

# **BID DOCUMENTS**

For

## **ITB #17-015 DOLPHIN PIER REPLACEMENT CITY MARINA AT GARRISON BIGHT**

**KEY WEST, FLORIDA  
MONROE COUNTY**



<b>Mayor:</b>	<b>Craig Cates</b>
<b>Commissioners:</b>	<b>Jimmy Weekley</b>
	<b>Samuel Kaufman</b>
	<b>Billy Wardlow</b>
	<b>Richard Payne</b>
	<b>Margaret Romero</b>
	<b>Clayton Lopez</b>
<b>City Manager:</b>	<b>James Scholl</b>

**Key West Project # GB75511602**

**Stantec Project No.: 215613443**

**APRIL 2017**

**RECEIVED**

**MAY 08 2017**



**KEARNS CONSTRUCTION CO.**



**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 visit [www.myfloridalicense.com](http://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**



# 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](http://www.miamidade.gov/taxcollector)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/08/2017

<b>PRODUCER</b> MiiCorp d/b/a Millennium Insurance & Inv 3440 Hollywood Blvd., Suite 415 Hollywood, FL 33021-6933 Phone: (954) 983-4252 Fax: (954) 212-2255		<b>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.</b>	
<b>INSURED</b> Kearns Construction Company, Inc. 4101 Braganza Avenue Miami, FL 33133 FL LICENSE #CGC060194		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Blanket Additional Insureds <input checked="" type="checkbox"/> Includes XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	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 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Deductible BIPD ea claim \$2,500
C	*Y *Y	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS *Blkt Addl Insured, Waiver of Subrogation <input checked="" type="checkbox"/> Primary Non-Contributory	BUA6023678054 *Blanket Additional Insured, Waiver of Subrogation, Primary Non-Contributory "When required by written contract"	03/29/2017	03/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
D & E		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 25,000	B5JH26243 Lead & ATAA1SP8003 Following 50% Quota Share Each (Lead & Following)	03/29/2017	03/29/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follow Form/Drop Down \$ INCL "Scheduled Vessels" \$ ONLY
B **		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	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 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		<b>OTHER</b> Protection & Indemnity Vessel Liability (P&I)	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

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

RE:Key West Project # GB75511602, Stantec Project No.: 215613443, ITB #17-015 DOLPHIN PIER REPLACEMENT CITY MARINA AT GARRISON BIGHT

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

## CERTIFICATE HOLDER

ADDITIONAL INSURED:  
The City of Key West  
1300 White St.  
Key West, Florida 33040

## CANCELLATION

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.

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# KEARNS

CONSTRUCTION CO • CGC 060194

## Completed Projects:

Kearns Construction Company / CGC 060194

May 31, 2017

Subject: Completed Projects

<b>Ocean Reef Club:</b>	\$1,100,000	October 2015	85% by Kearns
Marine Dock 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			
Location: Key Largo, Florida			
<b>Ocean Reef Club:</b>	\$350,000	October 2012	100% by Kearns
Marine Dock Demo & Floating Dock Installation			
C Dock and D Dock – 80 slips			
Steve Ryder / Bellingham Marina			
Telephone: 904 613 2331			
Engineer: Bellingham Marine			
Telephone: 904 613 2331			
Location: Key Largo, Florida			
<b>CRYC – Floating Docks</b>	\$50,000	January, 2007	100% Kearns
General Manager: Jim Van Buren			
Carter: Dock Master			
305 858 1733			
Location: 2484 South Bayshore Drive, Miami, Florida 33133			
<b>Stock Island Marina Village</b>	\$1,000,000	January, 2012	100% by Kearns
Demo, Piles & Floating Dock Installation – 120 Slips			
Owner: Mathew Shrunk			
305 294 2288			
Engineer: Bellingham Marine			
Telephone: 904 613 1733			
Location: Stock Island / Key West, Florida			
<b>City of Miami Floating Docks</b>	\$147,000	August, 2013	100% by Kearns
United States Sailing Center / Kennedy Park – Remove and Replace Existing Floating Docks			
Project Manager / City of Miami: Carlos Vasquez			
786 376 5480			
Engineer: Coastal Systems International (Tim Blankenship)			
Telephone: 305 661 3655 (Tim B.: 305 525 6472)			
Location: Kennedy Park on Bayshore Drive / City of Miami, 33133			

# KEARNS

CONSTRUCTION CO • CGC 060194

**City of Miami Floating Docks**     \$328,000     June, 2014     100% by Kearns

Dinner Key Marina / Spoil Island E & Spoil Island C – Floating Dock Installation

Project Manager / City of Miami: Carlos Vasquez

786 376 5480

Engineer: Coastal Systems International (Tim Blankenship)

Telephone: 305 661 3655 (Tim B.: 305 525 6472)

Location: Dinner Key Marina 3400 Pan American Drive, Miami, Florida 33133

**Marina Palms New Marina**     \$7,000,000     November, 2015     90% by Kearns

116 Sip Marina to replace old marina

Floating dock and fixed docks, mechanical, electrical, sewer, fuel and power

Ed Bec: Project Rep - Owner

Cell: 305 454 3214

Larry Jankins: Project Executive - Owner

Cell: 954 520 9229

Engineer: Coastal Systems International (Tim Blankenship)

Telephone: 305 661 3655 (Tim B.: 305 525 6472)

Location: 17201 North Biscayne Boulevard, North Miami Beach, Florida

**Elliott Key Park Pier**     \$1,070,000     January, 2016     100% by Kearns

Removed and Replaced 200' x 16' long pier in Elliot Key

Tim Gabriel: Project Manager

919 625 0106

Engineer: Olin Hydrographic / David Olin

Telephone: 305 619 2800

Engineer: Robert Samara

Phone: 305 934 2220

Location: Elliot Key, Florida Keys

**Elliott Key Marina Rebuild**     \$500,000     March, 2014     100% by Kearns

Removed and Replaced a 40 Slip Marina in Elliot Key

Tim Gabriel: Project Manager

919 625 0106

Engineer: Olin Hydrographic / David Olin

Telephone: 305 619 2800

Engineer: Robert Samara

Phone: 305 934 2220

Location: Elliot Key, Florida Keys

**Miami River Lobster Docks**     \$1,000,000     Various Dates & Current     100% by Kearns

Five Different Projects / Sheet pile Seawalls, Shoreline Stabilization and Commercial Docks

Manny Prieguez - Owner

Cell: 305 345 9070

Ocean Consulting / Kirk Lofgren (cell): 305 457 5573

Location: Miami River, Miami, Florida

*FB*

# KEARNS

CONSTRUCTION CO • CGC 060194

**Key Biscayne Yacht Club**      \$2,000,000      Spring 2017      85% by Kearns  
Remove Replace North Dock (30 slips), Sheet Pile Seawall, Dredge, Floating Docks  
Christine Stewart – Marina Manager / KBYC  
Office: 305 361 8229 Cell: 954 562 7288  
Engineer: Dennis Solano / Solver Structural: 305 643 8699  
Location: 180 Harbor Drive, Key Biscayne, Florida

*[Handwritten signature]*





**PORT & MARINE SERVICES**

201 William Street  
Key West, FL 33040

**ADDENDUM NO. 3**

**DOLPHIN PIER REPLACEMENT  
CITY Marina at GARRISON BIGHT  
ITB#17-015**

The information contained in this Addendum adds questions and 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:

**ITB Clarifications**

- A Copy of the Pre-Bid meeting sign-in sheet is attached
- City would like to retain the life ring cabinets, all cleats as well as the water meter brackets that will be removed during the demolition of Dolphin Pier. These items shall be carefully removed and returned to the city.

**ITB Questions Submitted from Mandatory Pre-Bid Meeting (May 23, 2017)**

1. Will the salvage material (i.e. wires and pedestals), recovered from this job, become the property of the contractor?  
  
R. With the exception of the items listed above, in ITB Clarifications, all salvage material (i.e. wire, pedestals, etc.) recovered from this job become the property of the contractor.
2. Observed on-site that the existing conduit was too small (2"). The required size is (4"). Are we to remove existing gear and platform to accommodate appropriate size conduit?  
  
R. The size and quantities of conduit will need to be modified to accommodate the new G-GC cables. See revised sheet E06.

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3. Observed on-site that the existing gear looks aged and does not have the capability to accommodate the required ground fault system. Are we to include in the bid new gear to accommodate ground fault protection as required per NEC code?

R. The Marine Power part numbers for new pedestals are for pedestals that include ground fault protection.

4. Bellingham Marine was not listed as a dock manufacturer, is there any pre-qualification required for dock manufacturers? Is Bellingham an approved dock manufacturer?

R. See Technical Specifications TS4.0, "Alternate manufacturers may be quoted at the Contractor's option." As approved equal and need to meet project plans and specifications.

5. What are the lengths of the existing anchor piles and the mooring piles?

R. The existing piles are approximately 30' in length.

6. Is there any dock furniture i.e. ladders, pedestals etc. needs to be stockpiled on site for the City of Key West before demolishing the existing pier?

R. See response 1.

7. Is the existing switch gear / metering to be reused or replaced with similar gear that was installed at Sailfish Pier with GFI Monitoring?

R. The existing switchgear / metering is to be reused.

8. If the existing gear is to be reused how does the design team propose to incorporate the GFI monitoring /system required by the NEC?

R. GFI monitoring system will be integral to the new power pedestals

9. Is the existing concrete vault to be reused or a new vault or stand to be installed?

R. Existing vault may be reused – however the existing 2-inch conduits are inadequate for G-GC cable and will need to be replaced, as shown on plans. See revised sheet E06.

10. Is the top of the existing concrete pad above present FEMA flood zone regulations?

R. Yes, existing concrete pad is above FEMA flood.



11. Are the existing conduits feeding the pier of sufficient quantity, and size to accommodate the new G-GC cable outlined in the feeder schedule?

