



P.O. Box 510802 Key Colony Beach, Florida 33051  
305-240-9882  
[www.lps-contracting.com](http://www.lps-contracting.com)  
CGC1516588  
CUC1224542

**ITB # 25-008**

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

**Key West, Florida**  
**Attn: City Clerk**  
**1300 White Street**  
**Key West, Florida 33040**



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# Cover Letter

**ITB # 25-008**

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BIGHT MARINA**



Attn: City of Key West  
1300 White Street,  
Key West, Florida 33040

**Re: ITB #25-008 Piling Replacement / H2 Dock Extension / Cantilever Walkway Repair – Key West Bight Marina**

### **Cover Letter**

LPS Utilities Inc. DBA LPS Contracting is a local, minority owned business and general contractor. Founded in 2017, LPS provides services for public and private sector customers delivering exceptional quality, dependability, and performance for every project. With headquarters in Key Colony Beach, Florida LPS Contracting is very familiar with the needs and logistical challenges many contractors face in the Florida Keys. We are certified under the provisions of chapter 489, Florida Statutes and Licensed as a Certified General Contractor (CGC1516588) and as an Underground Utility and Excavation Contractor (CUC1224542). LPS holds the United States Longshoreman's Insurance, Jones Act Insurance, and Inland Marine Insurance qualifying us for all scopes of work on or over water.

Our knowledge and experience have allowed us to maintain our reputation for delivering high quality results on time and budget with a safety-first mindset. We continue to prove our ability to successfully complete multi-million-dollar projects in both our marine construction and civil infrastructure divisions. LPS demonstrates the ability to manage and self-perform a wide range of competencies including:

- Dock and Seawall Construction
- Piling Installation
- Demolition
- Dredging
- Excavation and Earthworks
- Shoreline Stabilization and Restoration
- Boat Ramp Construction
- Disaster Recovery Services
- Underground Utility Installation
- Civil Sitework Construction

Throughout the past few years LPS has successfully completed many projects in South Florida requiring dock and seawall reconstruction. Many of these projects consisted of utilizing a wide range of materials, equipment, and strategies to rebuild aging marine infrastructure in the one of the most aggressive marine environments - the Florida Keys.



The intent of this project is to repair the iconic docks and Harborwalk in the iconic Key West Bight Marina in Key West, Florida.

LPS Utilities, Inc. DBA LPS Contracting is committed to maintaining our reputation for delivering high-quality results on time and budget while maintaining a safety-first mindset throughout each project. Our main goal for this project is to ensure the city's infrastructure is rebuilt to the best possible condition so the services Key West Bight Marina provides to the people of Key West can continue for decades to come.

For this project, all in and above water construction activities will be performed in accordance with the Army Corps of Engineers, Florida Department of Environmental Protection (FDEP) requirements, and in accordance with all specifications required by the City of Key West.

Sincerely,

A handwritten signature in black ink, appearing to read "J Wilson", with a long horizontal flourish extending to the right.

Jennifer Wilson  
President - LPS Utilities Inc. DBA LPS Contracting





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## **Agreement Execution Personnel:**

Jennifer Wilson – President

## **Management Personnel:**

Ali Ghamlouch – Senior Estimator  
701-729-2693 - [ali.ghamlouch@lps-contracting.com](mailto:ali.ghamlouch@lps-contracting.com)

Adam Giles – Project Manager  
305-240-9882 – [adam.giles@lps-contracting.com](mailto:adam.giles@lps-contracting.com)

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# Company Overview



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



## **Company Overview**

LPS Utilities Inc. DBA LPS Contracting is a minority owned business and general contractor specializing in marine construction, infrastructure rehabilitation, and waterfront restoration here in the Florida Keys. With over 25 years of General Contracting experience, we specialize in all aspects of marine construction and civil site work. We hold the Certified General Contractor (CGC1516588) and Underground Utility and Excavation Contractor (CUC1224542) licenses. We also hold the United States Longshoreman's and Jonest Act Insurance, as well as the Inland Marine Insurance, fully protecting all our customers and allowing us to handle any scope of work on or over water.

Having company headquarters in Key Colony Beach, we have performed in over 15 different states, but primarily offer our services in Central, South Florida, and the Florida Keys.

In the last few years, we have completed nearly 300 projects in South Florida alone. Our marine division offers recovery & restoration services for commercial and residential waterfront locations. We have the experience, equipment, and manpower to take on any waterfront restoration project covering all aspects of scope. This includes shoreline stabilization and restoration projects, disaster recovery projects, and marine improvements projects such as dock building, dredging, piling installation, and seawalls. Our civil sitework projects include grubbing, clearing, demolition, grading, excavation, and underground utility installation.

LPS Utilities Inc. DBA LPS Contracting is committed to maintaining our reputation for delivering high-quality results on time and budget while maintaining a safety-first mindset during every project. We create an efficient work environment to deliver dependable high-quality services and performance to complete every project on schedule.

