

KEARNS

CONSTRUCTION CO • CGC 060194

City of Key West

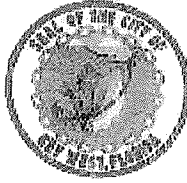
Half Shell Raw Bar Seawall Repairs

Key West Historic Seaport

ITB #17-019

Kearns Construction Company

Submitted April 19, 2017 by 3:30 PM



PORT & MARINE SERVICES
201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**REBID: HALF SHELL RAW BAR SEAWALL REPAIRS
KEYW WEST HISTORIC SEAPORT
ITB #17-019**

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

QUESTIONS and CLARIFICATIONS:

1. **LICENSING**: Do all of the subs need to be licensed? Can a Licensed contractor hire an unlicensed contractor?

Contractor to follow State of Florida and City of Key West licensing requirements as they pertain to this project.

2. **EXPERIENCE**: What are the experience requirements for submittal?

Refer to "Instructions to Bidders" Article 6.C.

3. **CONCRETE VOLUME**: Because the exact configuration (volume) of the voids would it be possible to quantify the volume of concrete required for the estimate?

For the estimate please assume 73 CY of FDOT Type IV concrete. Changes in volume will be accounted for on a unit price basis.

4. **PILE INSTALLATION**: Can the existing piles be left in place while new piles are being driven? The number and location of the piles is shown on the plans. The City does not prescribe means and methods for their installation.

5. **FORMWORK**: Does the form work need to extend into the basin floor or just set on the bottom?

The contractor shall remove all debris, loose sediments and silt from the toe of the existing wall. The formwork shall extend to the basin "hard-bottom" and be sufficiently secured so that concrete placed will flow into the voids of the existing wall.

[Handwritten signature]

6. DIVING: Does the contractor need to use commercial divers for the project?

It is the Contractors responsibility to interpret OSHA Guidelines for this project.

7. BARGES: Can the barge be spudded in the basin?

Contractor shall coordinate with the City prior to locating a barge in the basin but in general spudding will be allowed.

8. ESTIMATE: What is the engineers estimate for this project?

\$379,600.00

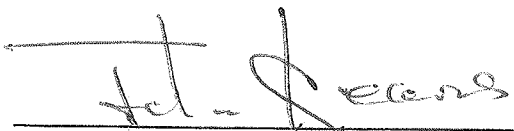
9. PROJECT LENGTH: What is the total project length? There is a discrepancy in the ITB documents.

The correct length is show on the plans at 235 LF

BID FORM:

1. New Bid Schedule attached.

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


Signature


Name of Business



BID SCHEDULE
REBID: HALF SHELL RAW BAR SEAWALL REPAIRS

LUMP SUM BID PRICE

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

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

- | | | | |
|------------------------------|---|------|------------------|
| a. Mobilization | 1 | each | \$ <u>20,000</u> |
| b. General/Supp. Conditions | 1 | each | \$ <u>10,000</u> |
| c. Performance/Payment Bonds | 1 | each | \$ <u>13,000</u> |
| d. Demobilization | 1 | each | \$ <u>1,000</u> |

1 LS (10% of Construction Cost Max.) \$ 44,000

2. Permit Fees (to be paid at cost)

1 LS \$ 18,000.00

3. Temporary demolition and replacement of existing wood deck and utilities that would interfere with seawall repairs (includes all labor, equipment and disposal for a complete product)

1 LS \$ 69,000

4. Concrete seawall fascia, cast-in-place concrete with GFRP reinforcement and formwork (includes all labor, equipment and material for a complete, functional product)

73 CY at \$ 3,205⁴⁸ per CY LS \$ 234,400

5. Installation of timber piles and all connections to existing restaurant overhang timber accessories throughout the existing wood decking (includes all labor, equipment and material for a complete, functional product)

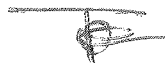
1 LS \$ 22,000

6. Installation of timber accessories connecting the new seawall to existing wood decking (includes all labor, equipment and material for a complete, functional product)

1 LS \$ 36,000

7. General Allowance (only to be used with CITY's written directive)

1 LS \$ 25,000.00



TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 7

Four Hundred Forty Eight Thousand \$ 4148,400
Four Hundred \$
(amount written in words) Dollars & 00 Cents

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



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

KEARNS, CHARLES SWANSON
KEARNS CONSTRUCTION COMPANY
4101 BRAGANZA AVE
MIAMI FL 33133

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC060194

ISSUED: 07/17/2016

CERTIFIED GENERAL CONTRACTOR
KEARNS, CHARLES SWANSON
KEARNS CONSTRUCTION COMPANY

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607170001593

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC060194

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

KEARNS, CHARLES SWANSON
KEARNS CONSTRUCTION COMPANY
4101 BRAGANZA AVE
MIAMI FL 33133



ISSUED: 07/17/2016

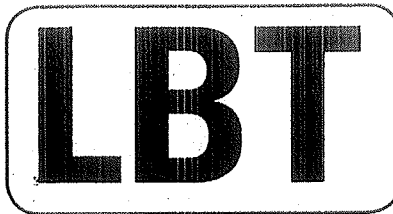
DISPLAY AS REQUIRED BY LAW

SEQ # L1607170001593

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



2050

BUSINESS NAME/LOCATION

KEARNS CONSTRUCTION COMPANY
4101 BRAGANZA AVE
MIAMI FL 33133

RECEIPT NO.

RENEWAL
4363131

EXPIRES

SEPTEMBER 30, 2017

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

KEARNS CONSTRUCTION COMPANY
CHARLES KEARNS QUALIFIER
Worker(s) 1

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC060194

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 07/22/2016
CHECK21-16-099627

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2017

| | | | |
|---|--|--|---------------|
| PRODUCER Millennium Insurance & Inv 40 Hollywood Blvd., Suite 415 Hollywood, FL 33021-6933 Phone: (954) 983-4252 Fax: (954) 212-2255 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Kearns Construction Company, Inc. 4101 Braganza Avenue Miami, FL 33133 FL LICENSE #CGC060194 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Continental Insurance Company | 35289 |
| | | INSURER B: Commerce & Industry Insurance Co. | 19410 |
| | | INSURER C: National Fire Insurance Co of Hartford | 20478 |
| | | INSURER D: Atlantic Specialty Insurance Co ("Lead 50%") | 27154 |
| | | INSURER E: Liberty International Und ("Following 50%") | 23043 |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|--------------------------------|---|--|----------------------------------|-----------------------------------|---|-----------------------------|
| A | Y | GENERAL LIABILITY | ML 9780064* Blanket Additional Insured, Waiver of Subrogation, Primary Non-Contributory, Per Project Aggregate "When required by written contract" | 03/29/2017 | 03/29/2018 | EACH OCCURRENCE | \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 250,000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 10,000 |
| | | <input checked="" type="checkbox"/> Blanket Additional Insureds | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> Includes XCU | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 |
| | | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | Deductible BIPD ea claim | \$2,500 |
| | | C | | | | Y | AUTOMOBILE LIABILITY |
| <input checked="" type="checkbox"/> ANY AUTO | BODILY INJURY (Per person) | | \$ | | | | |
| <input type="checkbox"/> ALL OWNED AUTOS | BODILY INJURY (Per accident) | | \$ | | | | |
| <input type="checkbox"/> SCHEDULED AUTOS | PROPERTY DAMAGE (Per accident) | | \$ | | | | |
| <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | | |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | | |
| <input checked="" type="checkbox"/> *Blkt Addl Insured, Waiver of Subrogation | | | | | | | |
| <input checked="" type="checkbox"/> Primary Non-Contributory | | | | | | | |
| D & E | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: EAACC | \$ |
| | | <input type="checkbox"/> | | | | AGG | \$ |
| | | <input type="checkbox"/> | | | | | |
| B | ** | EXCESS/UMBRELLA LIABILITY | B5JH26243 Lead & ATAA1SP8003 Following 50% Quota Share Each (Lead & Following) | 03/29/2017 | 03/29/2018 | EACH OCCURRENCE | \$ 10,000,000 |
| | | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ 10,000,000 |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | Follow Form/Drop Down | \$ INCL |
| | | <input checked="" type="checkbox"/> RETENTION \$ 25,000 | | | | "Scheduled Vessels" | \$ ONLY |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WC00161591 (FL only) **Blanket Waiver of Subrogation "when required by written contract" | 03/29/2017 | 03/29/2018 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER | USL&H |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | | OTHER | H 0877068 *Blanket Additional Insured, Waiver of Subrogation, Primary Non-Contributory when required by written contract | 03/29/2017 | 03/29/2018 | P&I \$1,000,000 each Occurrence incl Roving Crew (5 Crew) for Scheduled Vessels | |
| | | Protection & Indemnity Vessel Liability (P&I) | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: ITB #17-019 REBID: HALF SHELL RAW BAR SEAWALL REPAIRS KEY WEST HISTORIC SEAPORT

**30 Days Advance Notice of Cancellation EXCEPT for Non-Payment of Premium 10 Days

CERTIFICATE HOLDER

CANCELLATION

City of Key West
100 White St
Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Gloria J. Bravo, CIC

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) "REBID: HALF SHELL RAW BAR SEAWALL REPAIRS," addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until 3:30 p.m., local time, on the 19th day of April 2017, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside "ITB #17-019 REBID: HALF SHELL RAW BAR SEAWALL REPAIRS – KEY WEST HISTORIC SEAPORT" addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for a seawall repair and pile driving project consisting of partial removal and replacement of wood dock (with temporary disconnection of utilities), the repair of 245 linear feet of seawall fascia with a min. 8" thick reinforced concrete casting, installation of five (5) support piles for the Half Shell restaurant overhang with improvements to the underlying stringer and joist connections, and removal of one existing timber pile supporting the restaurant overhang. All improvements must meet current codes (FBC, NEC, NFPA).

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A non-mandatory pre-bid meeting will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on April 4, 2017 at 2:30 p.m.

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

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

The Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. City of Key West Business Tax License Receipt



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

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

The CRA hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work please contact Karen Olson, Deputy Port and Marine Services Director by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA, (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

The CRA retains the right to award bid to the bidder that best meet the needs of the City.



INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least 8 calendar days prior to Bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally all proposers must meet the minimum qualifications as described in Required Qualifications section.

4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

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



5. TYPE OF BID

LUMP SUM

The Proposal for the work is to be submitted on a lump sum basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sums include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

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



All BIDS must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES** containing a single PDF file of the entire bid package.

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

9. MODIFICATION OR WITHDRAWAL OF BID

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

10. AWARD OF CONTRACT

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

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids. Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.

