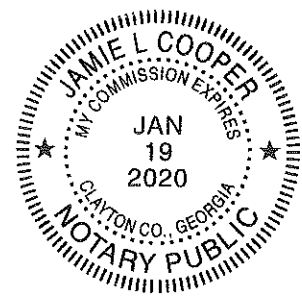
Sworn and subscribed before this 18<sup>th</sup> day of July, 2018

NOTARY PUBLIC, State of Georgia, at Large

My Commission Expires: 1-19-2020

*Jamie L. Cooper*

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EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

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

**SEE TAB 13**

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**TAB 2**  
**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  
The CITY OF KEY WEST 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 MALLORY  
WHARF REFURBISHMENT, said Bid Proposal, by reference thereto, being hereby made a  
part hereof.

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

**MALLORY WHARF REFURBISHMENT**

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

**FLORIDA BID BOND (continued)**

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 16th day of July, 2018.

**Kiewit Infrastructure South Co.**  
PRINCIPAL

By Benjamin J. Cannizzo  
Benjamin J. Cannizzo, Sr. Vice President

Travelers Casualty and Surety Co. of America  
SURETY

By Katherine Cronin  
Attorney-In-Fact Katherine Cronin

STATE OF FLORIDA )  
: SS  
COUNTY OF MONROE )

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**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, 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 16th 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.**

**TAB 3**  
**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.

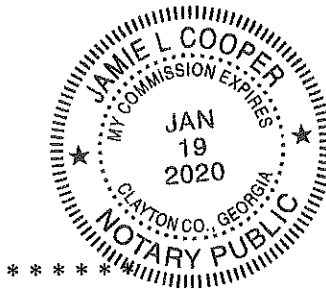
By: Benjamin J. Capps

Sworn and subscribed before me this 18<sup>th</sup> day of July, 2018.

NOTARY PUBLIC, State of GEORGIA at Large

My Commission Expires: 1-19-2020

Jamie L. Cooper



**TAB 4**  
**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 for Mallory Wharf Refurbishment, City of Key West, Florida.

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.

**PUBLIC ENTITY CRIMES (continued)**

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.)

**PUBLIC ENTITY CRIMES (continued)**

\_\_\_\_\_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)  
7-18-18  
(date)

STATE OF GEORGIA

COUNTY OF CLAYTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

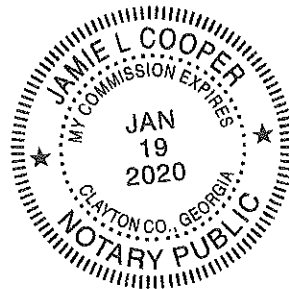
Benjamin J. Carnazzo who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 18<sup>th</sup> day of July, 2018.

My commission expires: 1-19-2020

Jamie L. Cooper  
NOTARY PUBLIC

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**TAB 5**  
**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.

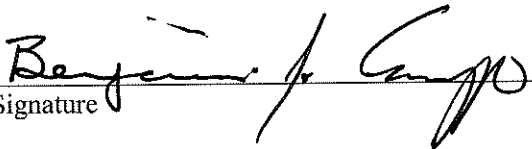
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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

July 18, 2018

Date

\* \* \* \* \*

**TAB 6**  
**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 and 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 \_\_\_\_\_, 20\_\_.

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

\* \* \* \* \*

**TAB 7**

**EQUAL BENEFITS FOR DOMESTIC PARTNERS**

**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 C. Cargo

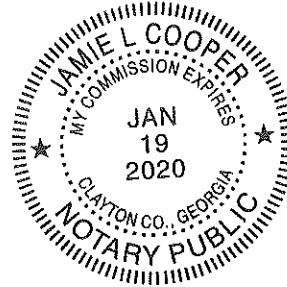
Sworn and subscribed before me this

18<sup>th</sup> day of July, 2018.