## ***Mailing Address***

*P.O. Box 510802 Key Colony Beach, FL 33051*

## ***Physical Address***

300 Sadowski Causeway Suite 309  
Key Colony Beach, FL 33051



## **Management Staff**

With LPS, you will be working with experienced professional personnel, management, and crews. The three management professionals that will be responsible for this project include the following individuals:

### **Adam Giles – Project Manager**

Mr. Giles has 11 years of engineering and project management experience in manufacturing, transportation, tooling engineering, and the construction industries. Adam lead the design of a \$27m project and was the key representative to a multi-billion dollar transportation manufacturer successfully implementing data management systems. More recently Adam continues to manage personnel and construction projects for both public and private sectors recently managing a \$2m private yacht marina project in Marathon, FL.

### **Joe Merryman – Superintendent**

Mr. Merryman has over 30 years of experience as an operator and superintendent in the heavy equipment construction industry. He has worked on jobs ranging from \$12,000.00 to \$33m for both the private and public sector. He self-performed excavation, diagonal drilling and installation of thousands of miles of oil line, waterline, and sanitation line in twelve different states in the Midwest, Northwest and South-central United States. He was a key factor in the \$5 billion investment in Iowa for Google's Data Collection Center installing cooling lines to and from the Mississippi river.

In addition to the management staff, we will also have 12 additional professionals allocated to this project that work out of our Headquarters in Key Colony Beach, Florida. These personnel consist of laborers, accountants, and contract specialists.





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# Project Management Experience/Project Examples



ITB # 25-008

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

## EXPERIENCE OF BIDDER

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

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

Please see following sheets.

\* \* \* \* \*



## **Project Management Experience/Project Examples**

Having over 25 years of General Contracting experience and over 300 projects completed in the last few years in South Florida, LPS Utilities, Inc. DBA LPS Contracting is one of the leading providers of construction services in the Florida Keys. We have successfully managed, self-performed, and delivered projects in over 15 states and recently completed over 300 projects in South Florida.

We hold both our State of Florida General Contractors and Underground Utility Contractors Licenses, the United States Longshoreman's insurance, the Jones Act Insurance, and Inland Marine Insurance qualifying us for any scope of work on or over water while fully protecting our customers.

With most of our staff living in the Florida Keys, we are very familiar with the complex challenges the construction industry faces in this part of the country. LPS has extensive knowledge of the requirements and construction conditions of the Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission (FWC), Florida Keys National Marine Sanctuary (FKNMS), and the National Oceanic Atmospheric Association (NOAA).

With sustainability being one of our key principles, we are very familiar with the environmental resources the Florida Keys offer and the sensitive ecosystem we get to call home. With every project, we exceed the safe practices required for marine construction and ensure our work does not pose any threat or danger to the environment.

In recent years, LPS Utilities Inc. DBA LPS Contracting has teamed up with local municipalities to successfully manage and complete water quality improvement projects to enhance the benthic community in the Florida Keys by various methods. By completing these projects, we successfully increased the dissolved oxygen content in the canal systems in multiple areas, helping to improve the ecosystem and alleviate the impact economic growth and historical methods of design and construction has had on the Florida Keys over the last few decades.

We have also been responsible for managing and coordinating the planting of vegetation native to the Florida Keys, such as mangroves and buttonwoods, to ensure what impacts we do have on the environment are mitigated to the best of our ability.



**Postcard Inn – 84001 Overseas Highway, Islamorada**

**Owner:** - Carlisle Group

**Engineer:** Chappell Group Inc./ American Engineers &  
Contractors – Shiv Shirah -[info@AECbuild.com](mailto:info@AECbuild.com) -561-889-6621

**Contract Amount:** \$ 3,000,000.00

**Initiated:** January 2018

**Completed:** September 2018

The scope of this project was marina restoration due to damages caused by Hurricane Irma. LPS was the prime contractor on this project. We provided the excavation and clearing of hurricane debris, demolition, and trenching services, removed 211 pilings, installed 13 finger piers, 5 decks including 299 pilings and installed 15,760 square feet of decking.





**Oasis By The Bay – 41st St. Marathon, FL**

**Owner:** - LR Latitude LLC – Paul Tremblay – paul@bluewaterrellc.com

**Engineer:** Campbell Engineering - will@cecflk.com

**Contract Amount:** \$ 310,286.00

**Initiated:** December 2024

**Completed:** April 2025

The scope of this project was to build a private marina for a new development. LPS installed 1,963SF dock and walkway with 14 slips, 92 - 12" timber pilings for the dock, and 20 - 12" timber mooring pilings. The piling installation work for this project was completed in 20 days.





**Palm Island Seawall – 1740 Overseas Hwy. Marathon, FL**

**Owner:** Mark Fischer - [mark@boatsdirectusa.com](mailto:mark@boatsdirectusa.com)

**Engineer:** K2M Design, Inc. - Eddie Blanco –  
[Eblanco@k2mdesign.com](mailto:Eblanco@k2mdesign.com)

**Contract Amount:** \$1,962,938.00

**Initiated:** March 2024

**Completed:** May 2024

The scope of this project was to rebuild an aging seawall and stabilize the shoreline of a private island in Marathon. LPS self-performed the demolition of existing docks and seawall, installation of 750 linear feet of seawall with two 600 square foot concrete docks supported by 12” precast concrete pilings. In total, LPS installed 50 precast concrete pilings, framed, poured, and finished 8,000 square feet of concrete, and installed 426 cubic yards of rip rap around the outside of the island for shoreline stabilization. This project was constructed in a phased approach starting in March 2024 reaching final completion in just under 60 days.







