

REQUEST FOR QUOTE City Marina at Garrison Bight

1801 N. Roosevelt Blvd. Key West, FL 33040

May 17, 2019

The City of Key West is requesting quotes for the equipment, labor and materials necessary to repair the existing boat ramp by filling a 20'Wx6'Lx1.6"D void below existing concrete slab as described in the Scope of Services.

Scope

The project will require the repair of an area of substrate underneath the existing boat ramp concrete slab that has suffered erosion or a loss of materials, gravel, concrete, creating a void area approximately 20 feet wide, 18 inches deep and 6 feet long into the underlying area of the boat ramp concrete slab.

The repairs to the boat ramp are to be made in a fashion as to not affect the structural integrity of existing concrete boat ramp slab that is in good condition.

The contractor shall core drill thru the concrete slab and pump concrete 5,000psi mix into the void until the eroded cavity is filled. The project also requires some small concrete patching to be made to the concrete slab repairing, cracks, holes or any notable damage to the concrete slab boat ramp surface. Contractor to provide any forms required to complete the work.

The contractor shall be responsible for managing and minimizing any turbidity issues caused by the repair work and will deploy barrier boom curtains to prevent any release on the environment.

Please fax or email quotes to Mark Tait at 305-293-6477 or mtait@cityofkeywest-fl.gov.

Questions or to arrange a site visit, please contact Mark Tait, Marinas Manager, at 305-809-3985 or mtait@citvofkeywest-fl.gov

CERTIFICATES OF INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

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

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

The City of Key West confirms that the scope of services specified in the Contract requires work on or near a navigable waterway. Water description: City of Key West Mooring Field. Therefore, the CONTRACTOR's workers' compensation policy shall be endorsed to provide the following:

Workers Compensation/Employer Liability
 USL&H Coverage (Longshore and Harbor Workers' Compensation Act) Endorsement
 WC 000106A
 Jones Act Coverage* Endorsement WC 000201A

Note: Jones Act (Crew) coverage may be provided under the P&I policy, if Contractor is using an OWNED vessel during the course of the work.

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

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

BID SCHEDULE

BOATRAMP REPAIR CITY MARINA @ GARRISON BIGHT

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

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

1.	<u>Mobilizat</u>	ion, Cor	itract I	Requirements an	d De	mobiliza	<u>tion</u>			
	a.	Mobili				each		300.		
	b.	Contra	ct Req	uirements	1	each	S /	1000 in	,	
	C.	Demob				each	\$	3000	_	
		1	LS	(10% of Consti	uctic	n Cost N	vlax.)		\$_	16000
2.	Permit Fe	es (to be	e paid	at cost)						
		1	LS						\$_	1.000.00
3.	5.000psi I	Pump M	іх Сог	ncrete (includes	all la	ibor, equ	tipme	nt and mate	erial)	
		7.4	CY	Unit Price/C	Y \$_	285	3_	TOTAL	\$	21400
4.	Patch Con	crete R	ump S	urface Defects (inclu	des all la	abor, o	quipment	and n	naterial)
		1	LS					TOTAL	\$	5900
5.	General A	llowanc	e (onl	y to be used wit	h Ov	vner's w	ritten	approval)		
		1	LS						\$	1.500,00

TOTAL OF ALL EXTENDED LINE ITEMS LESTED ABOVE:

Total of hump sum stems 1	• 5	5_3/_	900
JULIANY ONE	Topo your for it worker.	Dollan & Sty	Cata
	submitted in compliance with all lat I am authorized by the owner is identified below		
	POIL KW L		
Contact Name & Telephon	Bruce T. Kor	of 505-79	27 495
Email Address bky	ose bellworth me	Supreme /	764

ANTI-KICKBACK AFFIDAVIT

STATE OF FLOCICA
: 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: BRUCE T. Kjas Of TK
Sworn and subscribed before me this 21 day of 2019
Madeline Tensa Coss. NOTARY PUBLIC, State of Florida at Large
My Commission Expires: MADELINE TERESA CORSI Notary Public - State of Florida Commission # GG 233933 My Comm. Expires Oct 26, 2022 Bonded through National Notary Assn.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)	
SS COUNTY OF MONROE)

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

BY SINCE 1. YOS

Sworn and subscribed before me this

_ day of _

, 2019,

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Notary Public - State of Florida
Commission # GG 233933
My Comm. Expires Oct 26, 2022
Bonded through National Notary Assn.