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

My Commission Expires: 1-19-2020

\*\*\*\*\*



**TAB 8**  
**CONE OF SILENCE AFFIDAVIT**

**CONE OF SILENCE AFFIDAVIT**

STATE OF GEORGIA )  
 : SS  
COUNTY OF CLAYTON )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Kiewit Infrastructure South Co. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

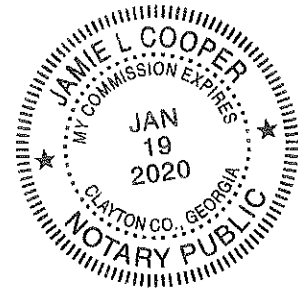
Benjamin J. Cooper  
(signature)  
7-18-18  
(date)

Sworn and subscribed before me this

18<sup>th</sup> Day of July, 2018.

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

My Commission Expires: 1-19-2020



\*\*\*\*\*

**TAB 9**


**LOBBYING RESTRICTIONS**

**LOBBYING RESTRICTIONS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor's Authorized Official

Benjamin J. Carnazzo, Sr. Vice President

Name and Title of Contractor's Authorized Official

July 18, 2018

Date

\* \* \* \* \*

**TAB 10**  
**NON-COLLUSION AFFIDAVIT**





## **TAB 11**

# **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

## **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award; **No**
- b) Suspended from participation in any federally assisted Award; **No**
- c) Proposed for debarment from participation in any federally assisted Award; **No**
- d) Declared ineligible to participate in any federally assisted Award; **No**
- e) Voluntarily excluded from participation in any federally assisted Award; or **No**
- f) Disqualified from participation in any federally assisted Award. **No**

By signing and submitting its bid, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\* \* \* \* \*

**TAB 12**  
**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 his bid.)

1. All Contract Documents thoroughly read and understood. [ ✓ ]
2. All blank spaces in Bid Proposal filled in, using black ink. [ ✓ ]
3. Total and unit prices added correctly and attached Schedule of Values [ ✓ ]
4. Addenda acknowledged. [ ✓ ]
5. Subcontractors are named as indicated in the Bid. [ ✓ ]
6. Experience record included. [ ✓ ]
7. Bid signed by authorized officer. [ ✓ ]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ ✓ ]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ ✓ ]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [ ✓ ]
11. BID submitted shall contain Bid Form, Bid Security, Experience Record, Anti-Kickback Affidavit, Public Entity Crimes Forms, City of Key West Indemnification Form, Local Vendor Certification, Equal Benefits for Domestic Partners, Cone of Silence Form, Local Vendor Certification, Disclosure of Lobbying Activities Form, Non-Collusion Declaration and Compliance Form, Suspension and Debarment Certification. [ ✓ ]
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. [ ✓ ]

\* \* \* \* \*

**TAB 13**  
**EXPERIENCE OF BIDDER**

Mallory Wharf Related Experience

Name	Description	Location	Dates	Value	Owner	Owner Contact	Engineer	Engineer Contact
Las Olas Bridge	Repairs to bascule bridge in Ft. Lauderdale, including concrete and steel repairs.	FL Lauderdale, FL	4/25/2013 - 12/26/2015	\$ 6,672,289	FDOT D4	Hewald Humes (954) 940-7505	Pinnacle Consulting	Arturo Perez (786) 251-8059
Rest Beach Stabilization	700 LF new sheet pile wall	Key West, FL	3/30/2018 - 9/19/2018	\$ 980,839	City of Key West	Steve McKeamey (305) 809-3747	TetraTech	Stuart McGehee (772) 781-3400
Bear Cut Bridge	Reconstruction of bridge using precast concrete deck elements. Concrete Repairs. Marine Construction.	Miami, FL	4/18/2013 - 4/25/2014	\$ 32,999,312	Miami-Dade County	Antonio Cotlerio (305) 375-1918	Hardisty and Hanover	Timothy Noles (954) 835-9119
Miami Avenue Bridge	Repair of bascule bridge in Downtown Miami including concrete and steel repairs.	Miami, FL	2/27/2014 - 12/27/2015	\$ 7,697,069	Miami-Dade County	Manuel Garcia (305) 375-2960	Hardisty and Hanover	Timothy Noles (954) 835-9119
NE 183rd Seawall Repair	Concrete repairs to seawall, piles, and caps. Marine Construction	Aventura, FL	10/2/2017 - 1/24/2018	\$ 1,060,531	City of Aventura	Antonio Tomei (305) 466-8970	Craven Thompson and Associates	Peter Aquart (954) 739-6400
Haulover Bridge Repair	Concrete and Steel Repairs to fixed bridge, including new seawalls.	Miami Beach, FL	1/8/2017 - Present	\$ 8,961,649	FDOT D6	Mario Cabrera (305) 640-7445	Bollen Perez and Associates	Jose Morales (305) 392-3190