The CITY reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

11. EXECUTION OF CONTRACT

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

12. TIME OF COMPLETION

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



provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be 90 calendar days.

13. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

14. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

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



BID FORM

To: City of Key West, Florida
Address: 1300 United Street, Key West, Florida 33040
Project Title: **REBID: HALF SHELL RAW BAR SEAWALL REPAIRS**
Project No.: **ITB #17-019**

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

Company Name: Kearns Construction Company

Contact Name & Telephone #: John Kearns 305.461.0310

Email Address: jkearns@kearnsconstruction.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents. See Supplementary Conditions for all coverage requirements.

| Type of Insurance | Limits | Comments |
|-------------------------------|-------------------------------------|---|
| Commercial General Liability | \$1,000,000 | The proposers may have these coverages combined in 1 policy |
| Watercraft Liability | \$1,000,000 | |
| Business Automobile Liability | \$1,000,000 | |
| Workers' Compensation | Statutory | |
| Employers Liability | \$1,000,000/\$1,000,000/\$1,000,000 | |
| USL&H and Jones Act Coverage | \$1,000,000 | |

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 ninety (90) calendar days, including construction of the foundation and assembly of the structure.

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 \$750.00 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.

LUMP SUM 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 lump sum amounts.

The Bidder agrees that the lump sums represent 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.

See Attachment #1

BID SCHEDULE

REBID: HALF SHELL RAW BAR SEAWALL REPAIRS

LUMP SUM BID PRICE

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

1. Mobilization, General Conditions, Permit Fees and Demobilization

1 LS

\$ _____

2. Temporary demolition and replacement of existing wood deck and utilities that would interfere with seawall repairs (includes all labor, equipment and disposal for a complete product)

1 LS

\$ _____

3. Concrete seawall fascia repair and cast-in-place concrete layer with GFRP reinforcement and formwork (includes all labor, equipment and material for a complete, functional product)

73 CY at \$ _____ per CY

LS \$ _____

4. Installation of timber piles and all connections to existing restaurant overhang timber accessories throughout the existing wood decking (includes all labor, equipment and material for a complete, functional product)

1 LS

\$ _____

5. Installation of timber accessories connecting the new seawall to existing wood decking (includes all labor, equipment and material for a complete, functional product)

1 LS

\$ _____

6. General Allowance (only to be used with CITY's written directive)

1 LS

\$ 15,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 6

\$ _____

_____ Dollars & _____ 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.)

| | Amount |
|---|------------------|
| <u>General Conditions / Teams</u> | <u>44,000</u> |
| <u>Permits / Keyloest</u> | <u>18,000</u> |
| <u>Demo / Teams</u> | <u>69,000</u> |
| <u>Concrete work / Teams</u> | <u>234,000</u> |
| <u>Commercial Dive / Teams</u> | <u>See above</u> |
| <u>Pile Drive / Teams</u> | <u>22,000</u> |
| <u>Install Dock Accessories / Teams</u> | <u>36,000</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(see attached)

The City of Key West - Half Shell Raw Bar
April 19, 2017

Kearns Construction Company / CGC 060194
4101 Braganza Avenue

Miami, Florida 33133

Telephone: 305-461-0310, Fax: 305-461-1892, www.KearnsConstruction.com

| | Description | Q | Units | Labor | Material | Sub / Rental | Total |
|----------|---|------|-------|---------|----------|-----------------|---------|
| 1 | Mob, General / Supp Conditions, Bonds & Demob | | | | | | |
| a | Mobilization | 1 | LS | 0 | 0 | 20,000 | 20,000 |
| b | Travel & Living Expense | 1 | LS | 0 | 0 | 10,000 | 10,000 |
| c | Bonds | 1 | LS | 0 | 0 | 13,000 | 13,000 |
| | General Conditions (MOT) | 1 | LS | 0 | 0 | - | - |
| d. | Demobilization | 1 | LS | 0 | 0 | 1,000 | 1,000 |
| | Bid Amount (NOT to exceed 10%): | | | | | | 44,000 |
| 2 | Permit Fees (to be paid @ costs) | 1 | LS | 0 | 0 | 18,000 | 18,000 |
| | Subtotal: | | | | | | 18,000 |
| 3 | Temporary Demolition and Repla | | | | | | |
| | Demolition | 1 | LS | 54,000 | 10,000 | 0 | 64,000 |
| | Remove 2 Piles | 2 | EA | 5,000 | 0 | 0 | 5,000 |
| | Subtotal: | | | | | | 69,000 |
| 4 | Concrete Seawall fascia, cast -in-place concrete with GFRP | | | | | | |
| | Dive Work | 6 | WKS | 120,000 | 0 | 2,000 | 122,000 |
| | Formwork | 1410 | SFCA | 0 | 21,150 | 1,000 | 22,150 |
| | Fiberglass Rebar | 1 | LS | 0 | 15,000 | 1,000 | 16,000 |
| | Epoxy | 1 | LS | 0 | 5,000 | 1,000 | 6,000 |
| | 73 CY | 73 | CY | 10,000 | 48,250 | 10,000 | 68,250 |
| | Subtotal: | | | | | | 234,400 |
| 5 | Installation of timber piles and Accessories | | | | | | |
| | 5 PT Piles x 10" dia x 20' long | 5 | EA | 18,000 | 4,000 | 0 | 22,000 |
| | Subtotal: | | | | | | 22,000 |
| 6 | Installation of Dock Accessories | 1 | LS | 25,000 | 8,000 | 3,000 | 36,000 |
| | Subtotal: | | | | | | 36,000 |
| 7 | General Allowance | | | | | | |
| | 1 LS | 1 | LS | 0 | 0 | 25,000 | 25,000 |
| | | | | | | | 25,000 |
| | Total: | | | 232,000 | 111,400 | 105,000 | 448,400 |
| | | | | | | | FINAL |

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:

____ N/A _____
Portion of Work

____ N/A _____
Name

____ N/A _____, ____ N/A _____, ____ N/A _____, ____ N/A _____
Street City State Zip

____ N/A _____
Portion of Work

____ N/A _____
Name

____ N/A _____, ____ N/A _____, ____ N/A _____, ____ N/A _____
Street City State Zip

____ N/A _____
Portion of Work

____ N/A _____
Name

____ N/A _____, ____ N/A _____, ____ N/A _____, ____ N/A _____
Street City State Zip

____ N/A _____
Portion of Work

____ N/A _____
Name

____ N/A _____, ____ N/A _____, ____ N/A _____, ____ N/A _____
Street City State Zip



SURETY

The Hartford whose address is
200 Colonial Center Parkway, Suite 500
Lake Mary, FL 32746
Street City State Zip
407-562 3487 Tim Holicky - The Hartford
Phone Resident Agent
800 824 1732 x 23487 Chuck Nielson Nielsonbau

BIDDER

The name of the Bidder submitting this Bid is Kearns Construction Company

_____ doing business
at

4101 Braganza Avenue, Miami, FL, 33133
Street City State Zip

jkearns@kearnsconstruction.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 |
|-------------------------------|------------|
| <u>John W. Kearns</u> | <u>CFO</u> |
| <u>Charles S. Kearns</u> | <u>CEO</u> |
| <u>James "Brock" Sullivan</u> | <u>COO</u> |
| _____ | _____ |

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 19th day of April 2017.



Signature of Bidder

CFO

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 19th day of April 2017.

(SEAL)

Kearns Construction Company

Name of Corporation

By John Kearns

Title CFO

Attest Penylane Alvarez

Secretary

EXPERIENCE OF BIDDER

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

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

See attached

* * * * *

6

Kearns Construction Company / CGC 060194

October 31, 2016

Subject: Completed Projects

| Description | Contract Amount | Completion Date | % Completed by Kearns |
|---|-----------------|-----------------|-----------------------|
| Port of Miami Tunnel Dodge Island Marine Excavation And Tremie Concrete – Largest in North America Owner: FDOT Contractor: BCWF / Pier Pascual, Joe Folco Telephone: 305 894 1800 / Cell: 305 632 2243 Engineer: Jacobs Engineering Telephone: 305 471 4753 | \$3,000,000 | April, 2012 | 75% by Kearns |
| Port of Miami Tunnel Dodge Island Marine Excavation And Tremie Concrete – Second Largest in North America Owner: FDOT Contractor: BCWF / Pier Pascual, Joe Folco Telephone: 305 894 1800 / Cell: 305 632 2243 Engineer: Jacobs Engineering Telephone: 305 471 4753 | \$2,000,000 | July, 2011 | 75% by Kearns |
| Port Miami Tunnel Sheet Pile Installation for Flood Gates Owner: FDOT Contractor: BCWF / Pier Pascual, Joe Folco Telephone: 305 894 1800 / Cell: 305 632 2243 | \$200,000 | April, 2012 | 100% by Kearns |
| Port Miami Reef Ball Marine Mitigation Owner: Port Miami Art T. & Juan B. 954 803 1909 Engineer (Tim Blankenship): Coastal Systems International Telephone: 305 661 3655 (Tim B.: 305 525 6472) | 1,800,000 | February, 2014 | 75% by Kearns |
| Island Gardens Mega Yacht / Marine Mitigation Sand & Reef Balls Michael Phelczar 954 253 539 | 2,800,000 | June 2016 | 100% by Kearns |

| | | |
|--|-----------------|----------------|
| City of Miami Pile Installation \$160,000 Dinner Key City Marina Manager: Steven Bogner 305 579 6980 | December, 2011 | 100% by Kearns |
| Rickenbacker Marina New Boat Launch \$886,960 Owner: Aabad Melwani Telephone: 305 761 7720 Engineer: Ocean Consulting Telephone: 305 457 5573 | March, 2012 | 100% by Kearns |
| Rickenbacker Marina \$466,000 750' Seawall Sheet Pile Owner: Aabad Melwani 305 761 7720 Engineer: Ocean Consulting Telephone: 305 457 5573 | January 2011 | 100% by Kearns |
| River Cove Marina \$2,000,000 80 Slip Marina: Dredge, Docks & Seawall Sheet Piles Owner: Robert W. Christoph Sr. Engineer: Kevin McCabe, P.E. | January, 2008 | 100% by Kearns |
| Ocean Reef Club \$150,000 New Piles for Floating Dock Installation D Dock & H Dock – 90 Slips Steve Ryder / Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331 | September, 2011 | 100% by Kearns |
| Ocean Reef Club: \$1,100,000 Marine Demo & Floating Dock Installation E Dock and F Docks & Marina Village – 110 Slips Steve Ryder / Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331 | October 2015 | 85% by Kearns |