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

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

1.	This sworn statement is submitted with Bid or Proposal for Seat Ramp Reprin
	City MANINE @ GATHON BIGHT 934,300
2.	This sworn statement is submitted by RDI-/CW UC (name of entity submitting sworn statement)
	whose business address is 2111 STARLES ALE KEY WEST 72304.
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	81-26690748
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is BAUCE T. K. 55
	(please print name of individual signing)
	and my relationship to the entity named above is
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
	1. A predecessor or successor of a person convicted of a public entity crime; or
	2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered

an affiliate.

- I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural 7. 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.
- Based on information and belief, the statement which I have marked below is true in relation to the entity 8. submitting this sworn statement. (Please indicate which statement applies).

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

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

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

affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

FLOUDA

MONDOE COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Who, after first being sworn by me, affixed his/her

(name of individual signing)

signature in the space provided above on this

My commission expires:

MADELINE TERESA CORSI Notary Public - State of Florida Commission # GG 233933 My Comm. Expires Oct 26, 2022 Bonded through National Notary Assn.

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.

	20	I-KWUC	
CONTRACTOR:	Address	I-KWLLC 2/1/ STADLES AVE KEY WEST, 72-3700	_ SEAL
		11-1/2	
	Signature	15-1-60	-ē
		BRUCE T. KJas	
	Print Name		_
		OWNER OFFICE	_
	Title		
DATE:		06/20/19	

10

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Fronda
: SS
COUNTY OF MANNEY
I, the undersigned hereby duly sworn, depose and say that the firm of
PAT-KW LLC
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:
Sworn and subscribed before me this 2/ day of 202.
Maddless Teress Corsi' NOTARY PUBLIC, State of Florida at Large
My Commission Expires:
MADELINE TERESA CORSI Notary Public - State of Florida Commission # GG 233933 My Comm. Expires Oct 26, 2022 Bonded through National Notary Assn.

CONE OF SILENCE AFFIDAVIT

STATE OF Fron Ja
₫ SS
COUNTY OF MONROE
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers directors, employees and agents representing the firm of
have read and understand the limitations and procedures regarding communications concerning
City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.
By:
Sworn and subscribed before me this
21 day of
Madeline Jensa Corsi
NOTARY PUBLIC, State of FLORIDA at Large
My Commission Expires: MADELINE TERESA CORSI Notary Public State of Florida Commission # GG 233933 My Comm. Expires Oct 26, 2022 Bonded through National Notary Assn.

CONTRACT AGREEMENT

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30 PI	
This Contract, made and entered into day of June	20/9
by and between the City of Key West, hereinafter called the "Owner", and hereinafter called the "Contra	
PDZ - KW, LL hereinafter called the "Contra	actor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for BOAT RAMP REPAIR – CITY MARINA @ GARRISON BIGHT

Key West, Florida to the extent of the Bid made by the Contractor, dated the day of Jule, 20 15, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID SCHEDULE, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within twenty-one (21) calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty

20	_ day of _	JING	A.D., 20_/9
			CITY OF KEY WEST
			Ву
			Printed
			Title
			CONTRACTOR By
			Printed Buce T. 14s
			Printed Bruce T. Kos Title Owner Joseph
PPROVI	ED AS TO	FORM	