**Compass Pointe Marina – 39<sup>th</sup> St. Marathon, FL**

**Owner:** - Design Source - Tony Dascanio CEO – TDascanio@designsource.com

**Engineer:** Design Source, LLC – Nicholas D’ascanio -  
NDascanio@designsource.com

**Contract Amount:** \$ 550,000.00

**Initiated:** May 31 2019

**Completed:** April 14 2020

The scope of this project was to build a working marina and boatyard. LPS installed 8 finger piers, installed 282 linear feet of seawall with concrete cap, 630 yards of rip rap for shoreline stabilization, and a 135 foot boardwalk with 31 piles.





## **Faro Blanco – Marathon FL**

**Owner:** - SMI LLC – Paul Tremblay – paul@bluewaterrellc.com

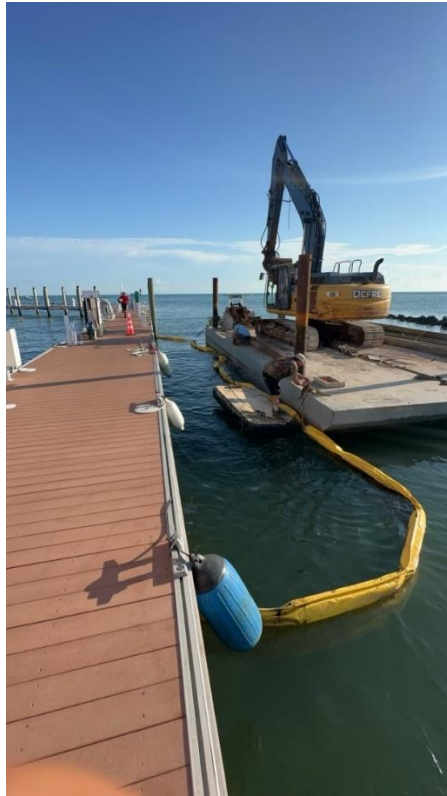
**Engineer:** Civil Tech Solutions - aperez@civiltechsolutions.com

**Contract Amount:** \$ 104,800.00

**Initiated:** August 2024

**Completed:** August 2024

The scope of this project was to fix damaged piles, and add fender pilings as protection along the busy fuel docks. LPS was hired to remove and replace 10 double mooring dolphins, remove and replace 11 – 12” timber mooring pilings, and install 17 – 12” timber fender pilings. This work was completed in 7 working days.





**Indigo Reef – 11600 1<sup>st</sup> Ave. Marathon, FL**

**Owner:** - Indigo Reef HOA – Sean Rempfer – US@happyinthekeys.com

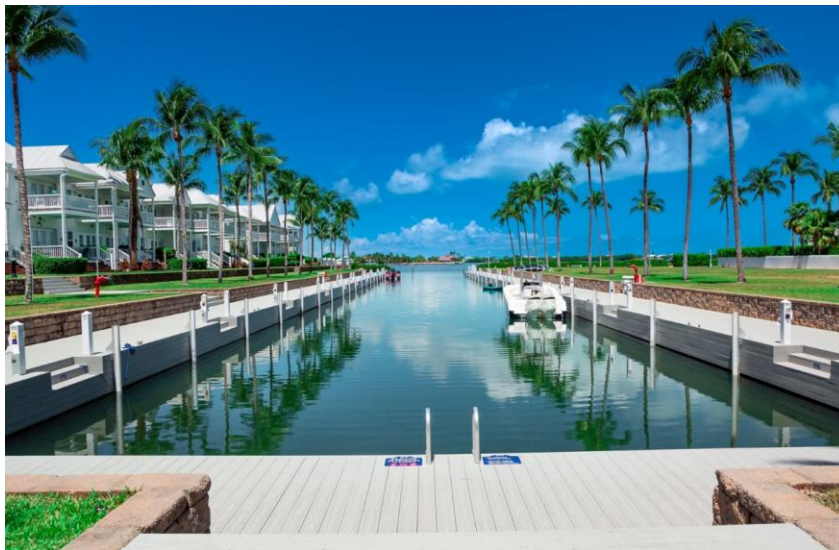
**Engineer:** Weiler Engineering – Steve Suggs –  
ssuggs@weilerengineering.org

**Contract Amount:** \$ 3,000,000.00

**Initiated:** Feb 19 2022

**Completed:** Dec 6 2022

The scope of this project was to rebuild a marina for a homeowner's association that was severely aged and on the brink of failure. LPS repaired 1,489 linear feet of concrete seawall and replaced 23,949 square feet of boardwalk and dock.





### **Sunrise Isle – Sunrise Isle Canal Marathon, FL**

**Owner:** - Sunrise Isle Homeowners Association, Inc.

**Engineer:** American Engineers & Contractors – Shiv Shirah - [info@AECbuild.com](mailto:info@AECbuild.com)

**Contract Amount:** \$ 1,727,600.00

**Initiated:** July 2 2019

**Completed:** Dec 06 2022

The scope of this project was to rebuild a failed seawall for a homeowner's association that had collapsed in several areas after Irma. LPS was contacted by the association without plans or permits for construction. LPS Contracting was able to hire an engineer, obtain state and federal authorizations for the work and self-performed the installation of 2,100 linear feet of new seawall with concrete cap. The construction for this project took 48 days from January 2020 to March 2020.