| | | | |
|--|-------------|-----------------|----------------|
| KAYWAMA (70 slips) Key Largo Marina Demolition and Pile Installation | \$860,000 | February, 2008 | 100% by Kearns |
| Cocoplum Marina Pile Work & Police Dock Dock Master: Captain Harris 305 788 7353 | \$200,000 | March, 2011 | 100% by Kearns |
| Residences at Vizcaya New 12 Slip Marina New Sheet Pile Toe Wall Engineer: Ocean Consulting Telephone: 305 457 5573 | \$360,000 | February, 2009 | 100% by Kearns |
| Monty's in the Grove Hurricane Repair Owner: Robert W. Christoph Sr. Engineer: Kevin McCabe | \$340,000 | February, 2008 | 100% by Kearns |
| City of Miami Beach seawalls Sheet Pile Seawall Prime Contractor: EnviroWaste Jose Ferre 786 365 0635 Engineer: Ocean Consulting Telephone: 305 457 5573 | \$580,000 | April, 2011 | 100% by Kearns |
| Ray Herman – Floating Dock Floating Dock at Private Home / Key Largo Bellingham Marine Telephone: 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331 | \$50,000 | September, 2007 | 100% Kearns |
| CRYC – Floating Docks General Manager: Jim Van Buren Carter: Dock Master 305 858 1733 | \$50,000 | January, 2007 | 100% Kearns |
| Stock Island Marina Village Demo, Piles & Floating Docks – 120 Slips Owner: Mathew Shrunk 305 294 2288 Engineer: Bellingham Marine Telephone: 904 613 1733 | \$1,000,000 | January, 2012 | 100% by Kearns |

| | | |
|---|----------------|----------------|
| City of Miami Floating Docks \$147,000 United States Sailing Center Project Manager: Carlos Vasquez 786 376 5480 Engineer: Coastal Systems International (Tim Blankenship) Telephone: 305 661 3655 (Tim B.: 305 525 6472) | August, 2013 | 100% by Kearns |
| City of Miami Floating Docks \$328,000 Dinner Key Marina / Spoil Island E Project Manager: Carlos Vasquez 786 376 5480 Engineer: Coastal Systems International (Tim Blankenship) Telephone: 305 661 3655 (Tim B.: 305 525 6472) | June, 2014 | 100% by Kearns |
| Saxony – Cofferdam / Tremie \$1,600,000 Tyler Dillon: Project Manager 239 340 8526 | August, 2015 | 75% by Kearns |
| Marina Palms New Marina \$7,000,000 116 Sip Marina, Sheet Pile Seawall with floating dock and fixed docks Ed Bec: Project Rep 305 454 3214 Engineer: Coastal Systems International (Tim Blankenship) Telephone: 305 661 3655 (Tim B.: 305 525 6472) | November, 2015 | 90% by Kearns |
| Ocean Reef Floating Docks \$1,100,000 Steve Ryder: BMI 904 613 2331 Engineer: Bellingham Marine Telephone: 904 613 2331 | August, 2015 | 90% by Kearns |
| Elliott Key Park Pier \$1,070,000 Tim Gabriel: Project Manager 919 625 0106 Engineer: Olin Hydrographic / David Olin Telephone: 305 619 2800 | January, 2016 | 100% by Kearns |
| Elliott Key Marina Rebuild \$500,000 40 Slip Marina Tim Gabriel: Project Manager 919 625 0106 Engineer: Olin Hydrographic / David Olin Telephone: 305 619 2800 | March, 2014 | 100% by Kearns |

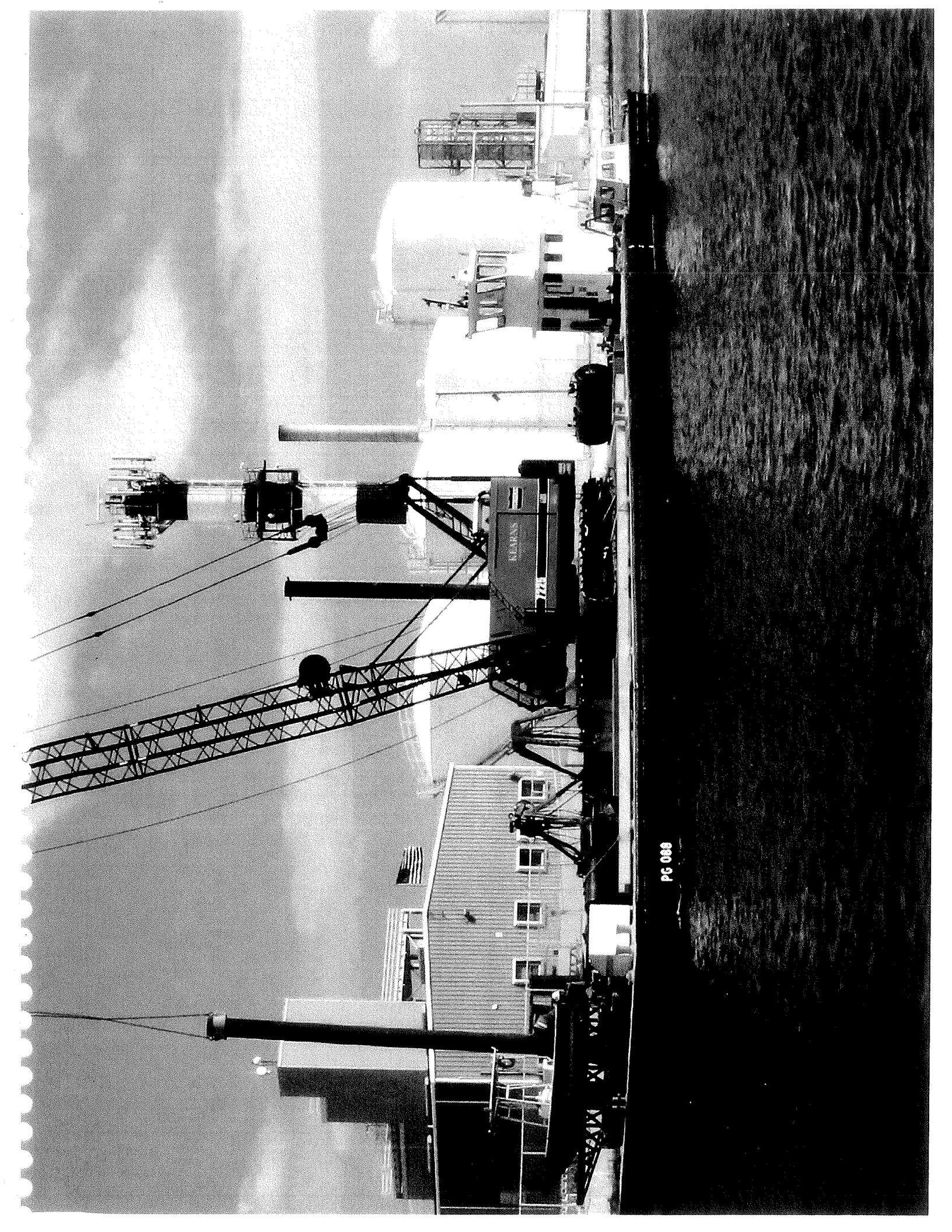
| | | |
|---|--------------|----------------|
| Miami River Haiti Ship Terminal \$200,000 400' Sheet Pile Wall Install Owner: Bruno Ramos Cell: 305 491 7172 | Summer, 2007 | 100% by Kearns |
|---|--------------|----------------|

| | | |
|---|-------------|-----------------|
| Camp Biscayne \$450,000 Dredge & Sheet Piles Owner's Rep.: Kirk Lofgren Cell: 305 457 5573 | Summer 2009 | 100\$ by Kearns |
|---|-------------|-----------------|

| | | |
|---|--------------|---------------|
| Norris Cut Sewer Tunnel \$900,000 Access Shaft 42' dia. X 100' deep Deepest Shaft and Tremie in Florida Nicholson Construction Eloy Ramos Cell: 412 715 3265 | Winter, 2015 | 75% by Kearns |
|---|--------------|---------------|

| | | |
|---|-------------|----------------|
| Seawall for Big Fish, Mia River \$385,000 400' of concrete panel seawall By His Grace Construction Elliot Rodriguez Telephone: 305 642 3520 | Summer 2012 | 100% by Kearns |
|---|-------------|----------------|