R. No – the conduits will need to be replaced with larger size and quantity. See revised sheet E06.

12. Who is responsible for furnishing the pedestals?

R. Contractor shall purchase new pedestals from Marine Power – note that part number provided on plans is for pedestals that include GFI protection.

13. The dock specifications indicate dual top-access utility troughs, 6" deep x 12" wide. The drawings show a stainless-steel utility tray running under the docks. Are either of these required, or is it acceptable to have ample space under the decking to facilitate all the utilities?

R. Contractor to use Stainless-steel utility tray running under the docks.

#### **ITB Revised ITB Documents**

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Pages in the ITB Documents.

<u>Page(s)</u>	<u>Description</u>
00 21 13-1	"Instruction to Bidders" Has been revised to "8 Calendar Days Prior to Bid Opening".
Technical Specifications	TS-4.0 Section TS-4.1 has been revised: <ul style="list-style-type: none"><li>• Chases Stainless-steel utility tray</li></ul>

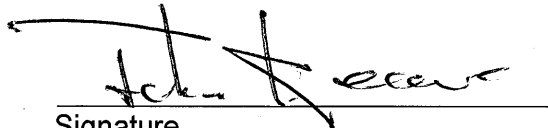
The following plan Sheet Have been revised and are to be included herein for replacement of the corresponding Sheets in the ITB Documents.

<u>Sheet(s)</u>	<u>Description</u>
E06	Electrical Details has been revised.

I

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. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

Kearns Construction Company  
\_\_\_\_\_  
Name of Business



# DOLPHIN PIER REPLACEMENT

City Marina @ Garrison Bight

ITB #17-015

## Mandatory Pre-Bid Meeting SIGN-IN Sheet

May 23, 2017

2:30 PM

NAME / COMPANY

CONTACT #

EMAIL

KAREN OLSON/CKW 305-809-3803 KOLSON@CITYOFKEYWEST-FL.GOV  
John Kearns 305 9758978 JKEARNS@KEARNSCONSTRUCTION.COM  
DN Higgins 305 797 1019 davidf@dnhiggins.com  
Ebsary Foundation 305-325-0530 Bbrown@Ebsaryfoundationco.com  
GARY CENTONZE  
Gary's Plumbing & Fire 305-797-1062 GARYSPLUMBING1@AOL.COM  
STEVE RYDER BELLINUMARINE 904 613 2331 SRYDER@BELLINUMARINE.COM  
LAKE SMITH  
FLORIDA KEYS ELECT, INC 305-296-4028 msmith@flkeysselectric.com  
Yusuf Vazquez Kearns Construction 305 461 0130 yvazquez@kearnsconstruction.com  
Dan Smith 805-3582 PORT 705-809-3982  
David Metivier CMI/Labor Dock 770-933-7805 DMetivier@cmilc.com  
Yahya Usmani Shoreline Foundation 954-981-8660 yusmani@shorelinefoundation.com  
MATT PELLERITO  
Nearshore Electric 305-294-3991 mattnearshore@bellsouth.net  
Ryan LaChapelle/SeaTech, Inc. 305-304-8406 RYONL@SEATECH.CC  
Justin Bostic/TSS Electric 954-321-1727 Justin.Bostic@chmarinegroup.com  
BRIAN HALL/TECHNOMARINE 407-718-8682 brian.hall@technomarineusa.com  
Burke Construction Darren Whiteside 305 586 1844 dwhiteside@bkcconstruction.net  
Doug Bradshaw/CKW DBRADSHAW@CITYOFKEYWEST-FL.GOV  
Jacobus Hendocci 305 445-2900 Jacobus.Hendocci@stark.com

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## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

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

#### B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 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 Bid, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

#### C. DRAWINGS

Details of construction are bound separately.

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

### 3. QUALIFICATION OF CONTRACTORS

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

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



	(gatordock.com), TechnoMarine (technomarine.com), Crane Materials International (gatordock.com), or StructurMarine (structurmarine.com). Alternate manufacturers may be quoted at the Contractor's option
Freeboard	24" for main dock and finger piers
Piling Guides	External to the floating system
Chases	Stainless-steel utility tray

TS-4.2 The design conditions for the floating docks will be as follows and assume that the facility is occupied:

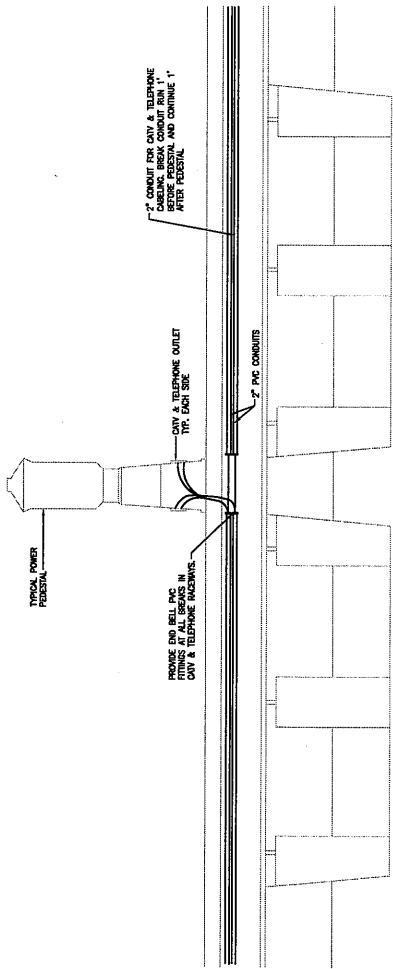
Basin Design Depth	-7.5' NGVD
Pile Elevation	+11.14' NGVD
Pile Embedment	-26.86' NGVD
Storm Surge	+6.74' NGVD
Elevation of Applied Loads	+6.26' NGVD
Wave Conditions	Negligible
Currents	Negligible
Live load	50 psf. – Distributed load 400lb – Point load

Dead Load	Based on specific system components and should account for utilities, marine growth, and all other support features
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TS-4.3 The floating dock plans and material specifications will be submitted to the Engineer for approval prior to manufacturing of the aluminum floating docks. If the Engineer requires additional clarification of the methods or calculations, in order to satisfy himself of general conformance, the floating dock manufacturer will promptly provide the requested information. Delays in the project schedule due to inadequate or non-conforming floating dock and anchorage designs will not be grounds for project extension. The plans will include a dimensional layout of floating dock system with pilings, typical sections and details showing flotation, framing, decking, and connections, connection of gangway to the upland, and a signed and sealed letter of design compliance by a Professional Engineer registered in the State of Florida.

TS-4.4 The plastic pontoons will be linear low-density polyethylene such as Permafloat Floatation Drum as Manufactured by Cellofoam, or Engineer's approved equivalent. The base material for all polyethylene shells will conform to the following minimum requirements: minimum density 0.937 g/cc per ASTM D-1505; minimum ultimate tensile strength of 2,560 psi per ASTM D-638; and minimum flexural modulus of 96,000 psi per ASTM D-790. They will be designed for a freeboard under dead load equal to 24 inches (+/- 1 inch). The dead load plus a concentrated live load of 400 lbs applied vertically at any location on the main dock surface will not tilt the dock more than six degrees from horizontal or overstress the framing members. Dead load freeboard distance will be maintained within one inches of that identified in these specifications for a period of five years following installation.

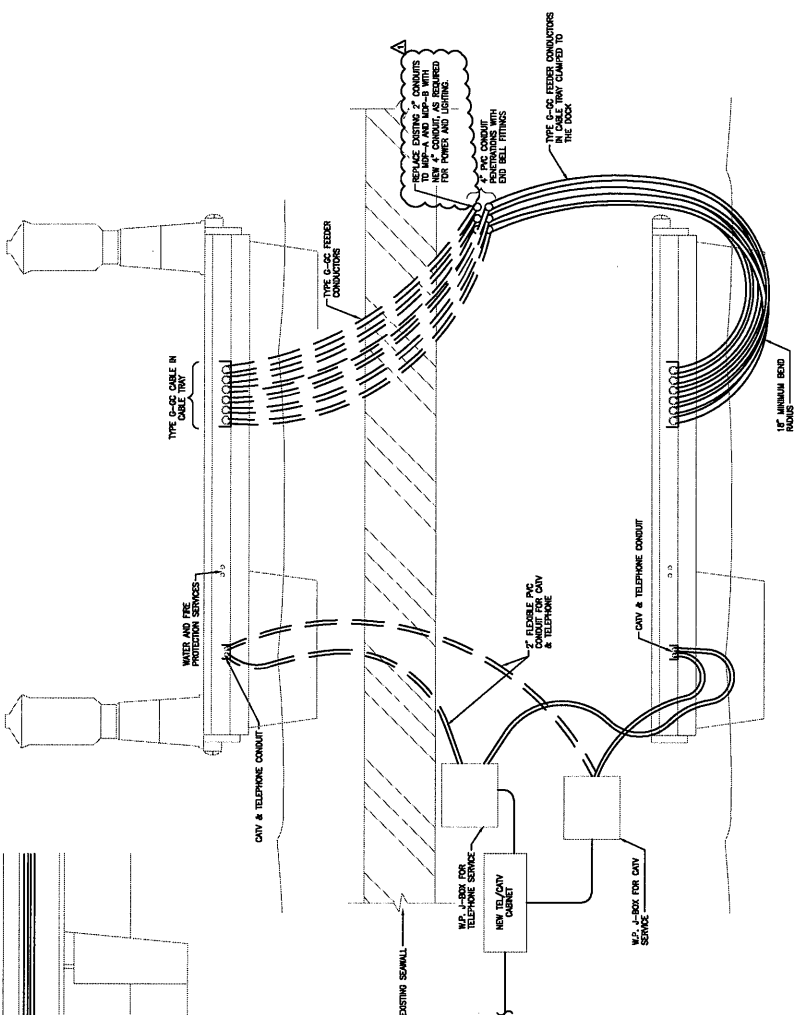




CATV & TELEPHONE SERVICE DETAIL  
N.E.S.