**Sunset Harbor at Cow Key Marina – Key West, FL**

**Owner:** - Sun Communities – Jose Manent - [jmanent@suncommunities.com](mailto:jmanent@suncommunities.com)

**Engineer:** American Engineers & Contractors – Shiv Shirah -  
[info@AECbuild.com](mailto:info@AECbuild.com)

**Initiated:** Feb 7 2019

**Completed:** June 25 2019

**Contract Amount:** \$ 625,500.00

The scope of this project was a seawall replacement for a community on Stock Island. The aging seawall was in a state of disrepair. LPS Contracting installed 630 linear feet of sheet pile seawall with W beam tie backs and a concrete cap.





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# Bid/Contract Forms

**ITB # 25-008**

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



## **BID FORM**

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER  
WALKWAY REPAIR – KEY WEST BIGHT MARINA**

Project No.: **ITB #25-008**

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

Company Name: LPS Utilities, Inc. dba LPS Contracting

Contact Name & Telephone #: Adam Giles - 305-240-9882

Email Address: info@lps-contracting.com

### **BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

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

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

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

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

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



property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

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

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

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

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

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

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

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

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

|                           |   |
|---------------------------|---|
| Bodily Injury &           | \$1,000,000.00 Combined Single Limit each |
| Property Damage Liability | Occurrence and Aggregate                  |

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

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

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

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

|                           |                                    |
|---------------------------|------------------------------------|
| Bodily Injury             | \$1,000,000.00 Limit Each Accident |
| Property Damage Liability | \$1,000,000.00 Limit Each Accident |

or

|                           |  |
|---------------------------|--|
| Bodily Injury &           | \$1,000,000.00 Combined Single Limit Each Accident |
| Property Damage Liability |  |

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

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

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



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

#### SURETY AND INSURER QUALIFICATIONS

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

#### CONTRACT EXECUTION

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

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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

#### LIQUIDATED DAMAGES

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

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

#### 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 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.

#### UNIT PRICE WORK ITEMS

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

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

\* \* \* \* \*



**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

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

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

**GENERAL NOTES:**

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

**QUESTIONS & CLARIFICATIONS:**

1. Protection of existing structures states vibration monitoring is required, please confirm.

**Yes, vibration monitoring is required at nearby structures as described in Section 022150, for structures "that could receive seismic motion greater than one-half inch per /second (or a more stringent velocity required by a permit or agency) and could be at risk for being damaged from ground vibrations due to construction."**

2. States dynamic pile testing shall be performed, does this include the timber pile? And what is the driving criteria for either type?

**Yes, this includes timber piles. Based on ASTM D4945 dynamic testing equipment and setup are described for both concrete and timber pilings.**

3. Obstruction lighting of cranes , per CFR part 77 crane elevations may not exceed 100ft , however spec states lighting required over 100ft. Has an aeronautical study been completed to determine if it will exceed a standard of subpart C of 14CFR Part 77.?

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



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

**Concrete piles have been removed from scope.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**See answer to #11.**

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

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

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

**Yes, a staging area will be provided**

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

**TBD**

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

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

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

**Delivery times to be set by contractor**

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

**Professional liability insurance is not required for this project.**

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

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

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

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

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

**Four (4) days.**

22. The plans and specifications call for 12" piles. At what location on the pile should be the pile diameter measured? (top or bottom of the pile?) (Suggested 3' down from butt of Pile)?

**3' down from butt of pile is ideal for pile diameter measurement.**

23. Will the contractor be required to provide signed and sealed pile logs to the City and/or the Building Department?

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

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

**All weather-related time extensions will be considered.**

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

**All weather-related time extensions will be considered.**

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

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

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

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

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

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

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

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

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

**Turbidity curtains are required for all in-water activities.**

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

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

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

**See answer to #31.**

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

**These special bidding requirements shall not be waived.**

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

**Yes, see attached revised Bid Schedule.**

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

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

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

**See answer to #14.**

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

Signature



LPS Utilities, Inc. dba LPS Contracting

Name of Business



## BID SCHEDULE

Project Title: **PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**

Project No.: **ITB #25-008**

### UNIT PRICE BID

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

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

| <u>ITEM</u>                                    | <u>QTY</u> | <u>UNIT</u>  | <u>UNIT PRICE</u>    |                      |
|--|------------|--------------|----------------------|----------------------|
| a. Mobilization                                | 1          | Each         | \$ <u>103,219.79</u> |                      |
| b. General/Supp.<br>Conditions                 | 1          | Each         | \$ <u>51,609.89</u>  |                      |
| c. Demobilization                              | 1          | Each         | \$ <u>17,203.30</u>  |                      |
| 1 LS (10% of Construction Cost Max (a + b + c) |            | <b>TOTAL</b> |                      | \$ <u>172,032.98</u> |

#### 2. Payment and Performance Bonds

| <u>QTY</u> | <u>UNIT</u> | <u>SUBTOTAL</u>      |
|------------|-------------|----------------------|
| 1          | LS          | \$ <u>539,353.77</u> |