Note: Blue Color indicates Florida Keys Projects

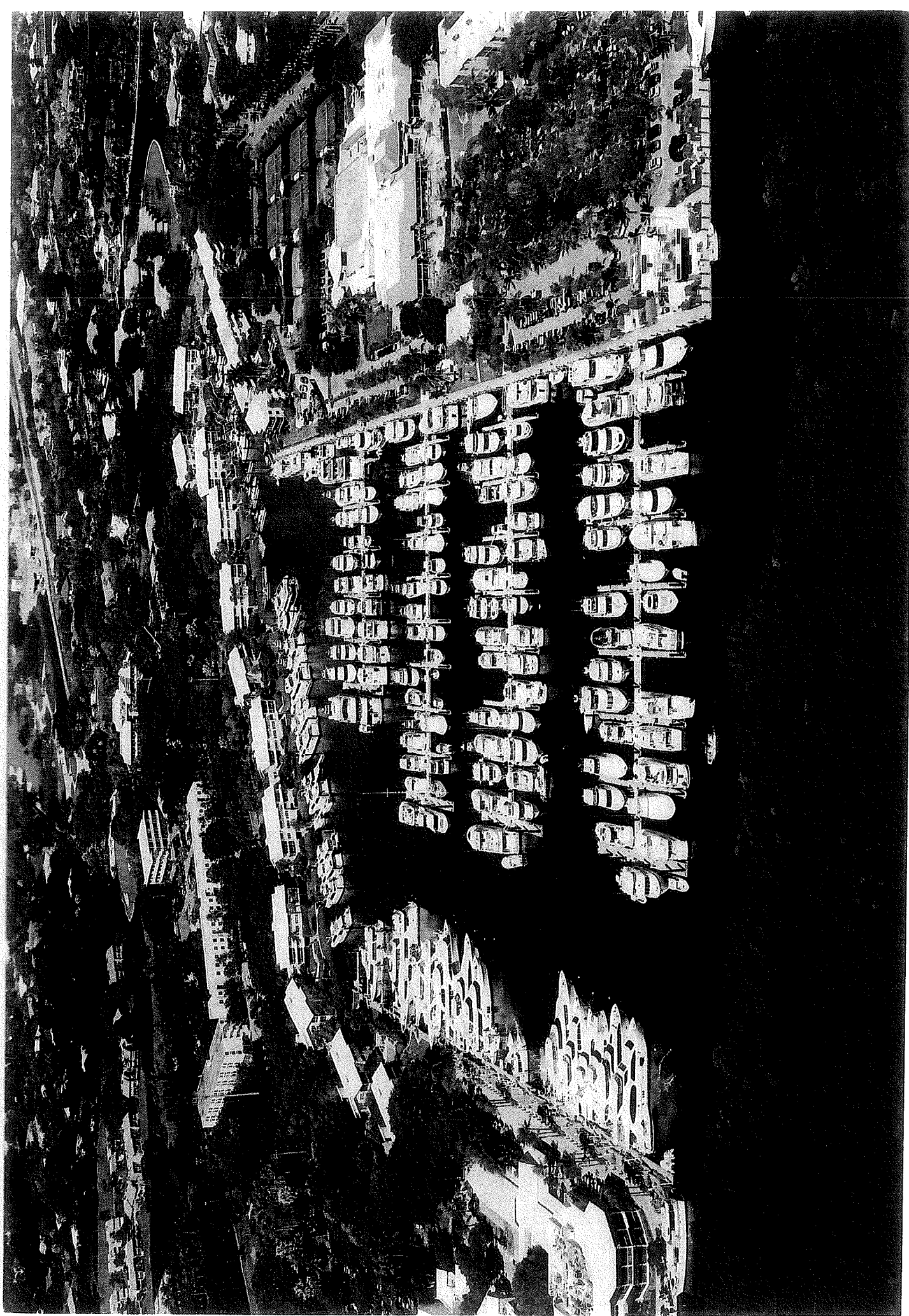


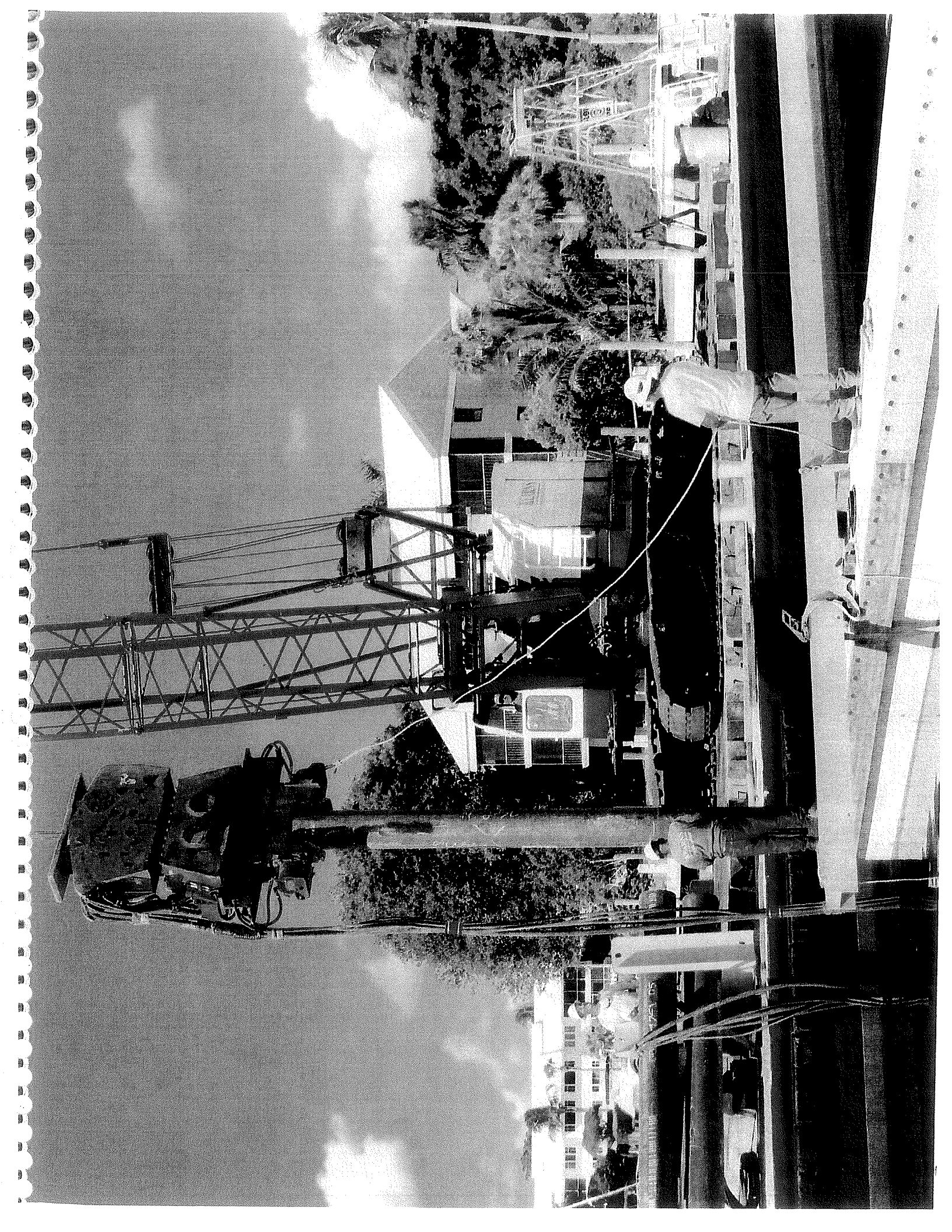
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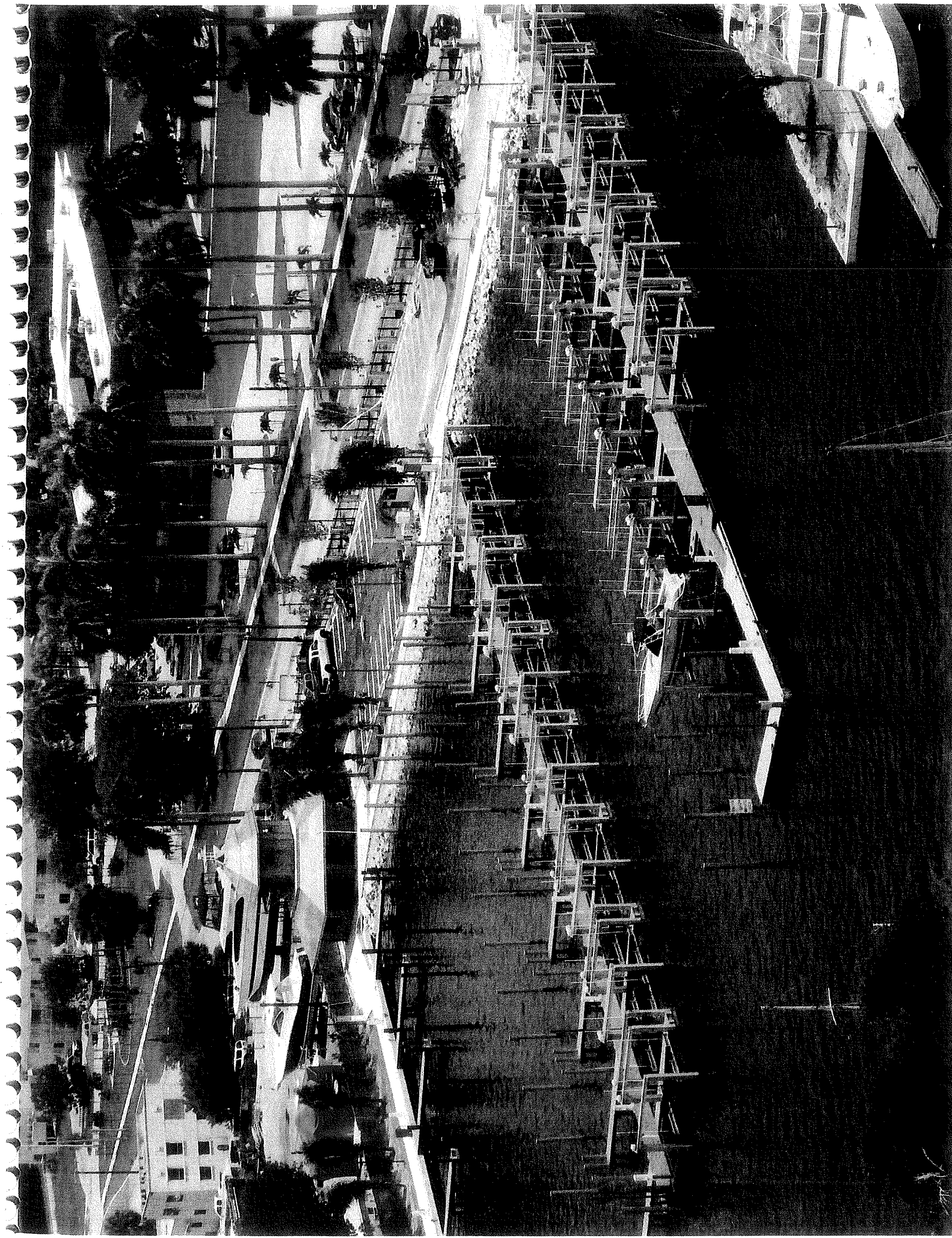