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

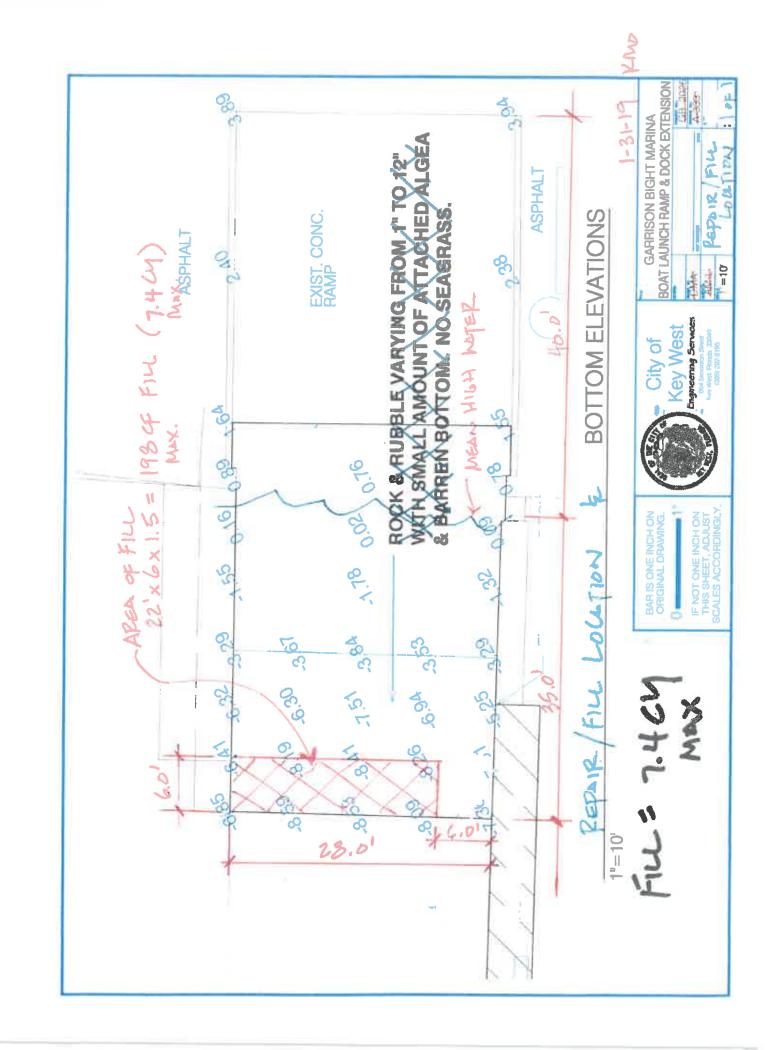
A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

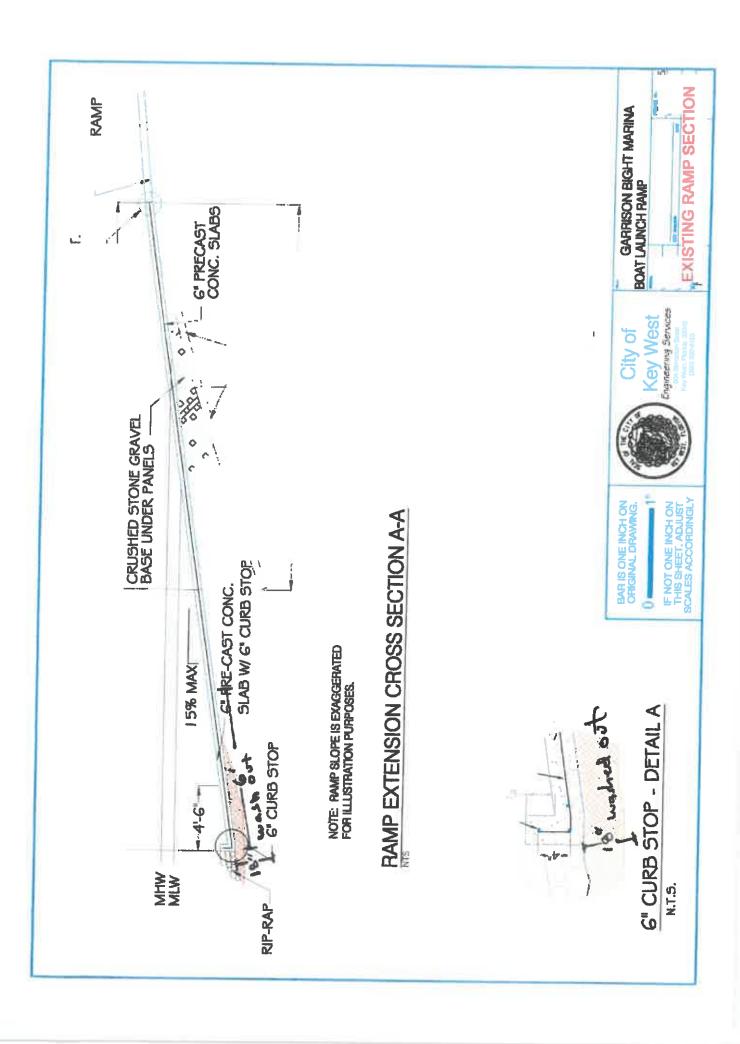
City of Key West Business License Tax Receipt may be found on the city website.