#### 3. Permit Fees (to be paid at cost)

| <u>QTY</u> | <u>UNIT</u> | <u>SUBTOTAL</u>  |
|------------|-------------|------------------|
| 1          | LS          | \$ <u>90,000</u> |

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

| <u>LENGTH</u> | <u>QTY</u> | <u>UNIT</u>  | <u>UNIT PRICE</u> | <u>SUBTOTAL</u>     |
|---------------|------------|--------------|-------------------|---------------------|
| 10'L          | 20         | Each         | \$ <u>200.00</u>  | \$ <u>4,000.00</u>  |
| 12'L          | 74         | Each         | \$ <u>210.00</u>  | \$ <u>15,540.00</u> |
| 15'L          | 3          | Each         | \$ <u>220.00</u>  | \$ <u>660.00</u>    |
|               |            | <b>TOTAL</b> |                   | \$ <u>20,200.00</u> |

5. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)

| <u>LENGTH</u> | <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u>    |
|---------------|------------|-------------|-------------------|--------------------|
| 10'L          | 1          | Each        | \$ 200.00         | \$ 200.00          |
| 12'L          | 13         | Each        | \$ 210.00         | \$ 2,730.00        |
| 15'L          | 25         | Each        | \$ 220.00         | \$ 5,500.00        |
| <b>TOTAL</b>  |            |             |                   | <b>\$ 8,430.00</b> |

6. 26" SS All-Thread Hardware Assembly (includes all labor, equipment, disposal and material)

| <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u> |
|------------|-------------|-------------------|-----------------|
| 396        | EA          | \$ 90.38          | \$ 35,790.48    |

7. SS Nut & Washer (includes all labor, equipment, disposal and material)

| <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u> |
|------------|-------------|-------------------|-----------------|
| 792        | EA          | \$ 18.00          | \$ 14,256.00    |

8. 12"x35' Dia Pile, driven 10' into cap rock (includes all labor, equipment, disposal and material)

| <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u> |
|------------|-------------|-------------------|-----------------|
| 143        | EA          | \$8,000.00        | \$ 1,144,000.00 |

9. Conical PVC/HDPE Pile Caps (includes all labor, equipment, disposal and material)

| <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u> |
|------------|-------------|-------------------|-----------------|
| 143        | EA          | \$ 88.03          | \$ 12,588.29    |

10. Concrete Grout Mix & Rebar (includes all labor, equipment, disposal and material)

| <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u> |
|------------|-------------|-------------------|-----------------|
| 1          | LS          | \$ 108,000.00     | \$ 108,000.00   |

11. All components required for Boathouse Walkway Repairs (includes all labor, equipment, disposal and material)

| <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u> |
|------------|-------------|-------------------|-----------------|
| 1          | LS          | \$ 175,000.00     | \$ 175,000.00   |

12. All components required for H2 Dock Extension (includes all labor, equipment, disposal and material)

| <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u> |
|------------|-------------|-------------------|-----------------|
| 1          | LS          | \$102,065.00      | \$ 102,065.00   |

13. Additional 14" square concrete. x 35' Piles (location TBD) (includes all labor, equipment, disposal and material)

| <u>ITEM</u>         | <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u>  |
|---------------------|------------|-------------|-------------------|------------------|
| Dock Pile           | 0          | EA          | \$10,00 0.00      | \$ 0 0.00        |
| Fender/Mooring Pile | 0          | EA          | \$ 10,000.00      | \$ 0 0.00        |
| <b>TOTAL</b>        |            |             |                   | <b>\$ 0 0.00</b> |

14. General Allowance (only to be used with Owner's written approval)

| <u>QTY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>SUBTOTAL</u> |
|------------|-------------|-------------------|-----------------|
| 1          | LS          | \$ 100,000        | \$ 100,000      |

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

|                                |                 |
|--------------------------------|-----------------|
| Total of lump sum items 1 - 14 | \$ 2,521,716.52 |
|--------------------------------|-----------------|

Two Million Five Hundred Twenty-One Thousand Seven Hundred Sixteen Dollars & Fifty-Two Cents  
(amount written in words)

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

### CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

LPS Utilities, Inc. dba LPS Contracting plans to self-perform 99% of the work for this project.

[illegible]

## 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:

Plumbing and utility roll back for dock work

Portion of Work

Garys Plumbing & Fire, Inc.

Name

6409 2nd Ter

Key West

Florida

33040

Street

City

State

Zip

Portion of Work

Name

Street

City

State

Zip

Portion of Work

Name

Street

City

State

Zip

Portion of Work

Name

Street

City

State

Zip

SURETY

The Ohio Casualty Insurance Company \_\_\_\_\_ whose address is

175 Berkeley Street, Boston, Massachusetts, 02116  
Street City State Zip

305-722-2671 Jerrett Merlucci  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is LPS Utilities, Inc. dba LPS Contracting \_\_\_\_\_

\_\_\_\_\_ doing business  
at

300 Sadowski Causeway Suite 309, Key Colony Beach, Florida, 33051  
Street City State Zip

info@lps-contracting.com  
email address

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:

| Name            | Title     |
|-----------------|-----------|
| Jennifer Wilson | President |
| _____           | _____     |
| _____           | _____     |
| _____           | _____     |
| _____           | _____     |



If Sole Proprietor or Partnership

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

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

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 30 day of April 2025.