TELE/CATV CABINET DETAIL  
N.E.S.



FLEXIBLE ELECTRICAL SERVICE CONNECTION DETAIL  
N.E.S.

<b>Stantec</b> 1000 N. W. 10th Avenue, Suite 1000 Fort Lauderdale, FL 33304 www.stantec.com		City of Key West Dolphin Pier Dock Replacement Key West, Florida		Project No. 215813443 Scale NO SCALE Drawing No. E06 Sheet 27 of 27	
Revision 1. MEDIUM B 2. MEDIUM B 3. MEDIUM B 4. MEDIUM B 5. MEDIUM B 6. MEDIUM B 7. MEDIUM B 8. MEDIUM B 9. MEDIUM B 10. MEDIUM B 11. MEDIUM B 12. MEDIUM B 13. MEDIUM B 14. MEDIUM B 15. MEDIUM B 16. MEDIUM B 17. MEDIUM B 18. MEDIUM B 19. MEDIUM B 20. MEDIUM B 21. MEDIUM B 22. MEDIUM B 23. MEDIUM B 24. MEDIUM B 25. MEDIUM B 26. MEDIUM B 27. MEDIUM B 28. MEDIUM B 29. MEDIUM B 30. MEDIUM B 31. MEDIUM B 32. MEDIUM B 33. MEDIUM B 34. MEDIUM B 35. MEDIUM B 36. MEDIUM B 37. MEDIUM B 38. MEDIUM B 39. MEDIUM B 40. MEDIUM B 41. MEDIUM B 42. MEDIUM B 43. MEDIUM B 44. MEDIUM B 45. MEDIUM B 46. MEDIUM B 47. MEDIUM B 48. MEDIUM B 49. MEDIUM B 50. MEDIUM B 51. MEDIUM B 52. MEDIUM B 53. MEDIUM B 54. MEDIUM B 55. MEDIUM B 56. MEDIUM B 57. MEDIUM B 58. MEDIUM B 59. MEDIUM B 60. MEDIUM B 61. MEDIUM B 62. MEDIUM B 63. MEDIUM B 64. MEDIUM B 65. MEDIUM B 66. MEDIUM B 67. MEDIUM B 68. MEDIUM B 69. MEDIUM B 70. MEDIUM B 71. MEDIUM B 72. MEDIUM B 73. MEDIUM B 74. MEDIUM B 75. MEDIUM B 76. MEDIUM B 77. MEDIUM B 78. MEDIUM B 79. MEDIUM B 80. MEDIUM B 81. MEDIUM B 82. MEDIUM B 83. MEDIUM B 84. MEDIUM B 85. MEDIUM B 86. MEDIUM B 87. MEDIUM B 88. MEDIUM B 89. MEDIUM B 90. MEDIUM B 91. MEDIUM B 92. MEDIUM B 93. MEDIUM B 94. MEDIUM B 95. MEDIUM B 96. MEDIUM B 97. MEDIUM B 98. MEDIUM B 99. MEDIUM B 100. MEDIUM B		Date 12/23/23 By J.M. Title J.M. Date 12/23/23 By J.M. Title J.M.		Date 12/23/23 By J.M. Title J.M.	





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

**ADDENDUM NO. 2**

**DOLPHIN PIER REPLACEMENT  
CITY at GARRION BIGHT  
ITB#17-015**

The information contained in this Addendum adds questions and 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:

**ITB Questions Submitted**

1. Please confirm that the new steel piles will be coated BOTH inside and out. The bid form states that the pipe is coated inside and out. The "Technical Specifications" do not require inside coating of the pipe. It is not practical to coat the inside of a 14" diameter steel pipe pile. Will coating the inside of the pipe pile be required?  
  
R. All piles to be coated (exterior only) per manufacturer's specifications.
2. Please identify and specify the contractors' staging area.  
  
R. See page C-02 for staging area location. Contractor shall safely maintain one way traffic adjacent to staging area at all times. This is critical for the marina residents.
3. Will temporary electrical municipal power be available for construction use?  
  
R. Contractor is responsible to coordinate electrical power with KES.
4. Do the existing docks and piles contain any live corals?  
  
R. There are no coral resources present.

A handwritten signature, possibly "L", is located at the bottom right of the page.

5. Who will be responsible for the relocation of live corals.

R. See response 4.

6. Will the contractor be responsible to remove any pre-construction debris from the existing Dolphin Dock?

R. Any debris encountered shall be removed by contractor.

7. What are the projects' minimum requirements / qualifications for previously completed marine projects?

R. See Project Manual "Instruction to Bidders" Section 00 21 13

8. Where will the existing boats be relocated to?

R. Boat will be relocated to Kingfish Pier, see page C02 and C10.

9. How many temporary mooring piles be required?

R. A Total of Ten (10) Temporary mooring Piles will be required. They shall be I-Beams, Hammered into Place at locations determined by the City.

10. Please provide specifications for the temporary mooring piles.

R. See response 9.

11. Who will insure the boats while they are relocated?

R. The contractor is only responsible for damage obtained during the relocation process. Once moored at Kingfish Pier the floating structure/vessel owner is responsible to insure.

12. Will the City secure a builder's risk policy?

R. Any required builders risk insurance is the responsibility of the contractor for the duration of the work.

13. Who will pay for the builder's risk insurance?

R. See response 12.

14. When is the anticipated start date for this project?

R. July/August 2017 is the anticipated start date.



15. Will the marine contractor that installs the piles require to be licensed and insured?

R. All contractors must be licensed and insured.

16. Is the contractor required to dispose all the existing utilities and equipment coming out pier before demolition?

R. Yes, contractor is responsible to dispose all existing utility and equipment.

\* 17. Please confirm that all the house boats are in towable conditions and towing will not cause any cracks or harm to stability of the house boat structure? Is there any special towing requirements?

R. The contractor and its subcontractor(s) are fully responsible for any boats damaged during relocations. Contractor is responsible to inspect exiting condition of all House boats prior relocation. All relocations shall be fully coordinated with the City Marina Manager.

18. Is the contractor allowed to work on Saturdays?

R. Yes, the contractor can work on Saturday.

19. Who will be responsible for on-site engineering/testing and inspections?

R. Contractor is responsible for all on-site engineering and testing. City and City Engineer will be performing all inspections.

20. Will contractors be permitted to spud barges overnight at the jobsite?

R. Contractor will be permitted to spud barges overnight at the job site.

21. Does this site have any seagrass? If so are there any mitigation measures to taken on the part of the contractor?

R. See response 4.

22. Has a benthic survey been performed? If so are there any resources we need to be concerned with?

R. A benthic survey was completed. See attached for reference.

23. What is the anticipated start date?

R. See response 14.

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24. Will spiral welded steel pipe pile be acceptable?

R. Spiral welded steel pipe piles will not be allowed.

25. If the contractor is responsible to move the house boats to temporary mooring location and after work is completed move these house boats back to the Dolphin pier, clarify who is responsible for disconnecting and re-connecting all the utilities i.e. electrical and water service lines at temporary location and at Dolphin Pier?

R. City of Key West will be responsible for the temporary utility connections of boats relocated to Kingfish Pier. Boat owners are responsible for removing and securing their items from the existing pier and piles

26. What is the last date to submit questions?

R. All questions shall be submitted in writing to Karen Olson, Deputy Port Director, by 5:00 pm on May 24<sup>th</sup>, 2017.

27. Is there any special means and methods City of Key West requires to move and moor these house boats?

R. There is no special means and methods, see response 11.

28. Is there any disposal site approved by City of Key West where contractor can dump all the demolition debris free of charge?

R. There no disposal site approved by the City, Contractor is responsible of all fees from the demolition debris.

29. Clarify all the steel pipe piles will be epoxy coated on exterior and interior surfaces as per the bid form? In the specifications, the coating system only calls to apply epoxy coating on the exterior side of the piles.

R. See response 1.

30. Is the contractor allowed to use the existing mooring piles as temporary mooring piles on Kingfish pier for the house boats?

R. See response 9.

31. In the bid form the base bid item "Product information and warranty certificate binder" clarify what the bidder should include in this line item and which product info and warranty is required? Is this project close out documents?

R. All product information used for the installation of the Dolphin pier must be included



in the Binder. Example: Dock and Gangways maintenance, shop drawings, cabinets manuals, pipes, piles, dock hardware, bracing hardware, paint, dock electrical parts, etc.

32. In drawing C08 shows the mooring piles are square in cross section and the anchor piles are circular but as per the specs TS-6.0 says the diameter for mooring pile is 14". Please confirm.

R. Mooring piles diameter is 14".

33. Is there any special insurance required by the contractor to move house boats?

R. Contractor to verify with their insurance provider and marine tow.

34. Does the City have any approved manufacturers for the 15" cleats?

R. All Cleats Shall be 15" hex-head (by sea dog or approved equal).

35. Is the interior of the HSS piles needs to be coated top 20' same as the outside, or is it only the top 0.50' coated? Kindly confirm.

R. See response 1.

36. Instructions to Bidders - #3 Qualification of Contractors; Page 6 – Bidders must hold or obtain all required licenses or certificates in order to bid and perform the work. Does this include a contractor license for the "Specialist" identified on Page 86, Supplementary Conditions" SC-1.01.A.53?