http://www.keywestcity.com/egov/docs/1162843921181.htm

CITY MARINA AT GARRISON BIGHT PROJECT AREA









FLORIDA DEPARTMENT OF Environmental Protection

South District Branch Office 2796 Overseas Highway, Suite 221 Marathon, FL 33050 South District@FloridaDEP.gov Ren DeSantis Governor

Jeanstie Nuitez Lt. Governor

Neets Valenstein Secretary

February 4, 2019

City of Key West at Garrison Bight 1801 North Roosevelt Boulevard Key West, Florida 33040 dHawthorne@CityOfKeyWest-FL.gov

File No.: 0116528-013-EE, Monroe County

Dear Applicant:

On January 16, 2019, we received your request for verification of exemption to perform the following activities:

To repair/maintain a public boat ramp in the same location and configuration at 1801 North Roosevelt Boulevard, Key West, Florida 33040, Parcel ID No. 0072070 000000 in Garrison Bight, Class III Waters, Section 32, Township 67 South, Range 25 East, Monroe County.

Your request has been reviewed to determine whether it qualifies for (1) a regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for the federal review portion portion(s) of this verification request. Additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact us by telephone at (239) 344-5600 or by e-mail at SouthDistrict@floridadep.gov.

File No: 0116528-013-EB

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1. Regulatory Review - VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(5)(e), Florida Administrative Code, and Section 403.813(1)(c) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review - NOT REQUIRED

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapter 253 of the Florida Statutes, or Chapters 18-20 or 18-21 of the Florida Administrative Code.

3. SPGP Review - NOT APPROVED

Your proposed activity as outlined on your application and attached drawings does not qualify for Federal authorization pursuant to the State Programmatic General Permit and a SEPARATE permit or authorization shall be required from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: http://www.sai.usace.armv.mil/Divisions/Regulatory/sourcebook.htm.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit," Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

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NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action. The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be

File No: 0116528-013-EE

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filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

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EXECUTION AND CLERKING

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Megan Mills

Permitting Program Administrator

South District

Enclosures:

3 Project drawings 62-330.051(5)(e), F.A.C./403.813(1)(c), F.S.

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

U.S. Army Corps of Engineers, Miami Office, SEAppls@usace.army.mil

FILING AND ACKNOWLEDGMENT

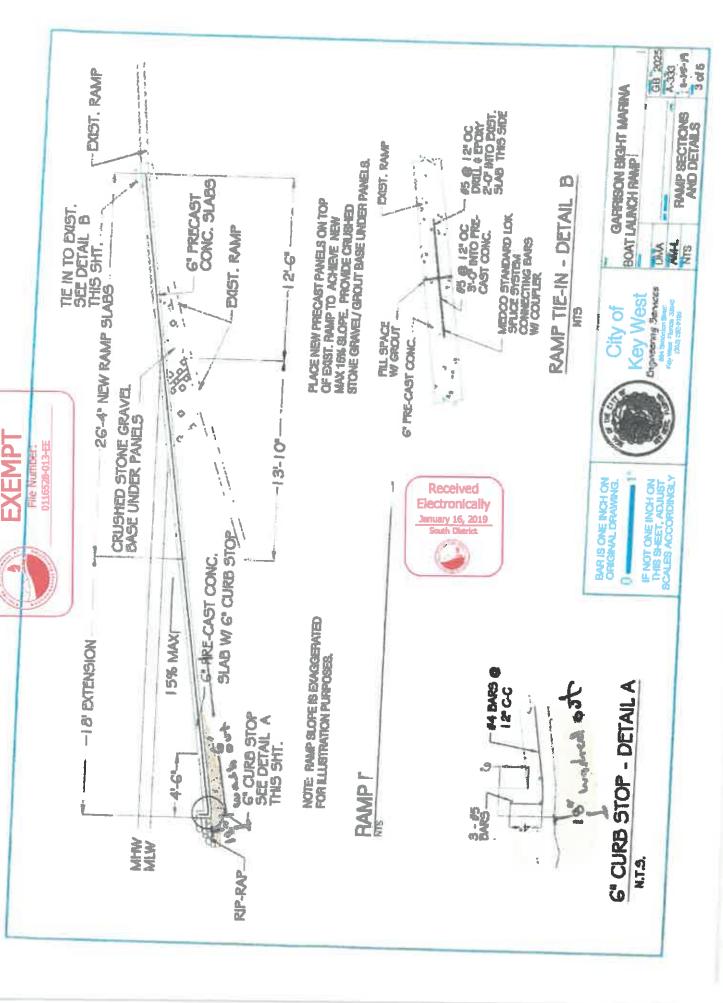
FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.

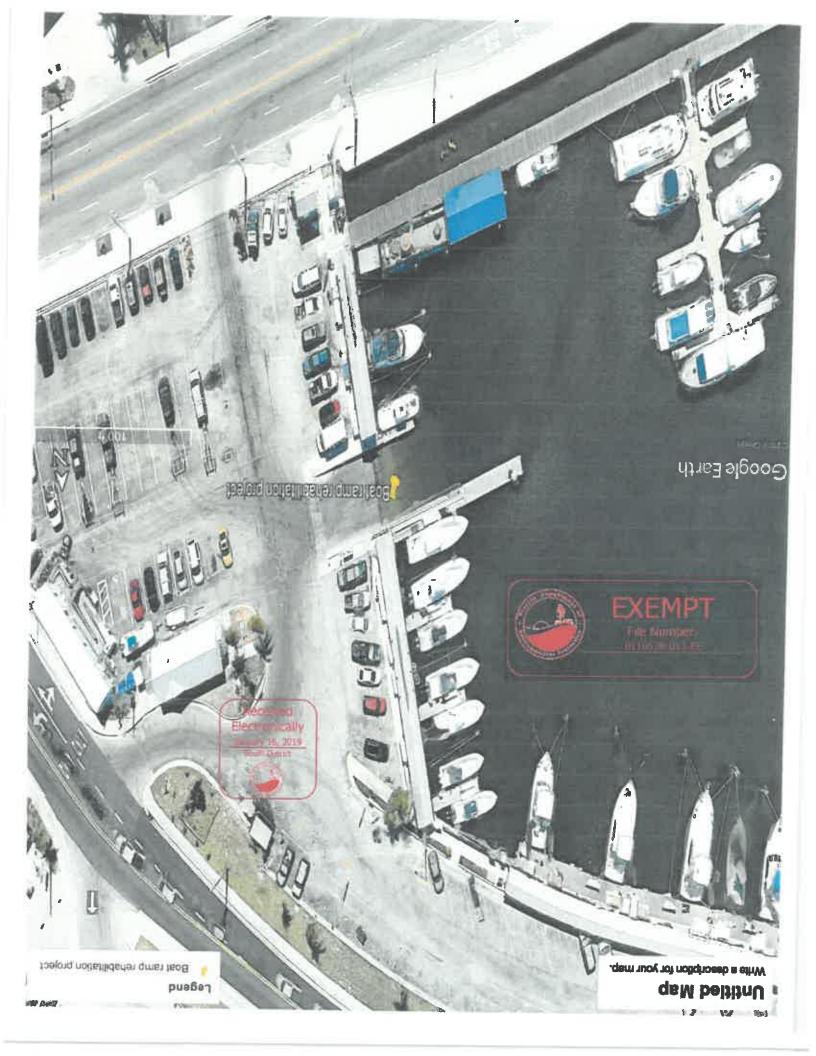
Barbara Browning

February 4, 2019

Clerk

Date











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62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work -

(e) The construction and maintenance to design specifications of boat ramps in accordance with section 403.813(1)(c), F.S., where navigational access to the proposed ramp currently exists:

1. In artificial waters and residential canal systems; or

2. In any wetland or other surface waters when the ramps are open to the public; and

3. The installation of docks associated with and adjoining boat ramps constructed as part of the above ramps is limited to an area of 500 square feet or less over wetlands and other surface waters.