(SEAL)

LPS Utilities, Inc. dba LPS Contracting

\_\_\_\_\_  
Name of Corporation


By



Title

\_\_\_\_\_  
President

Attest



\_\_\_\_\_  
Secretary

**FLORIDA BID BOND**

BOND NO. N/A  
5% of Amount Bid  
AMOUNT: \$ (Five Percent of Amount Bid)

KNOW ALL MEN BY THESE PRESENTS, that LPS Utilities Inc. DBA  
LPS Contracting hereinafter called the  
PRINCIPAL, and The Ohio Casualty  
Insurance Company a corporation duly organized under the laws of the State of  
New Hampshire 175 Berkeley Street having its principal place of business at Boston, MA 02116 in the State  
of Massachusetts, and authorized to do business in the State of Florida, as SURETY, are held  
and firmly bound unto City of Key West hereinafter CITY OF KEY WEST called the  
OBLIGEE, in the sum of \$ Five Percent of Amount Bid DOLLARS (\$ 5% of Amount Bid) for the  
payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns,  
jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **PILING  
REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY  
WEST BIGHT MARINA**, said Bid Proposal, by reference thereto, being hereby made a part hereof.  
WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the  
furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment,  
machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the  
Proposal and the detailed Specifications, entitled:

**ITB #25-008**

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

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

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

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

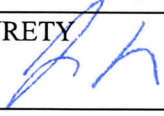
Signed and sealed this 30th day of April, 20 25.

LPS Utilities Inc. DBA LPS Contracting

By   
PRINCIPAL

The Ohio Casualty Insurance Company

SURETY 

By   
Attorney-In-Fact Jarrett Merlucci



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213370-964011**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shawn A. Burton, David R. Hoover, Jarrett Merlucci, Charles D. Nielson, Charles J. Nielson

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 14th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA

: SS

COUNTY OF MONROE

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

By: 

Sworn and subscribed before me this 30<sup>th</sup> day of April, 2025.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7.26.27



**ADAM GILES**  
Notary Public  
State of Florida  
Comm# HH426294  
Expires 7/26/2027

\* \* \* \* \*

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

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

1. This sworn statement is submitted with Bid or Proposal for ITB #25-008
2. This sworn statement is submitted by LPS Utilities, Inc. dba LPS Contracting  
(name of entity submitting sworn statement)  
300 Sadowski Causeway Suite 309 Key  
whose business address is Colony Beach, FL 33051 and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1979143 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)
3. My name is Jennifer Wilson  
(please print name of individual signing)  
and my relationship to the entity named above is 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
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

STATE OF FLORIDA

COUNTY OF MIAMI

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jennifer Wilson

\_\_\_\_\_, who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 30<sup>TH</sup> day of APRIL, 20 25

My commission expires:



ADAM GILES  
Notary Public  
State of Florida  
Comm# HH426294  
Expires 7/26/2027

\_\_\_\_\_  
NOTARY PUBLIC



### CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: LPS Utilities, Inc. dba LPS Contracting SEAL: \_\_\_\_\_

300 Sadowski Causeway Suite 309 Key Colony Beach, FL 33051

Address

Signature

Jennifer Wilson

Print Name

President

Title

DATE: 4/30/25

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA

: SS

COUNTY OF MONROE

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

By: [Signature]

Sworn and subscribed before me this 30<sup>th</sup> day of April, 2025.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7-26



**ADAM GILES**  
Notary Public  
State of Florida  
Comm# HH426294  
Expires 7/26/2027

\* \* \* \* \*

**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA

: SS

COUNTY OF MONROE

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of LPS Utilities, Inc. dba ~~LPS Contracting~~ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: \_\_\_\_\_

Sworn and subscribed before me this

30<sup>th</sup> day of APRIL, 2025.

  
NOTARY PUBLIC, State of FLORIDA \_\_\_\_\_ at Large

My Commission Expires: 7-26-27



**ADAM GILES**  
Notary Public  
State of Florida  
Comm# HH426294  
Expires 7/26/2027

\* \* \* \* \*

**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: 

Sworn and subscribed before me this

30<sup>th</sup> day of April, 2025.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7-26-27



**ADAM GILES**  
Notary Public  
State of Florida  
Comm# HH426294  
Expires 7/26/2027



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

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

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

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

Business Name: LPS Utilities, Inc. dba LPS Contracting Phone: 305-240-9882  
300 Sadowski Causeway Ste 309  
Current Local Address: Key Colony Beach, FL 33051

(P.O Box numbers may not be used to establish status)

Length of time at this address: 6 years

[Signature]  
Signature of Authorized Representative

4/30/25  
Date

STATE OF FLORIDA


COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2025.

By JENNIFER WILSON, of LPS.