R. No, it does not include the Specialist.

37. Instructions to Bidders - #18 Time of Completion; Page 13 – The term of this contract is 120 calendar days. Please clarify as this contradicts the "Start of Construction and Completion Times" paragraph on Bid Form, Page 18, setting for 90 days.

R. The contract time is 120 days, it will be revised in the bid form.

38. Bid Form - General Insurance, Pages 15 – 18. If the project requires design, why is there no requirement for Errors & Omissions coverage listed? E&O is the only policy that would respond for an error in design.

R. Contractor is required to obtain Errors & Omission Coverage for design related items.

39. Bid Form - General Insurance, #D, Page 15. Please clarify what is expected as proof as an authorized representative from the person signing the certificate.

R. The company's representative authorized to enter into contracts. This would be the owner or president or written authorization from either giving authorization to sign.

40. Bid Form - General Insurance, #N, Page 16. Providing thirty (30) days advance written notice of cancellation can be provided by the insurer. However, can the requirement for insurer to provide 30 days' notice for "intent not to renew" or "any change reducing the insurance coverage required" be removed from the Bid Form as it is asking beyond the abilities of the insurer to provide such notice?

R. No.

41. Bid Form - General Insurance, #Q, Page 16. The Contractor ensures all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. How will the City know a subcontractor is properly insured?

R. Contractors responsibility to assure all subcontractors are properly insured.

42. Bid Form - Specific Insurance Coverages & Limits, Page 16. Marine General Liability Insurance. Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy. A certified copy from the carrier could delay the Notice to Proceed. In order to meet the short deadline, will a copy of the policy from the broker be acceptable?

R. No, a copy of the policy from the broker is not acceptable.

43. General Conditions - The General Conditions provide for the Engineer (who is later defined as a Construction Manager in Supplementary Conditions Article 1.01.A.19 Engineer) but they are not named to be a City employee. Please identify whether this is going to be hired out.

R. Stantec Consulting Ltd. is the Engineer of Record.

44. General Conditions - 5.08 Receipt and Application of Insurance Proceeds, Page 60. #A - On the loss payee, can any claims payable be revised to be made payable to "Contractor" and the Owner? #B - On settling any loss claims, can the "Contractor" be added in addition to the Owner?

R. No.

45. General Conditions - 6.05 A.1.a.2, Page 61. How does a Construction Manager (not an Engineer), make this call?

R. The Engineer of Record in this case Stantec Consulting Ltd.

46. General Conditions - 6.05 A.2.a., Page 62. Please look at the duties the Construction

Manager is to perform under this. If he/she is not an Engineer, what qualifications will this individual have to make some of these determinations?

R. See response 45.

47. General Conditions – 6.20 Indemnification; Page 67-68. Does City of Key West Indemnification form under Section 00-43-18 take precedence over this section 6.20, Page 31?

R. Yes, City of Key West take precedence over this section.

48. General Conditions – 6.21 Delegation of Professional Design Services #C; Page 68. Since design calculations will be required, this means there is a gap in insurance coverage (previously addressed in RFI #3 above) for the City if the Engineer has an error. Does this come back on the Prime Contractor? Please clarify.

R. See response 38.

49. Supplementary Conditions – 1.01.A.53 Specialist; Page 86. While there is plenty of language requiring all bidders must meet the legal licensing criteria, if the Specialist does not hold the proper credentials, does this mean the Prime is liable for their actions? How would the City know if this Specialist was properly insured?

R. See response 41.

#### **ITB Clarifications**

- Contractor is responsible for paying the City of Key West permit fee. A Line Item has been added.
- Pre-construction survey is contractor's responsibility.
- Contractor is responsible for removal of all existing concrete spalling debris that has fallen or will fall during demolition of existing pier. Costs for removal shall be included in the demolition line item.
- Contractor will not be allowed to reuse existing piling location.

#### **ITB Revised ITB Documents**

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Pages in the ITB Documents.

<u>Page(s)</u>	<u>Description</u>
00 41 13-5	"Start of Construction and Contract Completion Time" Has been revised to "120 Calendar Days."



00 41 13-7

Bid Form has been revised:

- Line item for "Mobilization" has been added
- Line Item for "General/Supp. Conditions" has been added.
- Line Item for "Performance/Payment Bond" has been added.
- Line Item for "Demobilization" has been added.
- Line item "Permit Fees Allowance" has been added.
- Line item "Temporary Mooring Piles" has been added.
- Line item "Furnish and install Piles" has been revised
- Line item "Furnish and install Mooring Piles" has been revised.
- Line item for "General Allowance" has been revised.

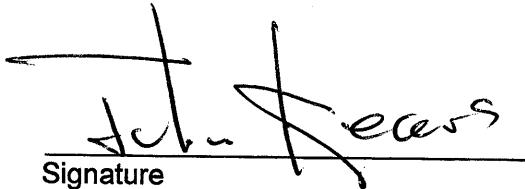
Technical Specifications

TS-2.0 Section TS-2.2 has been revised:

- The word "Finger Pier" has been replaced to "Piles"

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. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

  
Name of Business





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

**BID FORM**

To: The City of Key West  
Address: 1300 White St., Key West, Florida 33040  
Project Title: Dolphin Pier Replacement - City Marina @ Garrison Bight

City of Key West Project No.: GB75511602 (ITB# 17-015)

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

Name: John Kearns  
Telephone: 305 461 0310 office  
305 975 8878 cell

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

**CONTRACT EXECUTION AND BONDS**

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

**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.

*Original Bid Document*

## GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. 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.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, 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 the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. 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.
- G. 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.
- H. 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 Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.

- K. The insurance coverage and limits required of the Contractor under this Contract 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 Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give 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 Contract, except for the application of the Aggregate Limits Provisions.
- O. 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 interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors 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 City upon request.

#### SPECIFIC INSURANCE COVERAGES AND LIMITS

- A. All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- B. 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 Contract for all employees engaged in this work under

this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

**United States Longshoremen and Harbor Workers (USL&H)** coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

**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. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

**Marine General Liability Insurance** shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury &	\$2,000,000.00 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 Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

**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 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 &

Property Damage Liability \$1,000,000.00 Combined Single Limit Each  
Accident

**Watercraft Liability Insurance** The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 90 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000 per day for each day that expires after the time specified for Final completion.

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

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, \_\_\_\_\_, \_\_\_\_\_, (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. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

Bodily Injury \$1,000,000.00 Limit Each Accident

Property Damage Liability \$1,000,000.00 Limit Each Accident

or

Bodily Injury &

Property Damage Liability \$1,000,000.00 Combined Single Limit Each

Accident

**Watercraft Liability Insurance** The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES


The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General

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APRIL 2017

BID FORM  
00 41 13 - 5

Add #2



Dolphin Pier Dock Replacement  
City Marina at Garrison Bight  
Key West, Florida, Florida  
Stantec Project No. 215613443

**BID FORM**

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, 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.

	Item Description	Qty	Units	Unit Price	Total
<b>Base Bid</b>					
1	Mobilization	1	EA	\$54,000	
2	General / Supp Conditions	1	EA	\$2,000	
3	Performance / Payment Bonds	1	EA	\$18,000	
4	Demobilization	1	EA	\$1,000	
5	(10% of Construction Cost Max)	1	LS		\$ 75,000
6	Permit Fees (to be paid at cost)	1	LS	\$25,000	\$ 25,000
7	Relocation of existing boats to King Fish Pier and return to Dolphin Pier at end of project including installation and removal of temporary mooring piles	1	LS	\$64,000	\$ 64,000
8	Demolition of Existing Wood and Concrete Pier and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier	1	LS	\$76,000	\$ 76,000
9	Furnish and install Main Floating Pier (12'w by 40'l)	480	SF	\$67.96	\$ 32,621
10	Furnish and install temporary Mooring Piles	10	EA	\$2,300	\$ 23,000
11	Furnish and install Main Floating Pier (10'w by 130'l)	1300	SF	\$94.40	\$ 122,720
12	Furnish and install Finger Piers (4'wx35'l)	1120	SF	\$66.80	\$ 74,816
13	Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	16	EA	\$5,789.80	\$ 92,637
14	Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	16	EA	\$5,188.16	\$ 83,010.56
15	Pile Collars	16	EA	\$1,125	\$ 18,000
16	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	EA	\$26,600	\$ 26,600
17	Furnish and install accessories (15" Cleats: Main Pier/finger)	80	EA	\$165.25	\$ 13,220
18	Electrical System per Stantec Plans and Specifications, including new CATV/Phone Cabinet	1	LS	\$120,000	\$ 120,000
19	Potable Water System per Stantec Plans and Specifications	1	LS	\$30,716	\$ 30,716
20	Sewer System per Stantec Plans and Specifications	1	LS	\$37,800	\$ 37,800
21	Fire System per Stantec Plans and Specifications	1	LS	\$49,183.40	\$ 49,183.40
22	As-builts	1	LS	\$2,000	\$ 2,000
23	Product information and Warranty Certificate Binder	1	LS	\$5,000	\$ 5,000
24	Safety Act	1	LS	\$2,000	\$ 2,000

T

25	General Allowance (Only to be used with owners' written permission)	1	LS	\$25,000	\$ 25,000
Total Base Bid					\$98,363 <sup>10</sup>

TOTAL LUMP SUM BASE BID

Nine Hundred Ninety Eight Thousand Three Hundred Dollars  
 (Amount written in words has precedence)  
 and 16 1/100 Cents Sixty Three

### 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:

SerLL Electric (Electric)  
 Name #5  
12385 SW 129th Court Miami FL 33186  
 Street City State Zip

Gary's Plumbing & Fire (Sewer)  
 Name Suite #1  
6409 2nd Terrace Key West FL 33040  
 Street City State Zip

Gary's Plumbing & Fire (Plumbing)  
 Name Suite #1  
6409 2nd Terrace Key West FL 33040  
 Street City State Zip