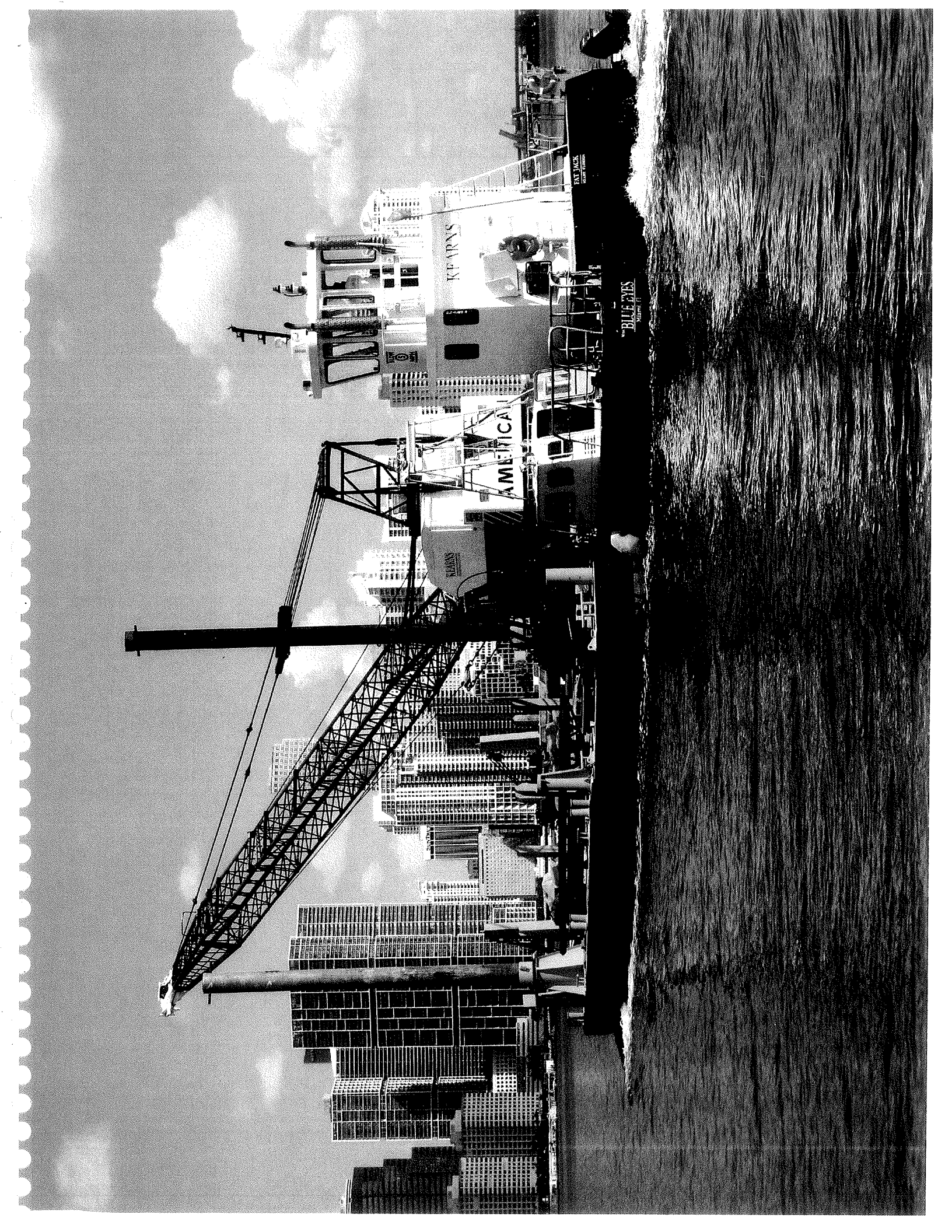
Ocean Reef
-Key Largo

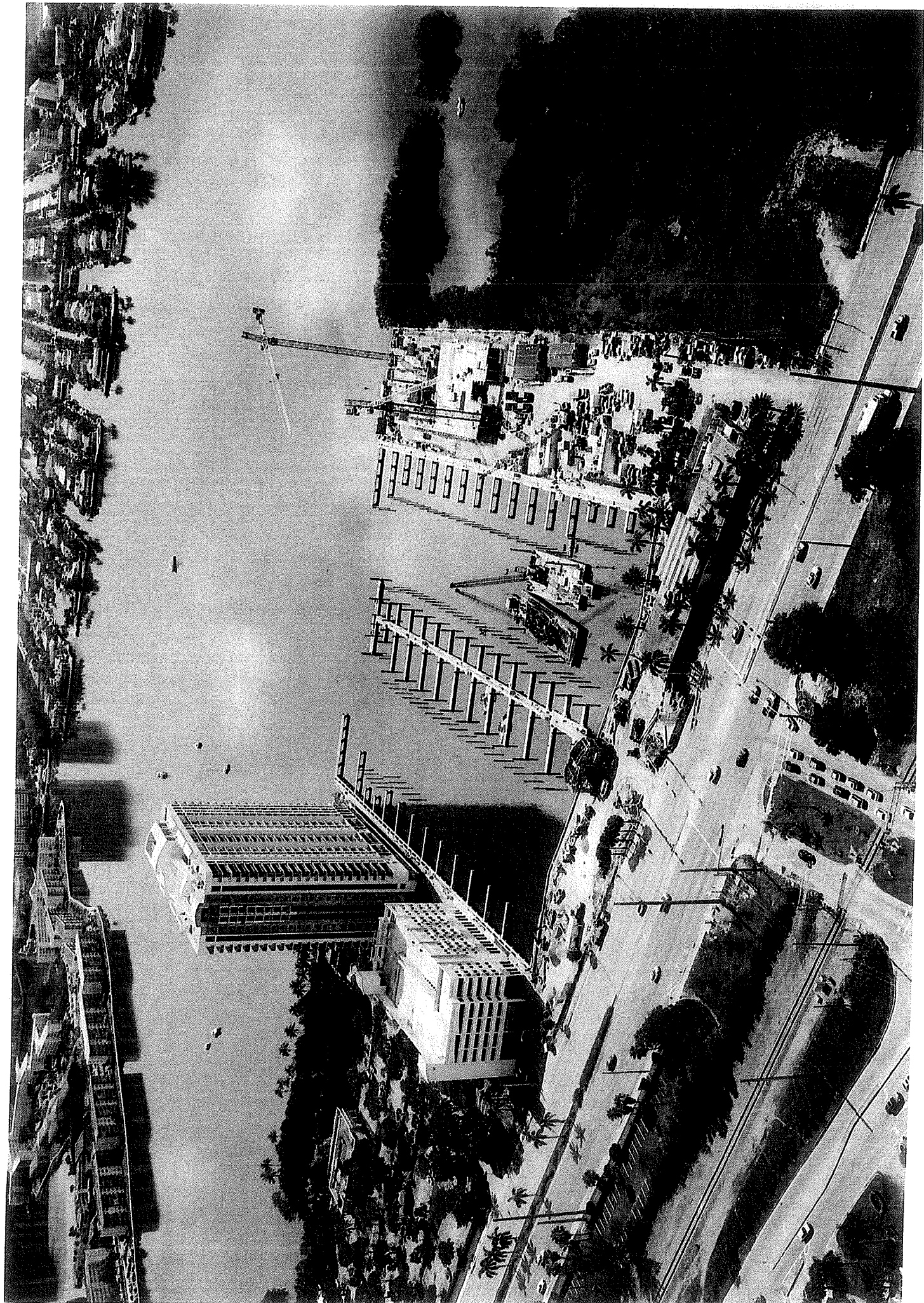


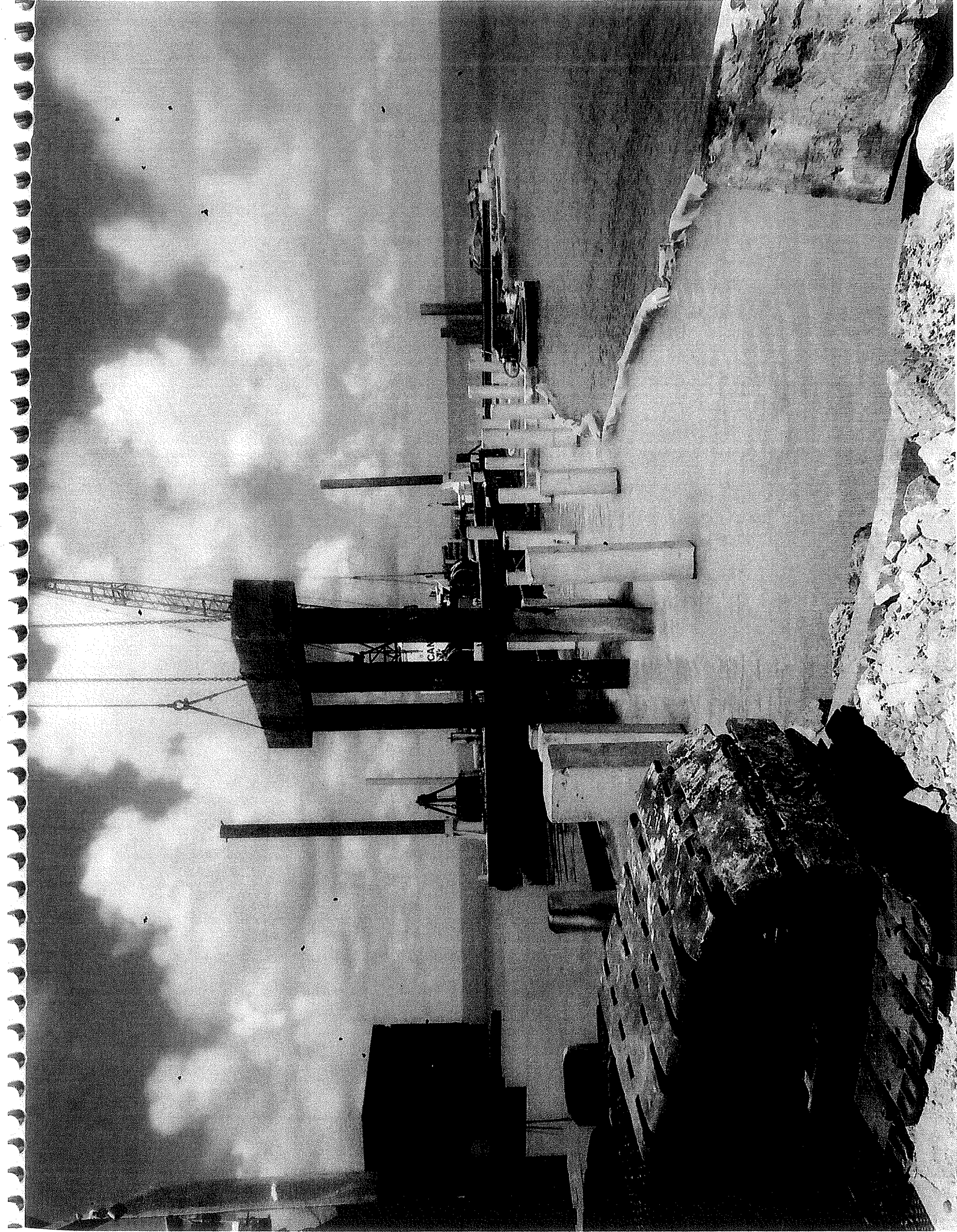


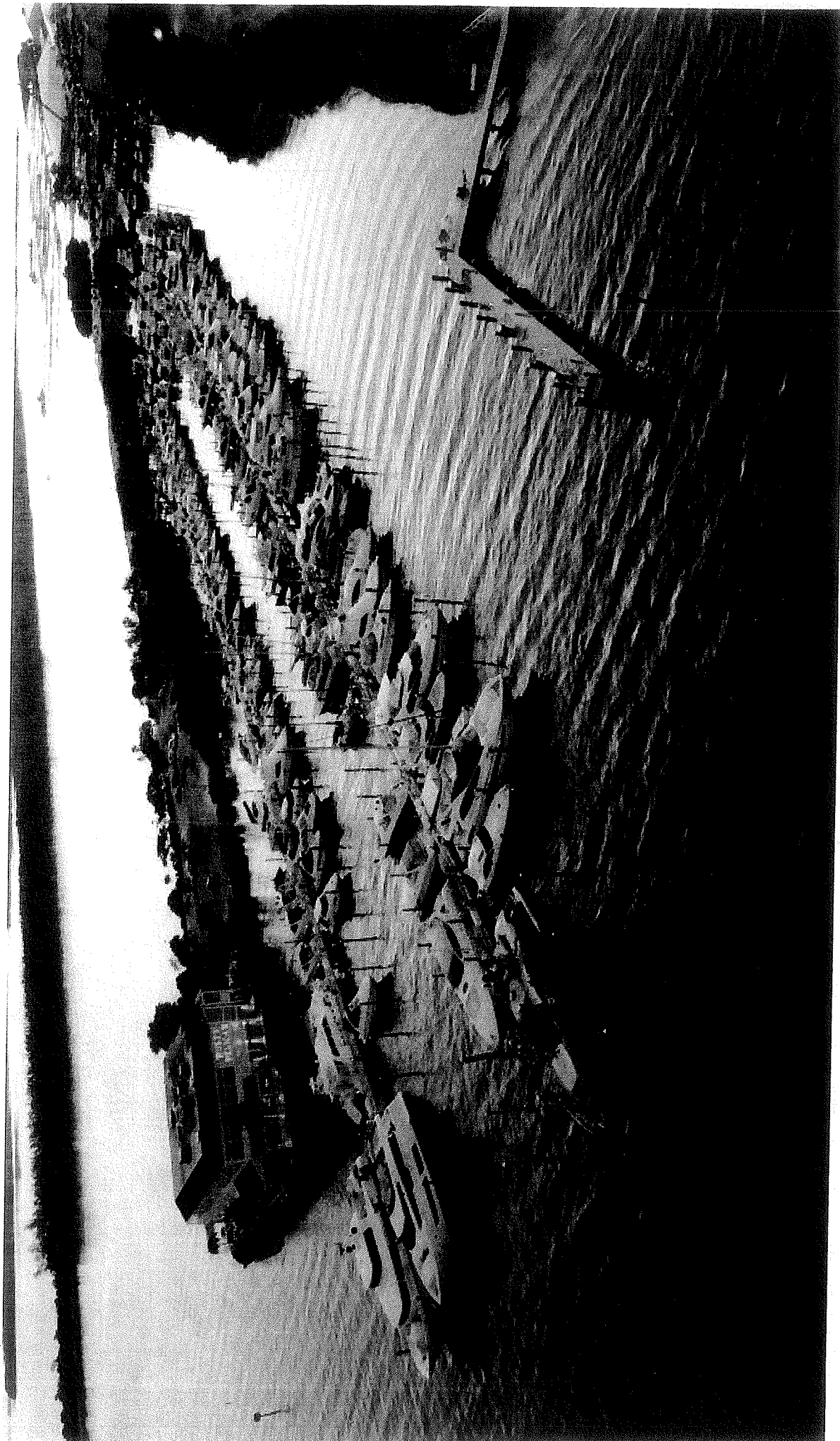


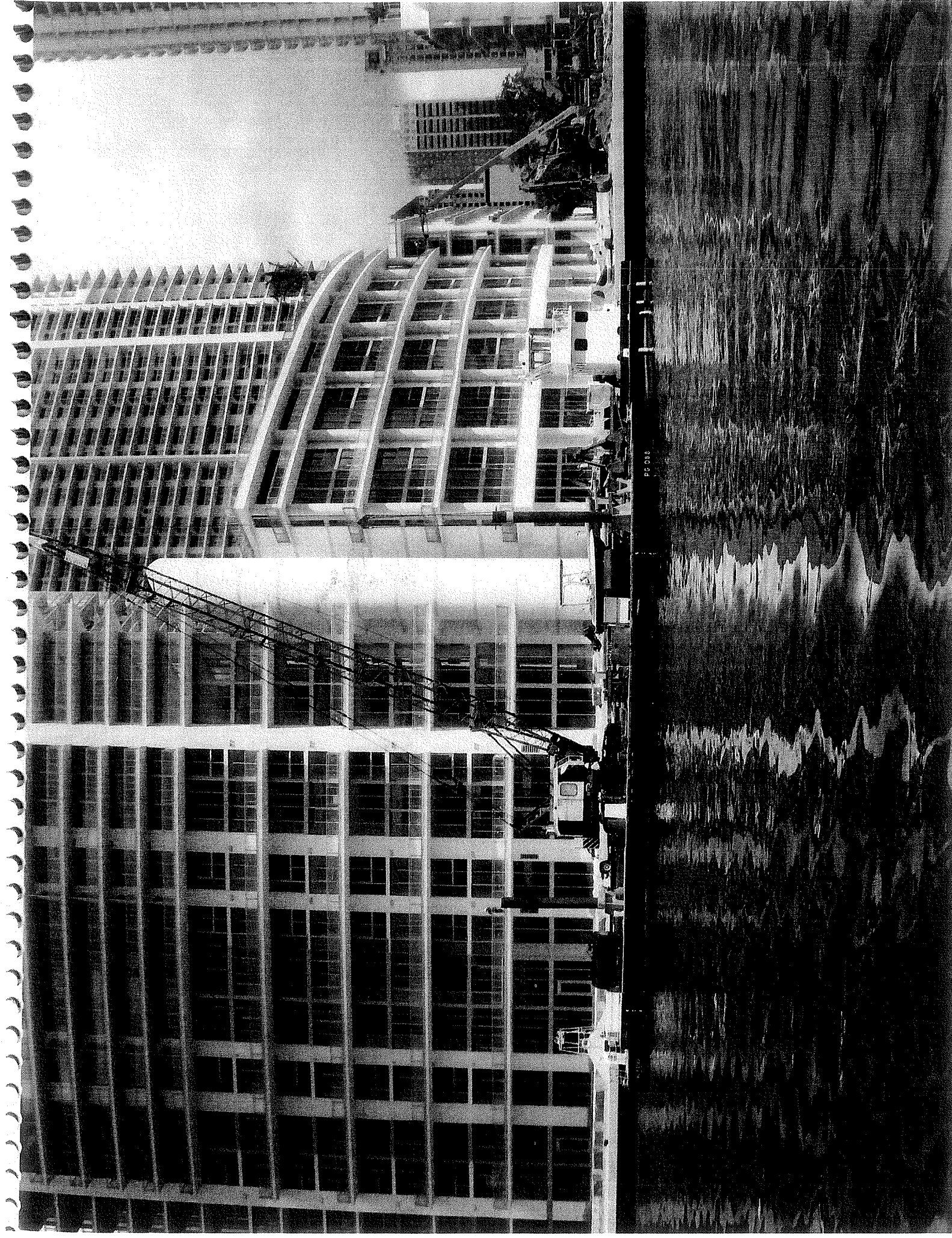