**TAB 14**  
**FLORIDA CONTRACTOR LICENSES**





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

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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

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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

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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

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**TAB 15**  
**SCHEDULE OF VALUES**

18-113A

Mallory Sq. Pier Dolphin Repair & Fender

**BID PROPOSAL**

Kiewit Infrastructure South Co.

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	<b>MALLORY SQUARE</b>				
	<b>PIER &amp; DOLPHIN REPAIRS</b>				
				<b>+132,071</b>	
110	MOBILIZATION / DEMOBILIZATION DIVERS	1.000	EA	\$150,000.00	\$150,000.00
130	ENVIRONMENTAL PROTECTION BMP	1.000	EA	\$50,000.00	\$50,000.00
	<b>***Subtotal Mob/Demob/Environmental</b>				<b>\$200,000.00</b>
	<b>PIER &amp; DOLPHIN CRACK REPAIRS</b>				
210	Pier Crack Repairs	14.400	LF	<del>\$480.00</del> <b>+55,976</b>	\$6,912.00
220	Dolphin Crack Repairs	78.500	LF	<del>\$480.00</del>	\$37,680.00
230	New Chain & Plates Furnished & Installation	3.000	EA	<del>\$10,000.00</del>	\$30,000.00
240	New Fender Supply & Install	1.000	EA	\$35,000.00	\$35,000.00
	<b>***Subtotal</b>			<b>+17,297</b>	<b>\$109,592.00</b>
	<b>PIER &amp; DOLPHIN DELAMINATION</b>				
760	Pier Delamination	91.000	SF	<del>\$565.00</del>	\$51,415.00
770	Dolphin Delamination	0.000		\$0.00	\$0.00
	<b>***Subtotal</b>				<b>\$51,415.00</b>
	<b>PIER &amp; DOLPHIN SPALL REPAIRS</b>				
1010	Pier Spall Repairs	90.000	SF	<del>\$1,100.00</del> <b>+129,910</b>	\$99,000.00
1020	Dolphin Spall Repairs	85.200	SF	<del>\$1,400.00</del>	\$119,280.00
	<b>***Subtotal</b>			<b>+23,744</b>	<b>\$218,280.00</b>
	<b>BOLLARD REFURBISHING</b>				
1110	Bollard Refurbishing (sandblast & recoat)	3.000	EA	<del>\$15,000.00</del>	<b>\$45,000.00</b>
	<b>Lump Sum Base Bid</b>				<b>\$624,287.00</b>
1210	Unidentified Repair Allocation	1.000	LS	\$20,000.00	\$20,000.00
	<b>Total Lump Sum Bid</b>				<b>\$644,287.00</b>
	<b>Bid Alternate 1 Furnish 100% Performance and Payment Bond</b>	1.000	LS	\$4,000.00	\$4,000.00
	<b>Bid Alternate 2 New Bollards (in lieu of refurbishment)</b>	1.000	EA	\$20,000.00	\$20,000.00
	<b>Bid Alternate 3 New Mooring Fenders</b>	1.000	EA	\$30,000.00	\$30,000.00

Bidder responsible to confirm all quantities prior to bid submittal.

**TAB 16**  
**OFFICER CERTIFICATE**

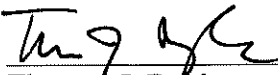
**OFFICER'S CERTIFICATE  
OF  
KIEWIT INFRASTRUCTURE SOUTH CO.**

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, **MALLORY WHARF REFURBISHMENT**, ITB # 18-026 (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 9, 2018.