Gary's Plumbing & Fire (Fire Protection)  
 Name Suite #1  
6409 2nd Terrace Key West FL 33040  
 Street City State Zip



TOTAL LUMP SUM BASE BID

Dollars

(Amount written in words has precedence)

and \_\_\_\_\_ Cents

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:

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Surety

The Hartford (Tim Hlicky) whose address is

200 Colonial

Street

Orlando

City

FL

State

32746

Zip

Center Parkway  
Suite 500

phone: 407 562-3487

APRIL 2017

Original Bid Document

BID FORM  
00 41 13 - 8

5

**Bidder**

The name of the Bidder submitting this Bid is John W. Kearns / Kearns Construction Company

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

<u>4101 Braganza Ave</u>	<u>Miami</u>	<u>FL</u>	<u>33133</u>
Street	City	State	Zip

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

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

<u>Charles S. Kearns, CEO</u>	_____
<u>John W. Kearns, CFO</u>	_____
<u>James B. Sullivan, COO</u>	_____

**If Sole Proprietor or Partnership**

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

NA

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

\_\_\_\_\_  
Title

original Bid Document

NA

**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 31 day of May 20 17.

(SEAL)

Kearns Construction Company

Name of Corporation

By: John Kearns

Title: CFO

Attest: Yusleidy Vazquez

Secretary

**END OF SECTION**

*original Bid Document*

TS1.6 Existing mooring piles at Kingfish Pier that impact the ability to relocate boats shall be removed and disposed of by the contractor. These piles shall be replaced at the end of construction.

#### **TS-2.0 Demolition and Disposal**

TS-2.1 Demolition will include the WORK as shown in the permit and construction drawings. Installation of turbidity barrier prior beginning any demolition work. All piling must be removed at, or below, the mudline. All demolition material will be removed from the site and disposed of properly. Proper disposal is the responsibility of the Contractor. Demolition is subject to the coral relocation plan and permit.

TS-2.2 As a matter of project staging, removal of Piles located at the Kingfish Pier will be completed first to allow for the vessels moored at the Dolphin Pier to be relocated to the Kingfish Pier. Upon relocation of these vessels, demolition of Dolphin Pier can commence.

TS-2.3 Contractor should be aware that the existing pier is entirely concrete pile supported. In addition, sections of the pier consist of concrete decking and wood deck overlay.

#### **TS-3.0 Professional Surveyor Stakeout and Record Drawings**

TS-3.1 The Contractor will provide a stakeout by a Professional Surveyor of the existing mooring piling locations. These locations will be coordinated with the floating finger pier installation to ensure that the proposed finger pier alignment "shadows" the outboard mooring piling to prevent intrusion of the mooring piling into the slip mooring space.

TS-3.2 Upon completion of construction, the Contractor will provide a post-construction record drawing, signed and sealed by a Professional Surveyor. In addition, Contractor will provide two sets of all Operations/Maintenance manuals and warranty certificates in a three ringed binder and two sets on a flash drive.

#### **TS-4.0 Floating Docks Construction, Materials, and Testing**

TS-4.1 General Materials to be used for the construction of the floating docks are outlined as follows:

Dock Piling	14" or 20" (depending upon plan selected by client) diameter, 0.5" thick epoxy coated steel tubular piles as specified on the Construction Drawings
Floating Docks	Aluminum floating docks will be installed as manufactured by GatorDocks

Add #2

E

**Benthic Resource Assessment**  
**Dolphin Pier Replacement Project**  
**City Marina at Garrison Bight**  
**1801 North Roosevelt Boulevard**  
**Key West, FL 33040**

Prepared for:

City of Key West  
Engineering Department  
3140 Flagler Ave  
Key West, FL 33040

Prepared by:

Terramar Environmental Services, Inc.  
1241 Crane Boulevard  
Sugarloaf Key, Florida 33042  
(305) 304-4061  
[victoria.brisson@att.net](mailto:victoria.brisson@att.net)

November 29, 2016

Add #2

17

## Introduction

The proposed project at Dolphin Pier, Key West, Florida involves the replacement of an existing public mooring facility (Figure 1). The replacement consist of replacing the existing pile-supported pier with a floating dock pier in effectively the same footprint of the existing facility with only minor adjustments in design to improve safety. The total number of slips will remain the same; the replacement will remain mainly within the existing footprint, only extending approximately 11 feet passed the existing dock. No new mooring slips will be added but six additional finger piers are proposed. The project has a total area of 2,800 square feet. Specific information regarding the project design are contained in the engineered plans dated November, 2016 , prepared by Stantec (Attachment 1).

An assessment of the benthic resources which could potentially be impacted by the project was conducted on November 29, 2016. The objective of the benthic assessment was to assess and document the living marine resources on the state submerged land where the pier is proposed, and to document benthic resources adjacent to the project area. In addition, a specific-purpose survey for stony coral was performed to fulfill Florida Keys National Marine Sanctuary (FKNMS) requirements.

## Methods

An in-water assessment of the project area was conducted on November 29, 2016 by a scientific diver experienced in conducting resource assessments of benthic habitats found in the Florida Keys. Water clarity was excellent, averaging 15 to 20 foot visibility. The survey area included the footprint of the proposed pier, all existing pilings and dolphins and a 15 foot buffer zone outside the proposed footprint.

A scientific diver swam the length of the footprint conducting a visual assessment of the seafloor and existing structures including the buffer zone. All existing pier supports and mooring piles were carefully evaluated for marine resources. Locations were recorded where benthic resources were observably different, e.g. where habitats changed. The percent cover for the observed benthic communities (e.g. seagrass cover, macroalgae cover) were categorized into discrete cover classifications by visual estimation using the following cover classes:

Description	Barren	Sparse	Moderate	Dense
Cover Class	0-1 %	1-25%	25-75%	75-100%

The data recorded included any significant change in habitat, the dominant habitat type, and the percent coverage. This scientific survey method provided a qualitative and quantitative assessment of the type and location of benthic resources found throughout the entire project footprint.

A visual survey was also conducted to document the presence of stony corals within project limits and surrounding buffer, and also specifically attached to any of the pier supports or mooring piles.

Reference photographs representing dominant benthic species, examples of seagrass communities and other applicable reference photographs were taken (Attachment 2).

Add #2

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## Results

The seafloor beneath the pier and associated mooring area is composed of barren substrate, a deep silt component lacking observable attached benthic communities. No seagrass or algal communities were identified within the existing pier area.

In the secondary buffer area, scattered seagrass and algal patches are present on the seafloor. Seagrass present was widely scattered individual shoots of *Thalassia testudinum* and small patches of *Halophila decipiens*. The greatest presence of paddle grass was found laterally at the T-head of the existing pier and centrally on the west side of the existing mooring area. The small patches of *H. decipiens* were observed as 75% cover and begin approximately 15 feet from the pier and mooring area. Scattered shoots of turtle grass were also observed in areas on the north side of the pier waterward of the boat moorings. Large numbers of the upside-down jellyfish (*Cassiopea frondosa*) were present throughout the survey area, often forming dense mats on the seafloor.

The lack of seagrass and other marine resources within the footprint of the existing facility was not unexpected as large boats moored close together along the pier effectively block light penetration and the deep, loose silt substrates present a less than optimal environment for the formation of seagrass or hardbottom communities.

The pier supports and mooring piles associated with the Dolphin Pier were covered with a well-developed and diverse attached algal and sponge community. The coverage was estimated at 75-100% cover.

## Coral Resources

No corals were observed in project area, within the buffer area, or attached to any of the pier supports or mooring piles.

## Project Impacts

The proposed project as designed will have negligible impacts to the benthic resources; the replacement project is majorly in the footprint of the existing facility, and no significant marine resources are present that would be impacted by the replacement project.

No seagrass or coral resources will be impacted by the project.

Construction will occur within the footprint of the existing facility and secondary construction impacts outside the footprint are not anticipated.

Best management practices (BMP's) will be implemented during construction including sediment control so that impacts to benthic communities within Garrison Bight are avoided.

Add #2

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**Attachment 1: Engineered Plans**

Add #2

1

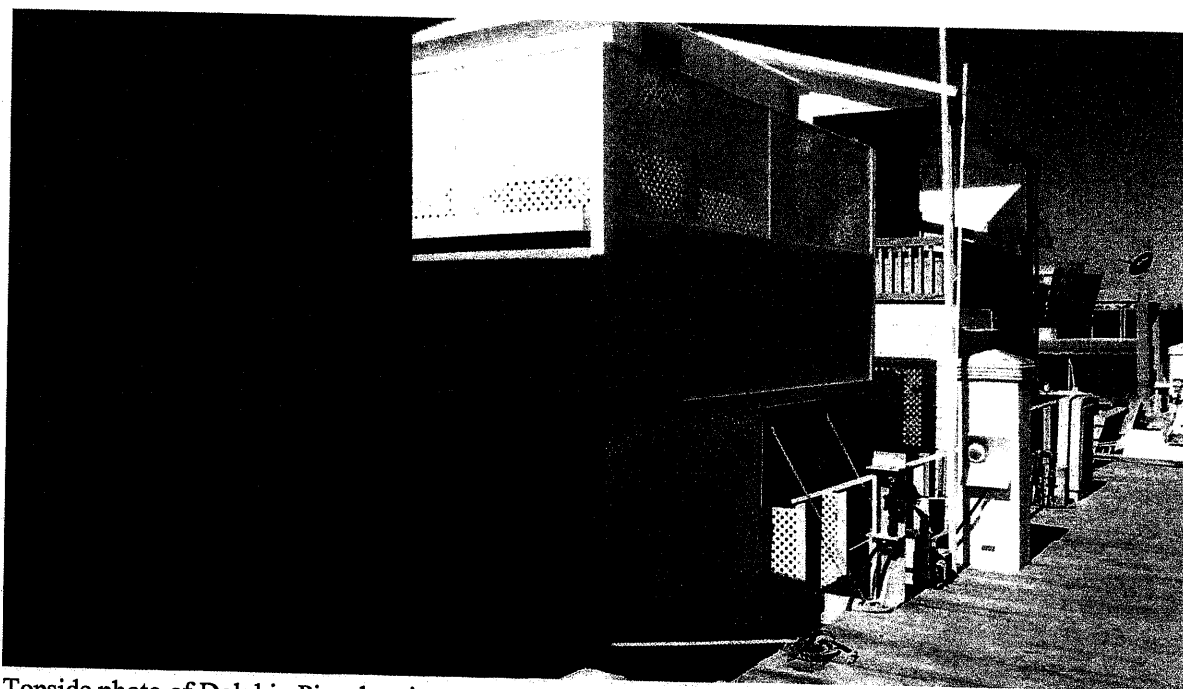
**Attachment 2: Reference Photographs**

Add #2

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Topside photo of Dolphin Pier showing numerous large houseboats moored close together.