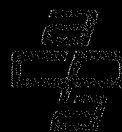




CONCRETE PUMPING

AMERICAN CONCRETE PUMPING ASSOCIATION

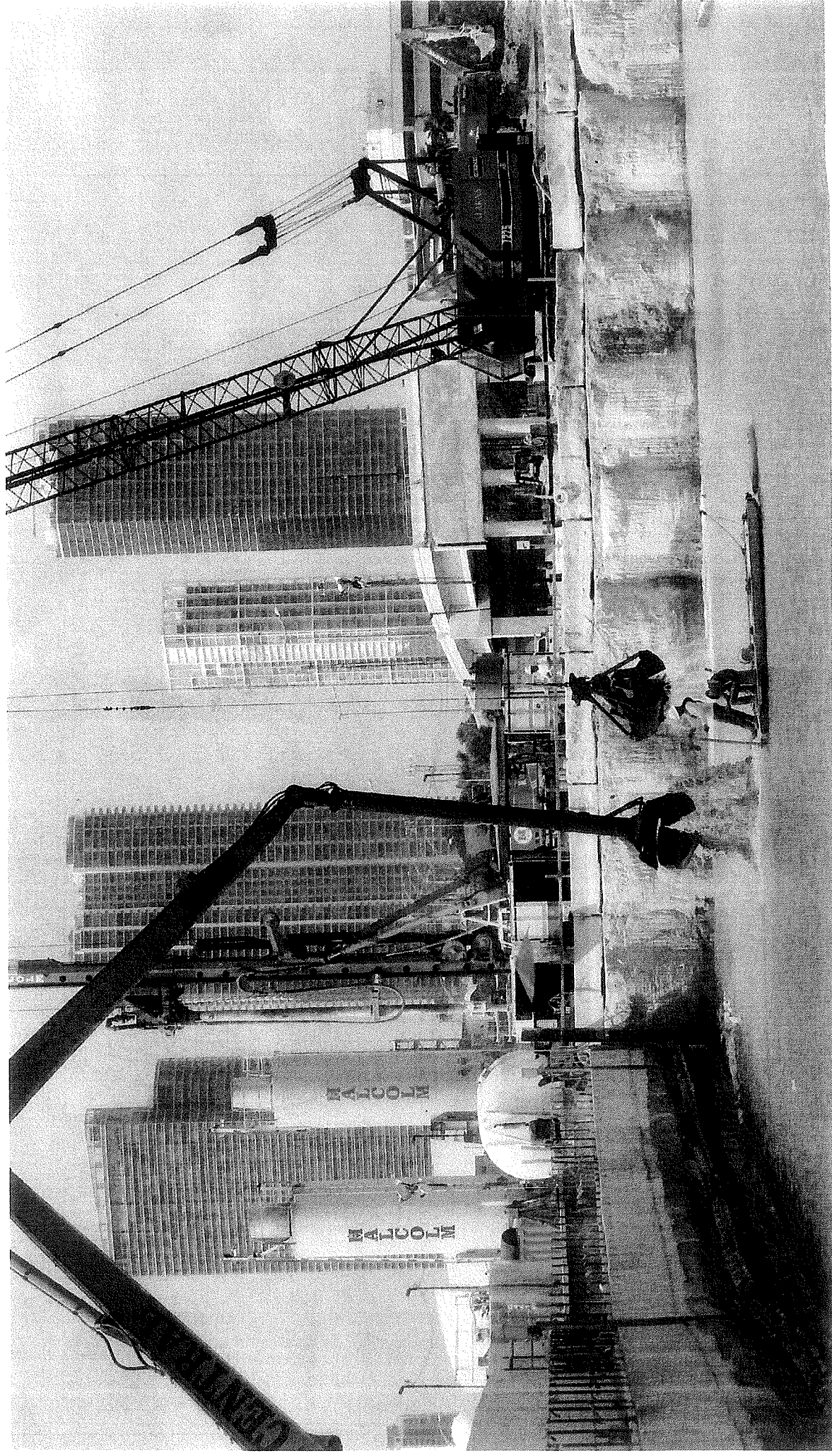
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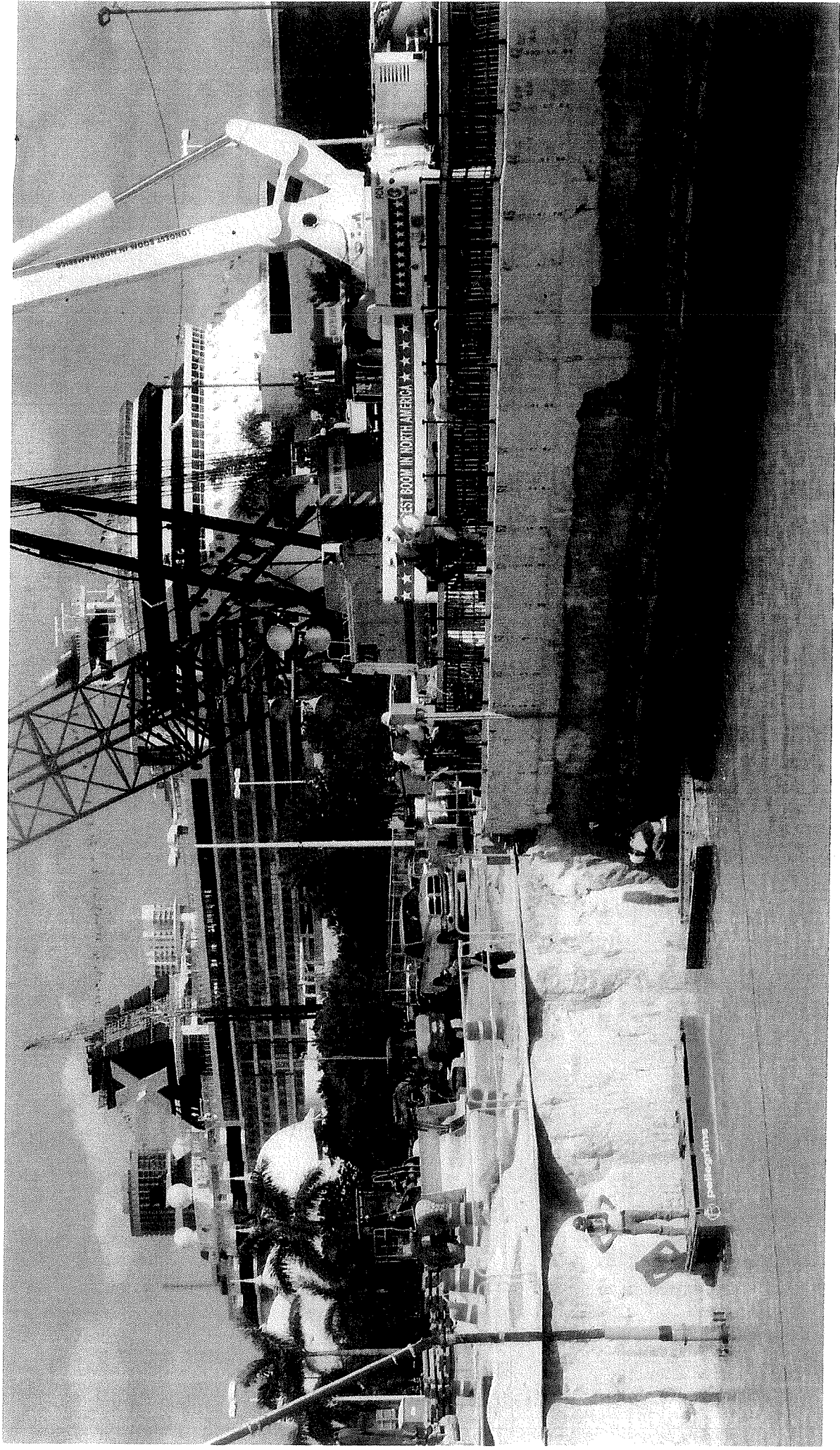