KIEWIT INFRASTRUCTURE SOUTH CO.

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



**TAB 17**  
**ADDENDUMS**



## THE CITY OF KEY WEST

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

### ADDENDUM NO. 1

### Mallory Square Warf Refurbishment ITB 18-026

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 Request for Proposal (RFP) package is hereby amended in accordance with the following items:

**Attached with this Addendum is a revised bid form, pages 16-17 of the Documents:**

- 1) Delete Page 16 and 17 of the ITB Documents (Bid Proposal Form) in their entirety and replace with the attached revised form

**Requests for Information and Clarifications:**

- 1) What is the Engineer's cost estimate or Budget for the project?  
*a. Response: \$190,000 - \$240,000*
- 2) Will a barge be allowed to moor adjacent to the site?  
*a. Response: Yes, with the requirement that crane boom be lowered.*

**Attachments:**

- 1) Revised Bid Proposal Form
- 2) Sign-in sheet
- 3) Pre-Bid Meeting Minutes
- 4) Specification for new mooring fender (bid alternate exercised)
- 5) Work area and contractor parking/laydown

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



## THE CITY OF KEY WEST

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

### ADDENDUM NO. 2

#### Mallory Warf Refurbishment ITB 18-026

The referenced Invitation to Bid package is hereby amended per the following items. This Addendum does not change the bid opening date of July 18, 2018.

#### **Requests for Information and Clarifications:**

1. The last page of the entire bid package has a form titled Bid Proposal. Is this the one to be included with the bid? The question is because the Bid Proposal Form in Part I has a Lump Sum Base Bid and Note 2 on Sheet S-005 states "The Contractor shall include an additional 20% of the proposed spall area and a depth of 4" into their bid. The Contractor shall also include an additional 20% of the proposed crack repair length with a width of 1/32" into their bid. A unit price shall be provided for the additional work. All repairs shall be measured in the field and approved by the Owner representative or engineer." The additional quantities will cause the Lump Sum Base Bid on the Bid Proposal Form to not balance with the "Bid Total" on the Bid Proposal spreadsheet. Please advise.  
**Only the information shown on the contractor's completed Bid Proposal Form in Part I is considered in award.** The schedule of values form was provided at the end of the package as a basis of bid for the quantity of concrete repairs. Note 2 on S-005 states that the contractor shall add 20% spall quantity and 20% crack repair into their bid prices. The "Bid Proposal" spreadsheet in Part 6, a schedule of values form, was presented for quantity purposes only.
2. On Sheet S-005 Note 3.4 states "Apply Fox FX 764 Splashzone epoxy paste or equivalent to all spalls to be repaired in accordance with manufacturer's recommendations." Section 03 31 29 Marine Cast-in-Place concrete, has parameters for a concrete mix design that would be batched with mandatory batch tickets. To clarify: Splashzone epoxy paste is suitable for all repairs except in the case of Note 3.5 on G-005 that states "If a spall is too large for Splashzone epoxy and needs to be formed up and poured... prior to pouring new concrete." In which case the concrete specified would be used?  
The Maine concrete mix will be used to repair the spalls too large for repair with Fox FX Splashzone Epoxy.
3. On the Bid Proposal Spreadsheet, Bid Items 210 Pier Crack Repairs and 220 Dolphin Crack Repairs, the CF quantities seem to be very high for the LF of cracks detailed on the plans.  
The units presented are incorrect. The units should be LF and CF.
4. Reference Specification 03 01 30.71, 1.2.5 Pressure Grouting Epoxy. A low viscosity epoxy resin system pumped under pressure into structural cracks. Is there a preferred product for this application?  
Any grout that meets the specifications, particularly 03 01 30.71 Section 2.1.1.3 Crack Sealer for Pressure Grouting.

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

  
Signature

Kiewit Infrastructure South Co.

Name of Business