Topside photo of Dolphin Pier showing numerous large houseboats moored close together.

Add #2

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Photo of typical barren seafloor throughout the project area with numerous upside-down jellyfish (*Cassiopea frondosa*) present.

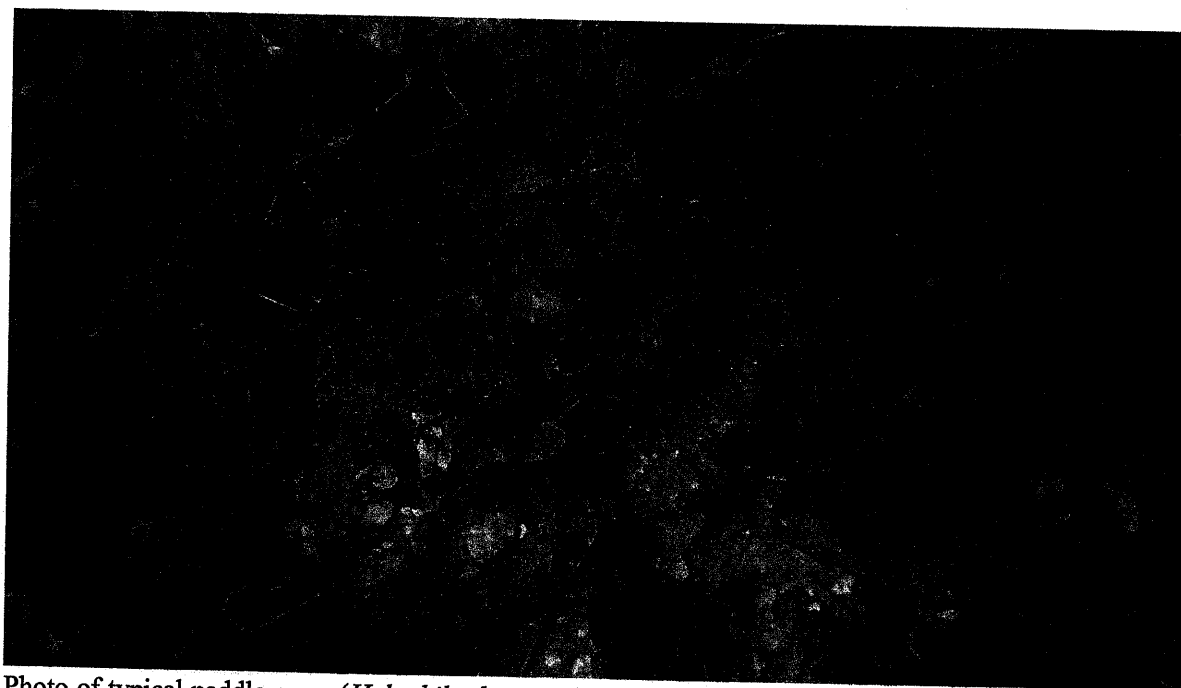


Photo of typical paddle grass (*Halophila decipiens*) observed in the secondary buffer zone outside of the footprint of the project. Seagrass resources outside of the project footprint will be protected through best management practices.

Adel # 2

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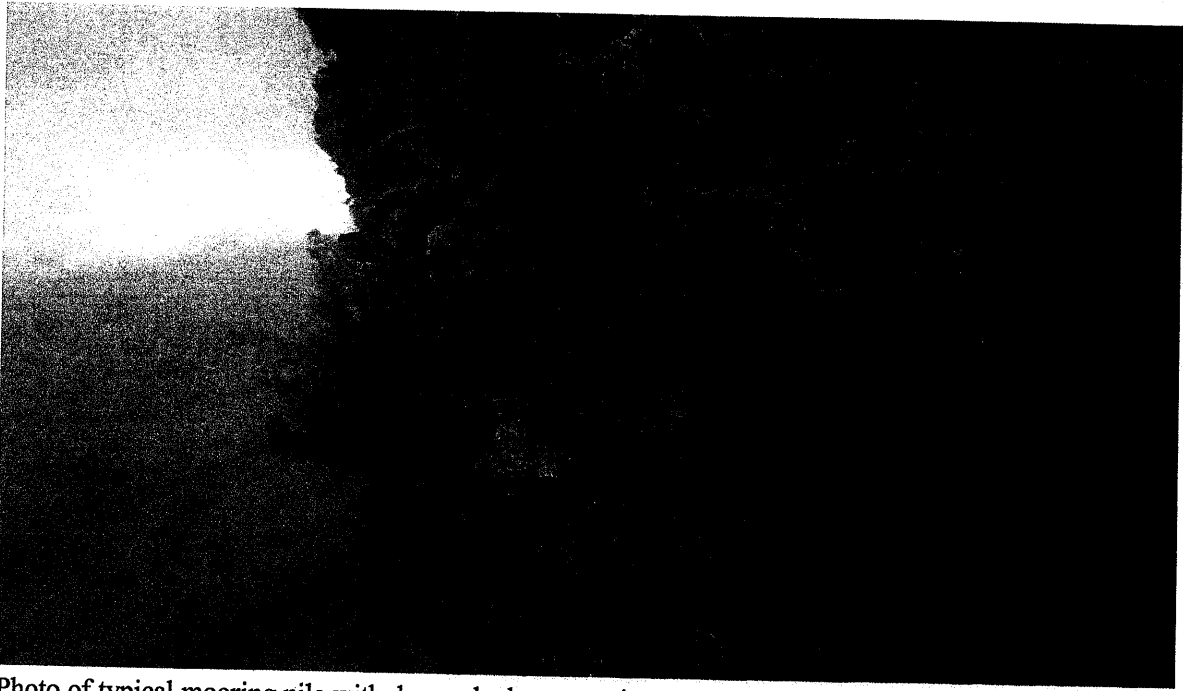


Photo of typical mooring pile with dense algal community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.

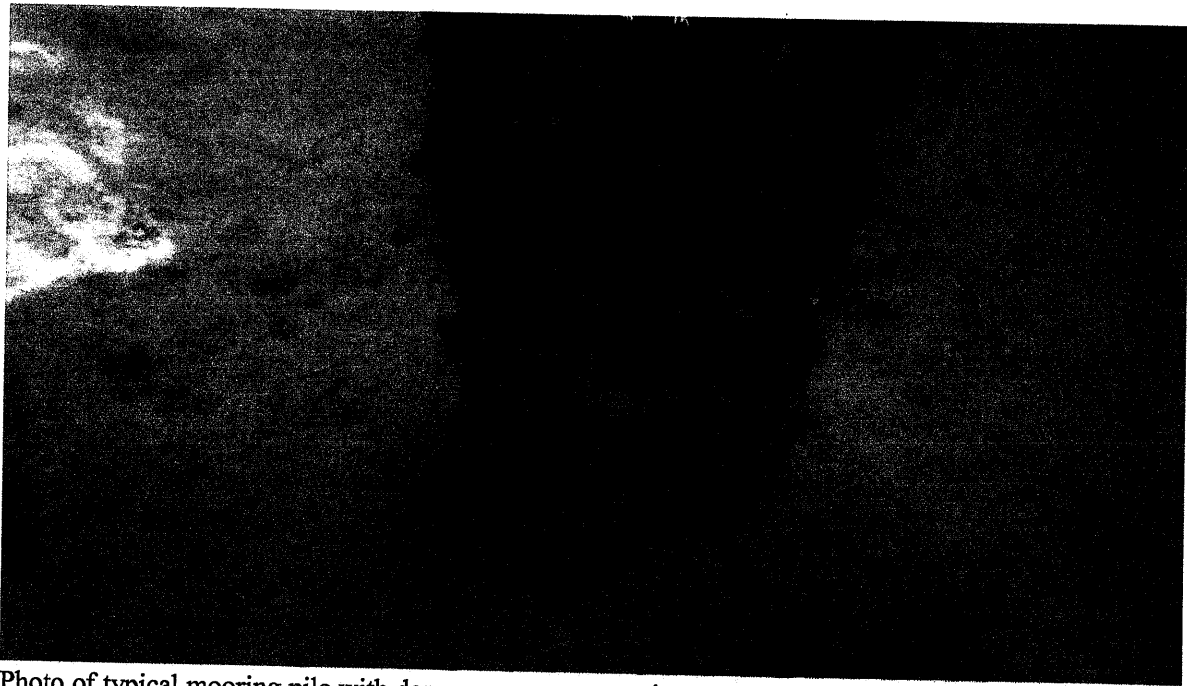


Photo of typical mooring pile with dense sponge community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.