Section 403.813, Florida Statutes Permits issued at district centers; exceptions.—

- (1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:
- (c) The installation and maintenance to design specifications of boat ramps on artificial bodies of water where navigational access to the proposed ramp exists or the installation of boat ramps open to the public in any waters of the state where navigational access to the proposed ramp exists and where the construction of the proposed ramp will be less than 30 feet wide and will involve the removal of less than 25 cubic yards of material from the waters of the state, and the maintenance to design specifications of such ramps; however, the material to be removed shall be placed upon a self-contained upland site so as to prevent the escape of the spoil material into the waters of the state.



CALABORATE SAND

\$2,00,00019 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND COMPERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE GOVERAGE AFFORDED BY THE POLICES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT SETWEEN THE ISSUING INSURERIES, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. NET OR TARK! If the contribute holder is an ADDITIONAL INSURED, the policyties) must have ADDITIONAL INSURED provisions or be encorred If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A resternent on this certificate dose not confer rights to the curtificate holder in lieu of such endorsement(s). And a second Marie Gonzalez 162 265, min Porter Afen Conpens (301) 796-7965 (208) 294-2542 \$13 Southerd Street mana@porterallencompany.com маштопру личномо сочеллое монера и Мехит Indemnity Company NAC F Key Wast No. NUMBER MELTINE S HOW MAN LLE MANAGE C 518 day 2 - 4261 MELACK D NEURES C. Que mand FL 33040 BRUPER F CERTIFICATE NUMBER: CLYSTOMSSE COVERAGES REVISION NUMBER: WE STO CERTAIN THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE WILLIAMS SAMED HAVE FOR THE POLICY PERIOD. INDICATED. NOTWITHS IMMOVIOURNIT REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR CITIES DOCUMENT WITH RESPECT TO WHICH THIS CRETY CATE MAY BE ISSUED OR MAY PERTING. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICES, LIMITS SHOWN MAY HAVE SEEN REDUCED BY PAID CLAIMS. NUMBER OF STREET PARTER PARTER TYPE OF INSURANCE POLICY NAMED COMMERCIAL SENSOR, UNBLUTY + 505,008 DAMES TO SECURE DUAMERINGE X OCCUR 198 000 LESS MEDICAL MALARAMA BOG-0023921 43 10/17/00/18 10/17/2018 1,000,000 PERSONAL A KIND WARD 2.000.000 DEVELOPED THE LINE APPLIES PER DEMERNLADORSSATS £ 2,000,000 × 1000 🗆 🗯 🗆 100 PRODUCTS - COMPOPAGE CONCR. COMMENT SPECIAL CHAPTER AND ADDRESS OF THE PARTY. AUTOMOBILE LINELITY MET MUTTO П NO-FORMED NOTOS NON-CHRISTO NOTOS DIN Y DHINES AUTOS ONLY BOOKS NAMES IN HIS П TO ONE PROPERTY DOWNERS I я UNIONITLIA CINE - #-6AOH DOOLHROWS DECEMBAND. CLEWS-WICE ADDRESATE. WETENDON B MORKENS COMPENSATION AND EMPLOYERS LABOURS 2Short Managery & Sel Menagery & Sel Menagery & Sel \$1, \$400 ACCOUNT EL DOBASE SASAPLOYSE | R AN ARROST CHEST CONT. SHOW EL DEBNE POUCY (MF OF STREET, OF STREET, ASSESSED AND ASSESSED ASSESSED ASSESSED AND ASSESSED ASSESSED ASSESSED ASSESSED ASSESSED. CLATHED SENERAL CONTRACTOR AND REAL PROPERTY OF THE PARTY OF THE REAL PROPERTY CENTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANODILED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Car of the Year FO GOT to 33044