(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging) or has produced  
DRIVER'S LICENSE as identification  
(type of identification)

[Signature]  
Signature of Notary

Print, ADAM GILES Station Number of Notary  
 ADAM GILES  
Notary Public  
State of Florida  
Comm# HH426294  
Expires 7/26/2027  
Title of Chair


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

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

|   |                       |                   |
|---|-----------------------|-------------------|
| Respondent Vendor Name: <u>LPS Utilities, Inc. dba LPS Contracting</u>                |                       |                   |
| Vendor FEIN: <u>47-1979143</u>  |                       |                   |
| Vendor's Authorized Representative Name and Title: <u>Jennifer Wilson - President</u> |                       |                   |
| Address: <u>300 Sadowski Causeway Suite 309</u>                                       |                       |                   |
| City: <u>Key Colony Beach</u>   | State: <u>Florida</u> | Zip: <u>33051</u> |
| Phone Number: <u>305-240-9882</u>   |                       |                   |
| Email Address: <u>info@lps-contracting.com</u>  |                       |                   |

*Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.*

*As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.*

|   |                    |
|---|--------------------|
| Certified By: <u>Jennifer Wilson</u>  | <u>President</u>   |
| <i>Print Name</i>   | <i>Print Title</i> |
| who is authorized to sign on behalf of the above referenced company.                                      |                    |
| Authorized Signature:  |                    |

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT  
FOR LABOR OR SERVICES**

Entity/Vendor Name: LPS Utilities, Inc. dba LPS Contracting  
Vendor FEIN: 47-1979143  
Vendor's Authorized Representative: Jennifer Wilson - President  
(Name and Title)  
Address: 300 Sadowski Causeway Suite 309  
City: Key Colony Beach State: Florida Zip: 33051  
Phone Number: 305-240-9882  
Email Address: info@lps-contracting.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Jennifer Wilson, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:   
Print Name: Jennifer Wilson  
Title: President



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

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

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

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

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

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

4/30/25  
Date

[Signature]  
(Signature of Authorized Representative)

State of FLORIDA,  
County of MONROE,

Personally Appeared Before Me, the undersigned authority, JENNIFER WILSON who, being ☒ personally know or ☐ having produced his/her signature in the space provided above on this

30<sup>TH</sup> day of APRIL, 2025.

[Signature]  
Signature, Notary Public

7-26-27  
Commission Expires

Stamp/Seal:



**ADAM GILES**  
Notary Public  
State of Florida  
Comm# HH426294  
Expires 7/26/2027



## DRAFT CONTRACT AGREEMENT

This Contract, made and entered into \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Key West, hereinafter called the "Owner", and LPS Utilities, Inc., hereinafter called the "Contractor";  
dba LPS Contracting

WITNESSETH:

The Contractor, in consideration of the sum to be paid to them by the Owner and of the covenants and agreements herein contained, hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #25-008 PILING REPLACEMENT / H2 DOCK EXTENSION / CANTILEVER WALKWAY REPAIR – KEY WEST BIGHT MARINA**

Key West, Florida to the extent of the Bid made by the Contractor, dated the 30th day of April, 2025, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, and the SPECIFICATIONS, SUPPLEMENTAL INFORMATION and DRAWINGS w/ TECHNICAL SPECIFICATIONS, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within **one hundred-twenty (120) calendar days** and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of **\$500.00** per day. Sundays and legal holidays shall be included in determining days in default.

### 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. 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.


This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

**CITY OF KEY WEST**

\_\_\_\_\_  
Brian L. Barroso, City Manager

**CONTRACTOR**

By \_\_\_\_\_  


Printed \_\_\_\_\_ Jennifer Wilson

Title \_\_\_\_\_ President

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for Owner

\* \* \* \* \*



P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

[www.lps-contracting.com](http://www.lps-contracting.com)

CGC1516588

CUC1224542

# **State and Local Authorization to Transact Business**

**ITB # 25-008**

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



# AEC Details

## City of Key West

**Registration Number**  
**AEC36050**

Company: **LPS UTILITIES, INC DBA LPS CONTRACTING (CGC)**

Phone 1: **(305)240-9882**

Status: **ACTIVE**

Address: **MULLAR BRANDON E  
(QUALIFIER)**

City, State ZipCode: **KEY COLONY BEACH , FL 33051**

Phone 2: **(305)240-9882**

Issued: **5/24/2024**

Type: **CONTRACTOR DBPR STATE  
CERTIFIED**

Subtype: **GENERAL CONTRACTOR**

Phone 3:

Expires: **12/31/2099**

Website:

Email: **info@lps-contracting.com**

Fax:

Trust Account No. **CTAAEC36050**

Business Agency:

Business No.

Bus Lic Issued:

Bus Lic Expires:

Notes:

### INSURANCE

| NAMETYPE     | CARRIER | CARRIER PHONE | POLICY NO          | POLICY ISSUE | POLICY EXPIRE |
|--------------|---------|---------------|--------------------|--------------|---------------|
| LIABILITY    |         |               | NY22MPK15772801    | 5/24/2024    | 7/2/2024      |
| WORKERS COMP |         |               | 202301-12-61-44-5Y | 5/24/2024    | 7/27/2024     |

### CONTACTS

| NAMETYPE                          | NAME           | ADDRESS1 | CITY | STATE | ZIP | PHONE | FAX | EMAIL |
|-----------------------------------|----------------|----------|------|-------|-----|-------|-----|-------|
| QUALIFIER-<br>CONTRACTORS<br>ONLY | MULLAR BRANDON |          |      |       |     |       |     |       |