Add #2

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Dolphin Pier— Benthic Resource Assessment

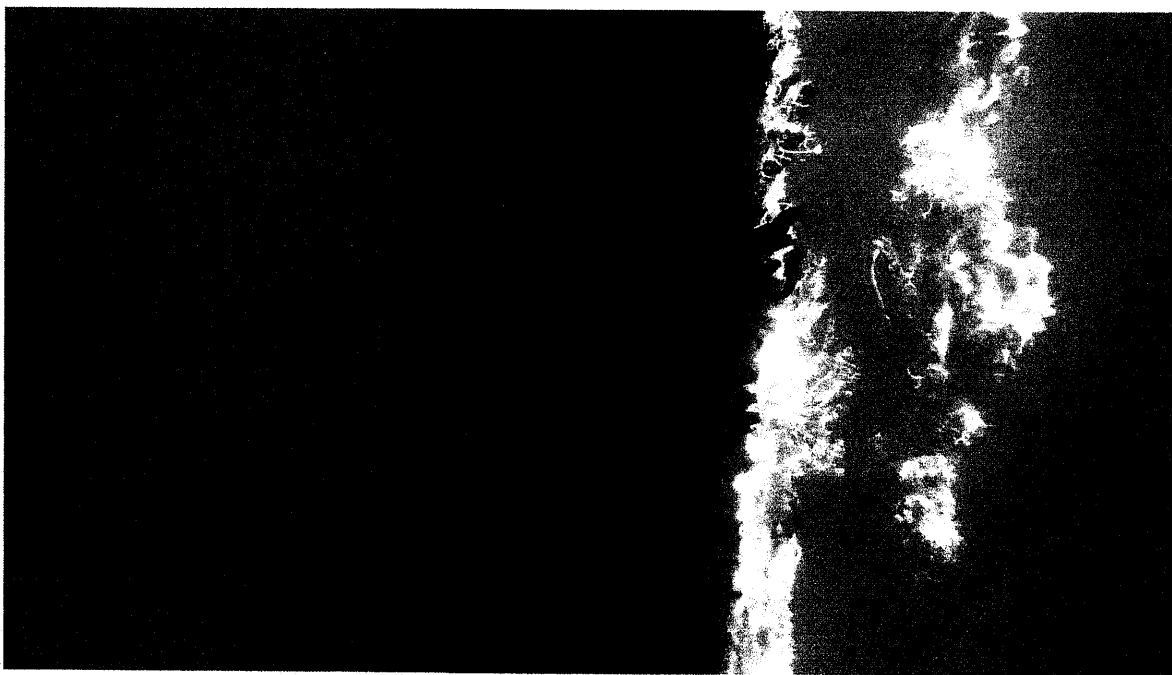


Photo of typical pier support pile with dense algal community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.

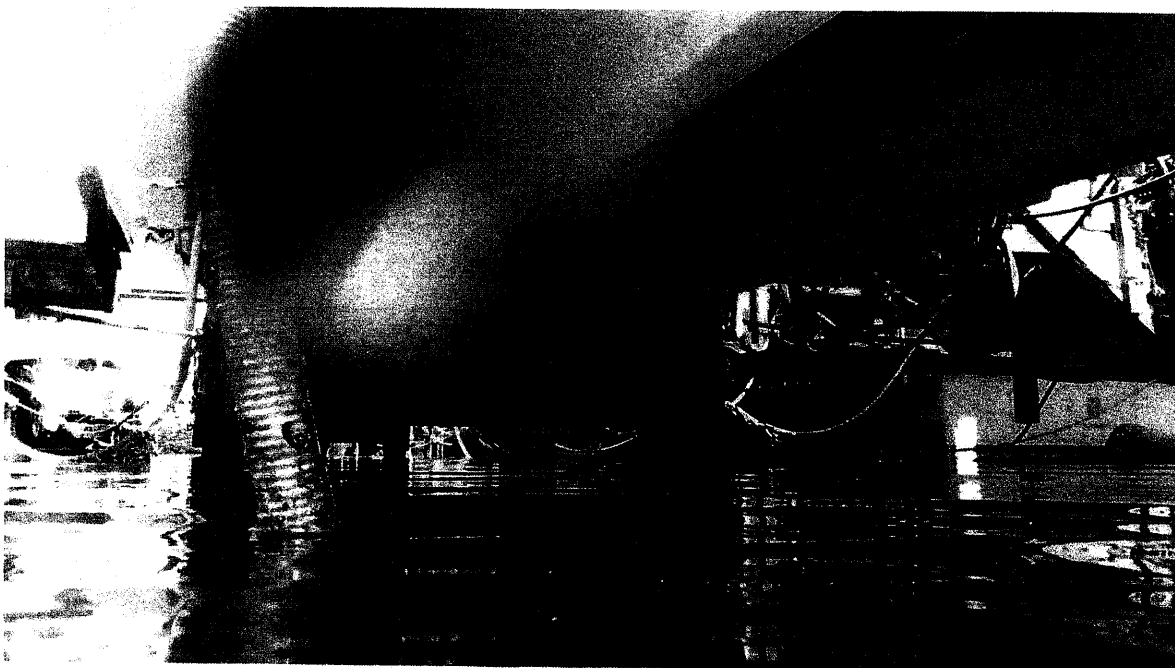


Photo of typical pier support piles showing extensive damage. Replacement of the pier is needed to prevent a structural failure.

Add #2

De



**PORT & MARINE SERVICES**

201 William Street  
Key West, FL 33040

**ADDENDUM NO. 1**

**DOLPHIN PIER REPLACEMENT  
CITY MARINA at GARRISON BIGHT  
ITB #17-015**

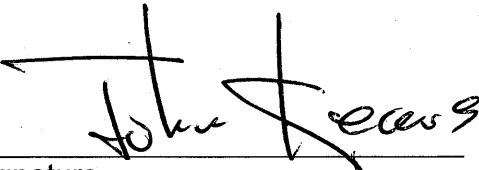
The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**GENERAL NOTES and CLARIFICATIONS:**

The owners estimated project cost is \$890,000.

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

Kearns Construction Company  
Name of Business

**RECEIVED**

MAY 08 2017

KEARNS CONSTRUCTION CO.





# BID DOCUMENTS

For

## ITB #17-015 DOLPHIN PIER REPLACEMENT CITY MARINA AT GARRISON BIGHT

KEY WEST, FLORIDA  
MONROE COUNTY



Mayor:	Craig Cates
Commissioners:	Jimmy Weekley Samuel Kaufman Billy Wardlow Richard Payne Margaret Romero Clayton Lopez
City Manager:	James Scholl

Key West Project # GB75511602

Stantec Project No.: 215613443

APRIL 2017

RECEIVED

MAY 08 2017



KEARNS CONSTRUCTION CO.

A handwritten signature in black ink, appearing to be "J. Scholl", is written over the bottom right corner of the page.

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## **INVITATION TO BID**

Sealed bids for the City of Key West, City Marina at Garrison Bight, will be received at the Office of the City Clerk, City of Key West, 1300 White Street., Key West Florida, 33040 until **3 p.m., May 31, 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, and two (2) flash drives each, with one single PDF file of the entire bid package.** Bid package is to be enclosed in a sealed envelope, clearly marked on the outside **"BID FOR ITB#17-015: DOLPHIN PIER REPLACEMENT GB75511602"** addressed and delivered to the City Clerk at the address noted above.

The project proposes to demolish the existing concrete and wood Dolphin Pier and replace it with a new floating dock, approximately 170 feet in length, with eight 35ft long finger piers (with up to 16 slips). The proposed facility is located between Palm Avenue Causeway and N. Roosevelt Blvd at City Marina at Garrison Bight. The floating dock facility will include potable water, fire protection, electrical and sanitary sewer systems, and will be access from the south via a new gangway ramp from the existing adjacent concrete / paver walkway.

Drawings and Specifications may be obtained from Demand Star by Onvia and the City of Key West Website. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).

**A Mandatory Pre-Bid meeting** will be held at the City Marina at Garrison Bight Dockmaster Office, 1801 N Roosevelt Blvd, Key West, Florida on May 23, 2017 at 2:30 PM.

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

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

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



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

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

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

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

For information concerning the proposed work, contact Karen Olson, Deputy Port and Marine service director by email at [kolson@cityofkeywest-fl.gov](mailto:kolson@cityofkeywest-fl.gov). Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

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

\* \* \* \* \*



## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

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

#### B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 10 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 Bid, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

#### C. DRAWINGS

Details of construction are bound separately.

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

### 3. QUALIFICATION OF CONTRACTORS

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

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

4. BIDDER'S UNDERSTANDING

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

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

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

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

5. TYPE OF PROPOSAL

A. LUMP SUM

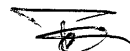
Bidders shall submit a Bid on lump sum basis as set forth in the Bid Form.

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

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Bid form must be filled in for all schedules and associated parts, as required, preferably in BLACK ink. All price information shall be clearly shown in figures where required. No changes shall be made in



the phraseology of the forms. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. DESCRIPTION OF SUPPLIERS

Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

C. SIGNATURE

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

D. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West.

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

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.





4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

E. ATTACHMENTS

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

1. Anti Kickback Affidavit.
2. Public Entity Crimes.
3. Key West Indemnification Form.
4. Domestic Partner Affidavit.
5. Local Vendors Form.
6. Cone of Silence Affidavit.

H. ANTI-KICKBACK AFFIDAVIT

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

G. PUBLIC ENTITY CRIMES

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

H. KEY WEST INDEMNIFICATION FORM

The Bidder shall submit a signed and sealed Key West Indemnification Form with Bid on the form provided herein.