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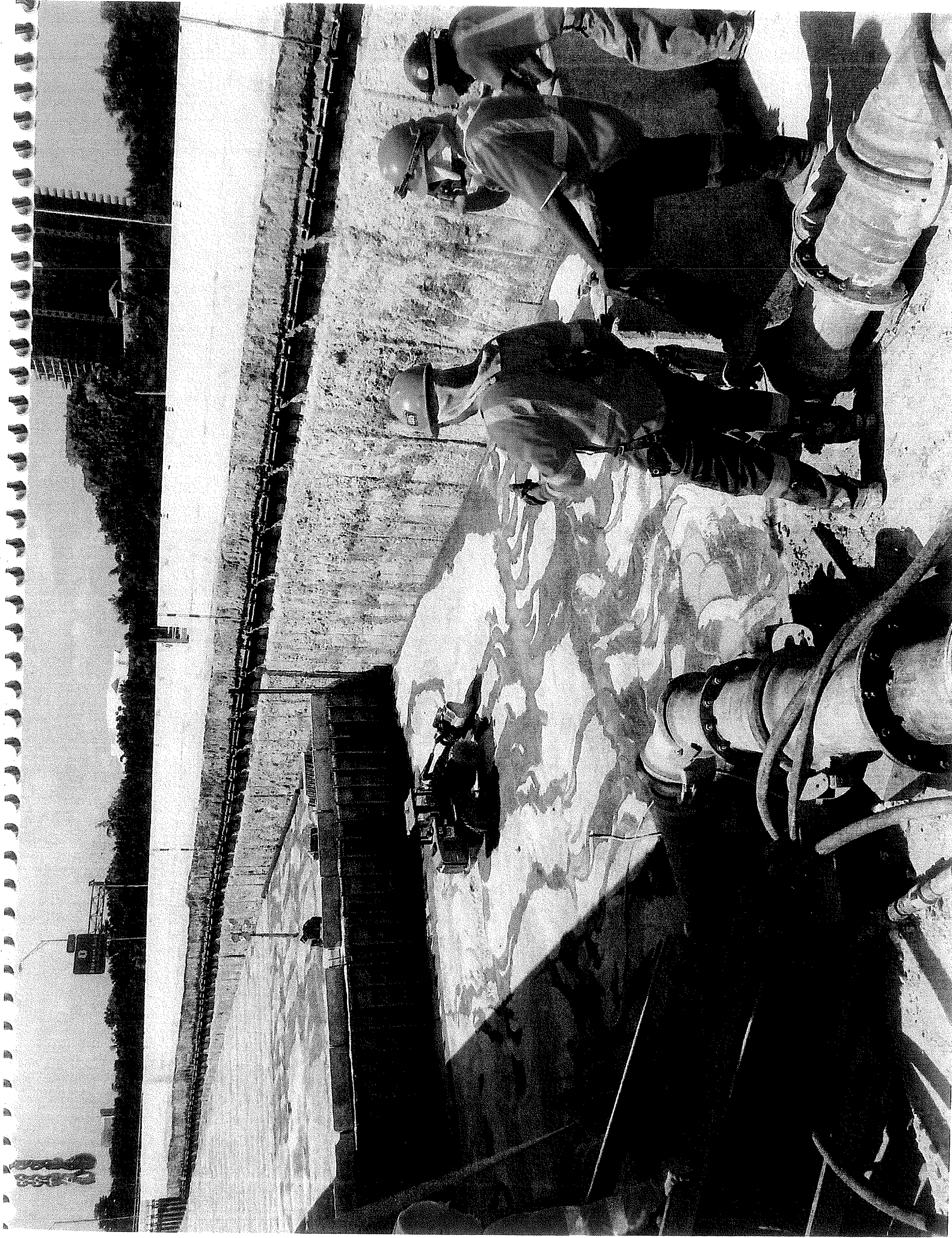
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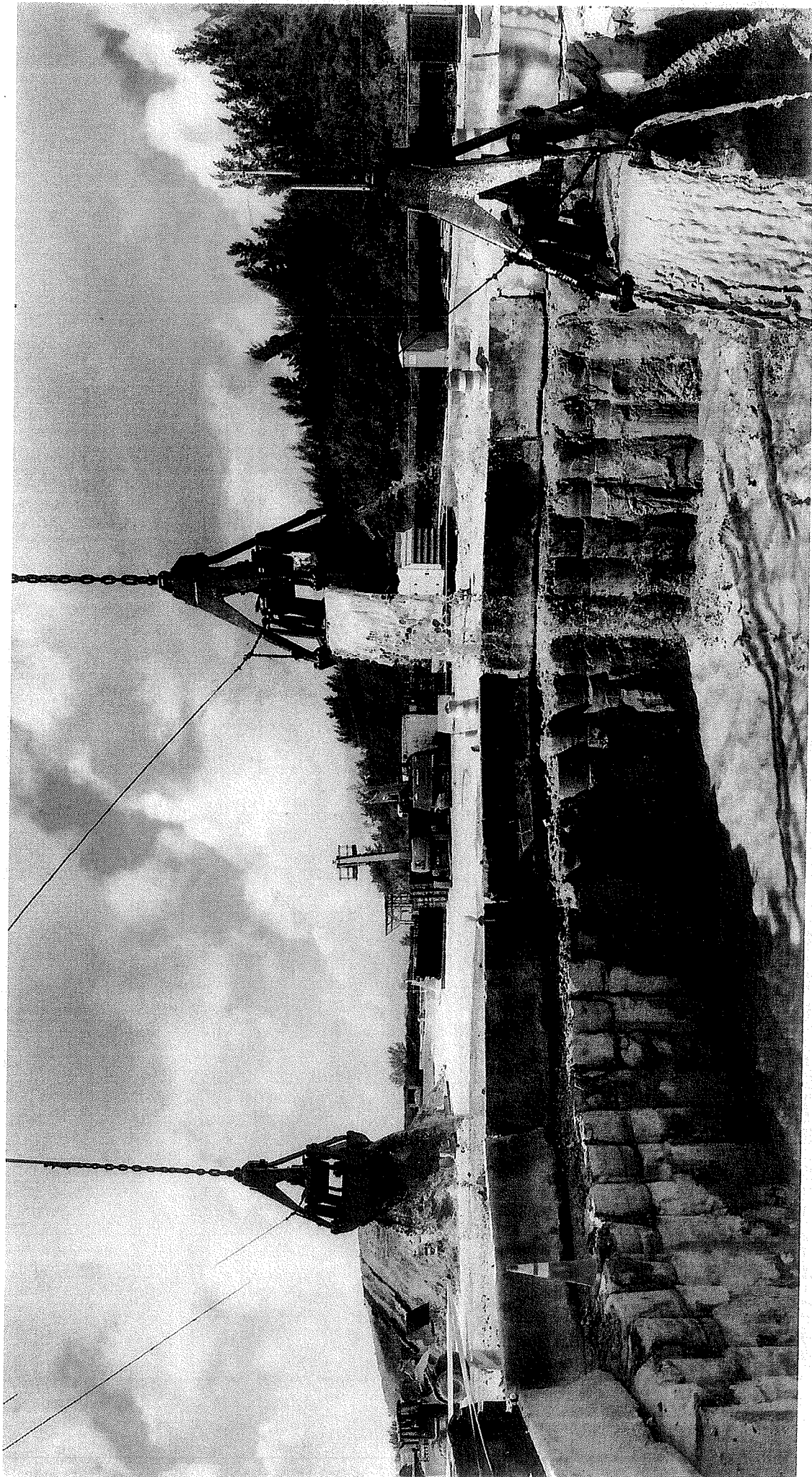
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LOMBARD IL 60148