ACORD 25 (2016/03)

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6/19/2019

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

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International Special Risks 50 Salem Street Building B, 3rd Floor	8	CONTACT ASSOC. Diving Cont PHONE (A/C, No, End): (781) 295-0270 PAX (A/C, No, End): (781) 246-7830 E MAIL ADDRESS:	,
		NSURER & American Longshore Mutual Assoc.	NG#
4 Bamboo Tarrace Ray West FI 3	33040	NBURER C: NBURER D: NBURER E:	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCIRD 101, Additional Remarks Schedule, may be attached if more space is required) 30 days notice of cancellation except 10 days for non payment of premium.

CERTIFICATE HOLDER	CANCELLATION
RDI-KW 2111 Staple Ave Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
•	AUTHORIZED REPRESENTATIVE
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	@ 4000 2044 ACODD CORDOD ATTOM AN ALLAND



DATE (MM/DD/YYYY) 06/19/2019

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

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6/19/2019

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PRODUCER	NAME: ABSOC. Diving Cont					
International Special Risks	Dispare					
50 Salem Street	PHONE (781) 295-0270 FAX (AC, No. Exq. (781) 246-7830 F-MAX. ADDRESS:					
Building B, 3rd Floor	ADDRESS:					
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30 day notice of cancellation except 10 days for	DOR DEVINERT OF DESCRIPTION.					

CERTIFICATE HOLDER

CANCELLATION

City Marina at Garrison Bight 1801 N Roosevelt Blvd Key West, FL 33040 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Macquarrie/JBROWN

Edylun Margania

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6/19/2019

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

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

PRODUCER			NAME Assoc. Diving Cont	
International Special Risks 50 Salem Street			PHONE (AIC, No. Ext): (781) 295-0270 FAX (AIC, No): (781) 2-	45-7026
			PHONE (AG, No, Ext;: (781) 295-0270 FAX (AG, No): (781) 2-1 ADDRESS:	40-1020
Building B, 3rd Floor			RIBURER(S) APPORDING COVERAGE	MAY: 4
Lynnfield	MA	01940	Manufacturers Alliance Insuance Co.	36897
Maritime Resources LLC 4 Bamboo Terrace			MSURER B: American Longshore Mutual Assoc.	
			INSURER D:	
Key West	FL	33040	INSURER E:	
COVERAGES		CERTIFICATE NUMBER		

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

TYPE OF INSURANCE	ADDL-80		POLICY EFF	POLICY EXP	Likers
COMMERCIAL GENERAL LIABILITY	11115			THIS COLUMN	EACH OCCURRENCE &
CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Es occurrence) \$
çanışık iş					MED EXP (Any one person) S
					PERSONAL & ADV INJURY \$
GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
POLICY PRO-					PRODUCTS - COMPIOP AGG \$
OTHER:	-				8
					COMBRED SINGLE CART (FA scoldent)
ANY AUTO ALL OWNED SCHEDULED					SODILY INJURY (Per patson) 5
AUTOS AUTOS					BODILY (NJURY (Per socident) S
HIRED AUTOS AUTOS					PROPERTY DAMAGE \$ (Per socident)
1 1404 Comment of a bound	_				S
UMBRELLA LIAB OCCUR					EACH OCCURRENCE S
EXCESS LIAB CLANAS-MAI	DE				AGGREGATE S
WORKERS COMPENSATION					s
AND SMPLOYERS LIABILITY	N	ALMR01810-02	8/8/2018	8/8/2019	X STATUTE ER
OFFICERMEMBER EXCLUDED?	N/A	USLEE Coverage			EL EACH ACCIDENT 8 1,000,00
Mandatory in NH)		0913707¥	8/8/2018	8/8/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,00
If yes, describe under DESCRIPTION OF OPERATIONS below	i	State Act Coverage			EL DISEASE - POLICY LIMIT 1 000 00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be effected if more space in required) 30 day notice of cancellation except 10 days for non payment of premium.

CERTIFICATE HOLDER	CANCELLATION
Key West Bight Marina 201 William Street Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	S Macquarrie/JBROWN

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