I. DOMESTIC PARTNER AFFIDAVIT

The Bidder shall submit a signed and notarized Domestic Partner Affidavit with Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

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

8. LOCAL PREFERENCE

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

9. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith. The Bidder shall submit one **(1) original, two (2) FLASH DRIVES WITH A SINGLE PDF FILE OF THE FULL PROPOSAL** and all required bonds, attachments, and forms.

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.

10. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed



and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids, unless the time specified in paragraph Award of Contract of these Instructions to Bidders shall have elapsed.

11. BID SECURITY

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

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

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

12. RETURN OF BID SECURITY

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

13. AWARD OF CONTRACT

The award will be made under one Contract by the Owner on the basis of the total Lump Sum Base Bid from the lowest, responsive, responsible Bidder.

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 calendar days after the opening of Bids.



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

14. EXECUTION OF CONTRACT

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

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the Owner, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects.

B. POWER-OF-ATTORNEY

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

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



16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

17. PERFORMANCE OF WORK BY CONTRACTOR

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

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

18. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work authorized is stated in the Bid

The term of this contract is 120 calendar days.

**END OF SECTION**



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

**BID FORM**

To: The City of Key West  
Address: 1300 White St., Key West, Florida 33040  
Project Title: Dolphin Pier Replacement - City Marina @ Garrison Bight

City of Key West Project No.: GB75511602 (ITB# 17-015)

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

Name:

John Kearns CFO

Telephone:

305 975 8878 cell  
305 461 0310 office

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

**CONTRACT EXECUTION AND BONDS**

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

**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.



## GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. 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.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, 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 the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. 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.
- G. 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.
- H. 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 Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.



- K. The insurance coverage and limits required of the Contractor under this Contract 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 Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give 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 Contract, except for the application of the Aggregate Limits Provisions.
- O. 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 interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors 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 City upon request.

#### SPECIFIC INSURANCE COVERAGES AND LIMITS

- A. All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- B. 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 Contract for all employees engaged in this work under





this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

**United States Longshoremen and Harbor Workers (USL&H)** coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

**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. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

**Marine General Liability Insurance** shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury &	\$2,000,000.00 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 Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

**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 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 &

Property Damage Liability \$1,000,000.00 Combined Single Limit Each

Accident

**Watercraft Liability Insurance** The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 90 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000 per day for each day that expires after the time specified for Final completion.

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

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, \_\_\_\_\_, \_\_\_\_\_, (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. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

#### PUBLIC ENTITY CRIMES

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

#### COMBINED UNIT PRICE AND LUMP SUM WORK

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

#### PERMITS

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department.

See  
Add # 2

Dolphin Pier Dock Replacement  
City Marina at Garrison Bight  
Key West, Florida, Florida  
Stantec Project No. 215613443

**BID FORM**

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, 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.

Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>				
Mobilization/staging and Demobilization, including City of Key West Permit	1	LS	\$	\$
Relocation of existing boats to King Fish Pier and return to Dolphin Pier at end of project including installation and removal of temporary mooring piles	1	LS	\$	\$
Demolition of Existing Wood and Concrete Pier and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier	1	LS	\$	\$
Furnish and install Main Floating Pier (12'w by 40'l)	480	SF	\$	\$
Furnish and install Main Floating Pier (10'w by 130'l)	1300	SF	\$	\$
Furnish and install Finger Piers (4'wx35'l)	1120	SF	\$	\$
Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Interior and Exterior)	16	EA	\$	\$
Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Interior and Exterior)	16	EA	\$	\$
Pile Collars	16	EA	\$	\$
Furnish and install Aluminum Access Ramp (5'wx30'l)	1	EA	\$	\$
Furnish and install accessories (15" Cleats: Main Pier/finger)	80	EA	\$	\$
Electrical System per Stantec Plans and Specifications, including new CATV/Phone Cabinet	1	LS	\$	\$
Potable Water System per Stantec Plans and Specifications	1	LS	\$	\$
Sewer System per Stantec Plans and Specifications	1	LS	\$	\$
Fire System per Stantec Plans and Specifications	1	LS	\$	\$
As-builts	1	LS	\$	\$
Product information and Warranty Certificate Binder	1	LS	\$	\$
Performance & Payment Bond	1	LS	\$	\$
Safety Act	1	LS	\$	\$
General Allowance (Only to be used with owners' written permission)				\$25,000
<b>Total Base Bid</b>				<b>\$</b>

*[Handwritten signature]*

**FLORIDA BID BOND**

BOND NO. n/a

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Kearns Construction Company  
4101 Branganza Avenue, Miami, Florida 33133

hereinafter called the Contractor (Principal), and Hartford Fire Insurance Company  
One Hartford Plaza, Hartford, CT 06155

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(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 presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for GB 75511602  
Dolphin Pier Replacement ITB #17-015.

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 Owner),  
equipment, machinery, tools, apparatus, means of transportation for, and the performance of  
the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Dolphin Pier Replacement - City Marina at Garrison Bight - GB75511602 (ITB 17-015)

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 Owner 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 awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the 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 31<sup>st</sup> day of May, 2017.

Kearns Construction Company

Principal

By:

Hartford Fire Insurance Company

Surety

By:

Attorney-In-Fact - Charles J. Nielson

END OF SECTION

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-229752

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | 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 May 31, 2017.

Signed and sealed at the City of Hartford.



Kevin Hect

*Kevin Hect*

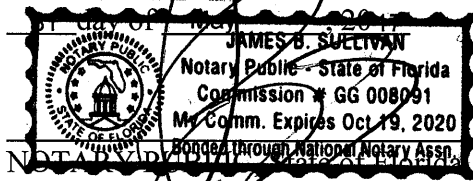
**ANTI-KICKBACK AFFIDAVIT**

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: John W. Kearns  
John W. Kearns

Sworn and subscribed before me this



at Large

My Commission Expires:

10/19/2020

**END OF SECTION**

5





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).

X 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, 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 by 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).

T

John Kearns  
(signature)  
May 31, 2017  
(date)

STATE OF Florida

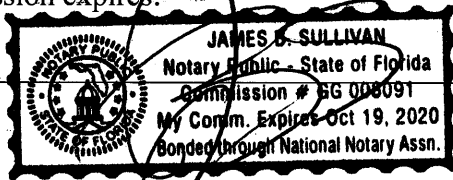
COUNTY OF Miami-Dade

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 31st of May, 2017.

My commission expires:



NOTARY PUBLIC

T

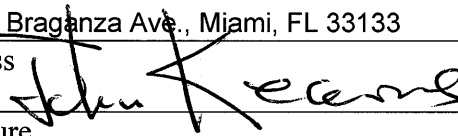
**CITY OF KEY WEST INDEMNIFICATION FORM**

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: Kearns Construction Company

SEAL:

4101 Braganza Ave., Miami, FL 33133  
Address  
  
Signature  
John W. Kearns  
Print Name  
CFO  
Title

DATE: May 31, 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

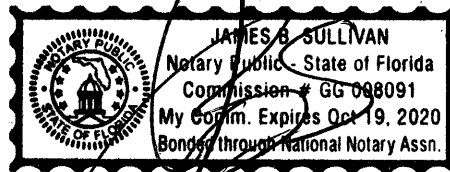
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

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

*John Kearns*

Sworn and subscribed before me this 31st day of May 20 17.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires:

*10/19/2020*

\* \* \* \* \*

*Tk*

CONE OF SILENCE AFFIDAVIT

STATE OF Florida )

: SS

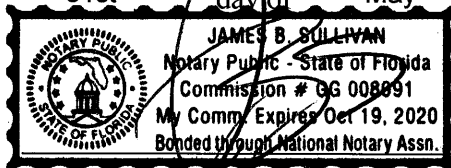
COUNTY OF Miami Dade County )

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

31st day of May 2017.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 10/19/2020

**CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

**<http://www.keywestcity.com/egov/docs/1162843921181.htm>**



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

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

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

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

Business Name **Kearns Construction Company**

Phone: **305-461-0310**

Current Local Address: **4101 Braganza Ave, Miami, FL 33133**  
(P.O Box numbers may not be used to establish status)

Fax: **305-461-1892**

Length of time at this address

*John W. Kearns*  
Signature of Authorized Representative

May 31, 2017

Date

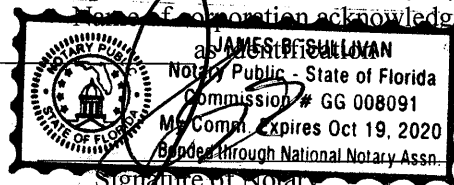
STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 31st day of May, 2017.

By John W. Kearns *CFO*, of Kearns Construction Company  
(Name of officer or agent, title of officer or agent)

or has produced FL DR  
(type of identification)



Signature of Notary

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

Print, Type or Stamp Name of Notary

*CDO*

Title or Rank

*JK*



## 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.   | [X] |
| 2.  | All blank spaces in Proposal filled in, using black ink.   | [X] |
| 3.  | Total and unit prices added correctly.   | [X] |
| 4.  | Addenda acknowledged.  | [X] |
| 5.  | Subcontractors are named as indicated in the Proposal.   | [X] |
| 6.  | Experience record included.  | [X] |
| 7.  | Bid signed by authorized officer.  | [X] |
| 8.  | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.  | [X] |
| 9.  | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.  | [X] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [X] |
| 11. | Bid submitted intact with Bid Bonds and affidavits   | [X] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.  | [X] |
| 13. | Bidder must provide satisfactory documentation of State Licenses   | [X] |
| 14. | Anti-Kickback Affidavit.   | [X] |
| 15. | Public Entity Crimes.  | [X] |
| 16. | Local Vendor Certification.  | [X] |
| 17. | Domestic Partner Affidavit   | [X] |
| 18. | City of Key West Indemnification Form.   | [X] |
| 19. | Cone of Silence Affidavit.   | [X] |