### CHRONOLOGY ACTIONS

| ACTION TYPE | ACTION BY | ACTION DATE | COMPLETED DATE |
|-------------|-----------|-------------|----------------|
|-------------|-----------|-------------|----------------|

### FINANCIAL INFORMATION

| DESCRIPTION | QUANTITY | PAID DATE | AMOUNT | PAID BY | PAY METHOD | ACCOUNT |
|-------------|----------|-----------|--------|---------|------------|---------|
|-------------|----------|-----------|--------|---------|------------|---------|

### TRUST ACCOUNT

| TRANSDATE | USERID | DESCRIPTION | AMOUNT | PAID BY | DATE POSTED | RECEIPT NO | PAY METHOD | CHECK NO | COMMENTS |
|-----------|--------|-------------|--------|---------|-------------|------------|------------|----------|----------|
|-----------|--------|-------------|--------|---------|-------------|------------|------------|----------|----------|



**2024 / 2025**  
**MONROE COUNTY BUSINESS TAX RECEIPT**  
**EXPIRES SEPTEMBER 30, 2025**

RECEIPT# 30140-121947

Business Name: LPS CONTRACTING

Owner Name: LPS UTILITIES INC, JENNIFER WILSON,  
Mailing Address: BRANDON MULLAR - QUALIFIER, TRENT T  
PO BOX 1052  
WOODSTOCK, IL 60098

Business Location: MO CTY  
KEY WEST, FL 33040  
Business Phone: 815-337-7220  
Business Type: CONTRACTOR (CERTIFIED GENERAL &  
UNDERGROUND UTILITY & EXCAVATION)

Employees 5

STATE LICENSE: CGC1516588/CUC1224542/CGC15

| Tax Amount | Transfer Fee | Sub-Total | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|-----------|---------|-------------|-----------------|------------|
| 20.00      | 0.00         | 20.00     | 0.00    | 0.00        | 0.00            | 20.00      |

**Paid WRB-23-00075791 07/08/2024 20.00**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Sam C. Steele, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY  
PLANNING, ZONING AND  
LICENSING  
REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2025

RECEIPT# 30140-121947

Business Name: LPS CONTRACTING

Owner Name: LPS UTILITIES INC, JENNIFER WILSON,  
Mailing Address: BRANDON MULLAR - QUALIFIER, TRENT T  
PO BOX 1052  
WOODSTOCK, IL 60098

Business Location: MO CTY  
KEY WEST, FL 33040  
Business Phone: 815-337-7220  
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Employees 5

STATE LICENSE: CGC1516588/CUC1224542/CGC15

| Tax Amount | Transfer Fee | Sub-Total | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|-----------|---------|-------------|-----------------|------------|
| 20.00      | 0.00         | 20.00     | 0.00    | 0.00        | 0.00            | 20.00      |

**Paid WRB-23-00075791 07/08/2024 20.00**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2025

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

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

|   |   |                                    |
|---|---|------------------------------------|
| <b>PRODUCER</b><br>Hausman Kunkel, Inc.<br>40 S. Prospect<br>Roselle IL 60172 | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> 630-894-7510<br><b>E-MAIL ADDRESS:</b> | <b>FAX (A/C. No):</b> 630-894-4333 |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>                      |
| INSURER A: Navigators Specialty Ins Co  |   | 36056                              |
| INSURER B: American Longshore Mutual Asso                                     |   | 524126                             |
| INSURER C: Ascot Insurance Company  |   | 23752                              |
| INSURER D: Westchester Fire Insurance Co.                                     |   | 21121                              |
| INSURER E: Progressive Express  |   | 10193                              |
| INSURER F:  |   |                                    |

**COVERAGES****CERTIFICATE NUMBER:** 464016978**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                                      | SUBR WVD | POLICY NUMBER                      | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--|----------|------------------------------------|--------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  |          | NY23MPK15772801                    | 7/2/2024                 | 7/2/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
| E        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                     |  |          | 03217826                           | 1/27/2025                | 1/27/2026               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |  |          | NY223LIA15772802                   | 7/2/2024                 | 7/2/2025                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N<br><input checked="" type="checkbox"/> N | N / A    | ALMA02275-06                       | 7/27/2024                | 7/27/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                     |
| C<br>D   | Excess Liability<br>Pollution Liability  |  |          | MAXS2410004152-01<br>G48848151 001 | 10/21/2024<br>11/15/2024 | 7/2/2025<br>11/15/2025  | Limit 2,000,000<br>Limit 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\* Proof of Insurance Only \*\*\*

**CERTIFICATE HOLDER****CANCELLATION**

\*\*\* Proof of Insurance Only \*\*\*

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, 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

**MULLAR, BRANDON EDWARD**

LPS CONTRACTING  
324 E SEAVIEW DR  
DUCK KEY FL 33050

**LICENSE NUMBER: CGC1516588**

**EXPIRATION DATE: AUGUST 31, 2026**

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Ron DeSantis, Governor

Melanie S. Griffin, 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

**MULLAR, BRANDON EDWARD**

LPS CONTRACTING  
324 E SEAVIEW DR  
DUCK KEY FL 33050

**LICENSE NUMBER: CUC1224542**

**EXPIRATION DATE: AUGUST 31, 2026**

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