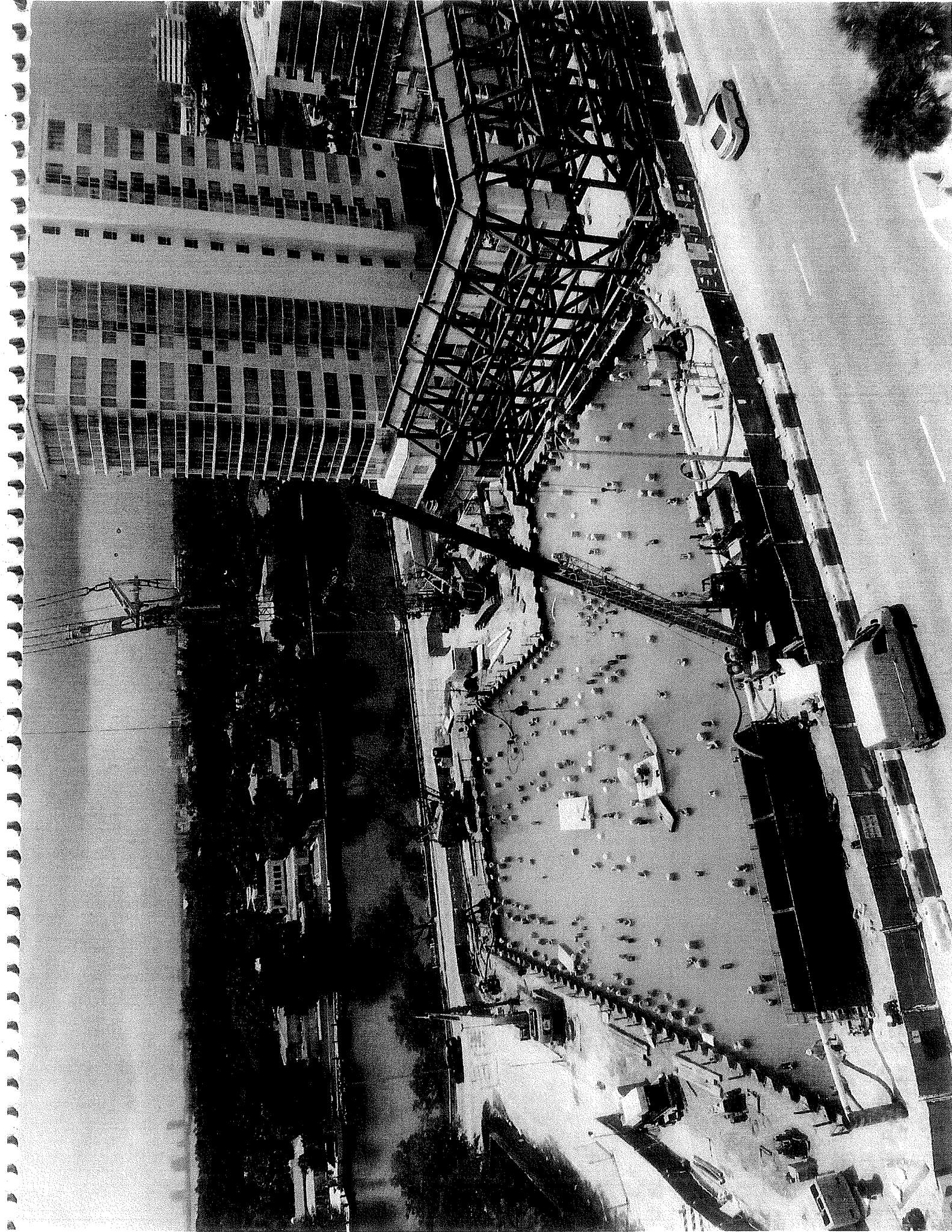












FLORIDA BID BOND

BOND NO. n/a

AMOUNT: \$ 5 % of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Kearns Construction Company

4101 Braganza Avenue, Miami, Florida 33133

hereinafter called the PRINCIPAL, and Hartford Fire Insurance Company

a corporation duly organized under the laws of the State of Illinois

having its principal place of business at One Hartford Plaza, Hartford, CT 06155

in the State of CT

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%---)

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 Seawall Repairs, 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 #17-019 REBID: HALF SHELL RAW BAR SEAWALL REPAIRS

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 19th day of April, 2017.

~~Kearns Construction Company~~

By

John Kearns
PRINCIPAL

Hartford Fire Insurance Company

SURETY

By

Charles J. Nielson
Attorney-In-Fact - Charles J. Nielson

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-229752

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Charles J. Nielson, Mary C. Aceves, Charles D. Nielson, Joseph Penichet Nielson, David R. Hoover
of
Miami Lakes, FL

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on March 1, 2016 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of April, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 19, 2017.

Signed and sealed at the City of Hartford.



Kevin Heck

Kevin Heck

ANTI-KICKBACK AFFIDAVIT

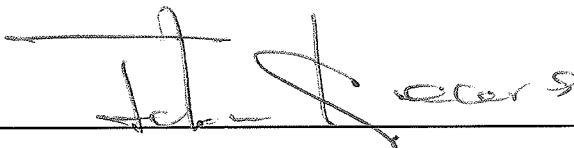
STATE OF Florida)

: SS

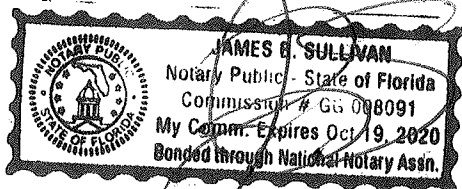
COUNTY OF Miami-Dade)

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

By: John Kearns



Sworn and subscribed before me this 19th day of April 2017.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

10/19/2020

* * * * *



**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 Half Shell Draw Bar
Repairs Key West Historic Seaport
ITB #17-019

2. This sworn statement is submitted by Kearns Construction Company
(name of entity submitting sworn statement)

whose business address is 4101 Braganza Avenue

and (if applicable) its Federal Employer Identification Number (FEIN) is 77-0615005

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

3. My name is John Kearns
(please print name of individual signing)

and my relationship to the entity named above is CFO

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of 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.)

NA 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.)

NA 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.)

NA 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.)

John Kearns

(signature)

April 19, 2017

(date)

STATE OF Florida

COUNTY OF Miami-Dade

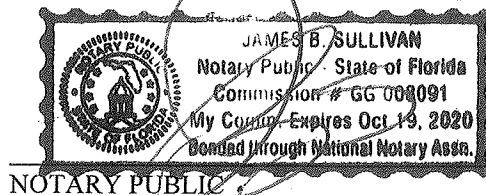
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

John Kearns Who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 19th day of April, 2017.

My commission expires:

10/19/2020



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.

VENDOR: Kearns Construction Company

SEAL:

4101 Braganza Avenue, Miami, FL 33133

Address

Signature

John Kearns

Print Name

CFO

Title

DATE: April 19, 2017

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami-Dade)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

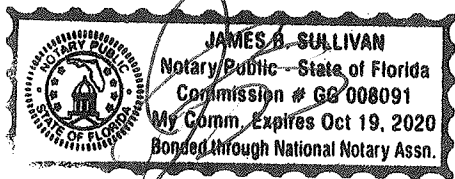
Kearns Construction Company

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: John Kearns

John Kearns

Sworn and subscribed before me this 19th day of April 20 17.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

10/19/2020

* * * * *

[Signature]

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

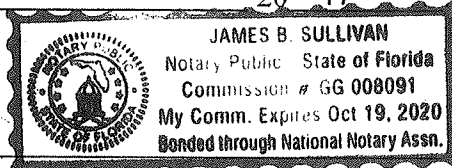
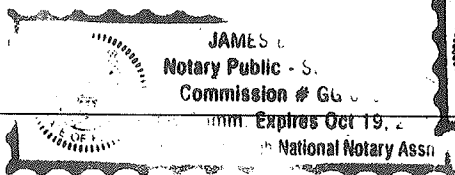
COUNTY OF Miami- Dade)

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

By: John Kearns

Sworn and subscribed before me this

19th day of April 20 17



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

10/19/2020

* * * * *

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 Kearns Construction Company Phone: 305 461 0310
4101 Braganzella Ave (Cell) 305 975 8878
Current Local Address: Miami FL 33133 Fax: 305 461 1892
(P.O. Box numbers may not be used to establish status)

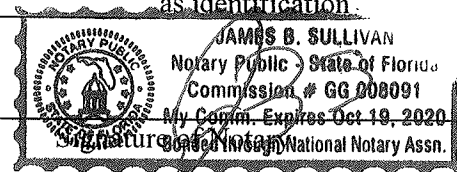
Length of time at this address

John Kearns
Signature of Authorized Representative

April 19, 2017
Date

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 19th day of April, 2017.
By John Kearns, of Kearns Construction Company
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced FL DRL as identification
(type of identification)



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

Print, Type or Stamp Name of Notary

James B. Sullivan

Title or Rank

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Subcontractors are named as indicated in the Bid. ☒
6. Experience record included. ☒
7. Bid signed by authorized officer. ☒
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. ☒
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☒
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; ☒