

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

**BID**

To: The City of Key West  
Address: 3126 Flagler Street, Key West, Florida 33041  
Project Title: KEY WEST HISTORIC SEAPORT  
PILING REPLACEMENT & PIER REPAIR  
ITB #15-019

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

Company Name: EARTH TECH Enterprises Inc  
Contact Name & Telephone #: Chris Gehring 239-571-0204  
Email Address: lisa @ EARTHTECH ENTERPRISES. COM

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents 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 (Not required as part of this contract) and Payment Bond (Not required as part of this contract) 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.

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Contractors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 90 calendar days after the date of the Notice to Proceed.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,  
3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 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1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311

## BID PROPOSAL FORM

NOTE: THE TOTAL LUMP SUM BASE BID PLUS ADD/ALT BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

**REMOVAL, DISPOSAL & INSTALLATION OF EIGHT (8) 12" DIAMETER PILINGS, SEVENTEEN (17) 16" DIAMETER PILINGS, FOUR (4) 16" PILE CLUSTERS AND TWENTY -TWO (22) CROSS – BRACE ASSEMBLIES (AS INDICATED ON ATTACHED ENGINEERING PILES ASSESSMENT) Includes all equipment, material & labor**

**Note:** Bidder shall base the bid on using FSC Certified, ASTM D25, 12" & 16' diameter Greenheart pilings with a minimum tip penetration of 40% with a retention level of 2.50 pcf, 3 x 8 wood diagonal cross members with a retention level of 0.60 pcf and 316 stainless steel hardware. All pilings shall be wrapped as specified in Section 01010 of the bids documents and reuse caps.

### TOTAL LUMP SUM BASE BID:

LUMP SUM \$ 350,643<sup>68</sup>

Three Hundred Fifty Thousand Six Hundred Dollars & 68 Cents  
(amount written in words) Forty three

The Bidder shall submit a **Detailed Schedule of Values for the Lump Sum Proposal with the Bid.** It shall be broken down into unit prices and quantities by item for work to be performed. The Detailed Schedule of Values shall be used as a basis for payment and the Bidder will be considered non-responsive if not included in Bid package.

### ADD / ALT PIER I (D-DOCK) REPAIRS (Additional Repairs Not Included In Report)

ITEM QUANTITY <u>UNIT</u>	UNIT PRICE <u>FIGURES</u>	TOTAL EXTENDED AMOUNT <u>FIGURES</u>
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**INSTALL PILING CAPS**  
Includes all equipment, material & labor

10 EACH	\$ <u>84</u>	\$ <u>840</u>
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**REMOVE & REINSTALL 2 x 6 composite wood decking**

360 SF \$ 16<sup>80</sup> \$ 6,048

**INSTALL 3 X 8 CROSS-BRACES**

Includes all equipment, material, labor, & stainless steel hardware

3 EA \$ 1,680 \$ 5,040

**INSTALL 2 X 6 JOISTS**

Includes all equipment, material, labor, & stainless steel hardware

600 LF \$ 22<sup>40</sup> \$ 13,440

**INSTALL 2 X 6 DOUBLE STRINGERS**

Includes all equipment, material, labor, & stainless steel hardware

300 LF \$ 44<sup>80</sup> \$ 13,440

**REMOVE & REINSTALL ELECTRICAL PEDESTAL**

Includes all equipment, material, labor, & stainless steel hardware

2 EA \$ 1,120 \$ 2,240

**REMOVE & REINSTALL ELECTRICAL TRANSFORMERS**

Includes all equipment, material, labor, & stainless steel hardware

1 EA \$ 2,800 \$ 2,800

**HIGH DENSITY POLYETHYLENE PILE WRAP (FOR EXISTING PILES)**

Includes all equipment, material & labor

10 EA \$ 140 \$ 1,400

TOTAL ADD/ALT BID \$ 45,248

TOTAL BASE & ADD/ALT BID \$ 395,891<sup>68</sup>

Payment for materials & equipment authorized by the owner in a written work change order but not listed in the schedule of values, will be provided at suppliers invoice plus 15 %.



5425 Golden Gate Parkway STE 3  
Naples, Florida 34116  
Phone 239-774-1223  
Fax 239-774-1227

<b>Submitted To:</b>	City of Key West
<b>Project Name:</b>	Old Seaport
<b>Job Description:</b>	Pay items

Item #	Description	Quantity	Measure	Price	Total
<b>Old Seaport</b>					
	Performance and payment bond	1	ls	\$7,917.83	\$7,917.83
	Mobilization	1	ls	\$103,941.85	\$103,941.85
	Removal,disposal,furnish and install 44' x 4" piles	38	ea	\$4,480.00	\$170,240.00
	Removal,disposal,furnish and install 12"x 35' piles	8	ea	\$3,640.00	\$29,120.00
	Removal,disposal,furnish and install 3"x8" cross brace assem	22	ea	\$1,792.00	\$39,424.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
	<b>TOTAL SITE WORK</b>				<b>\$350,643.68</b>

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

SUPERVISION, BARGE CRANE, PILE DRIVER	\$ 155,000

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:

Benton & Sons Construction Company  
Name  
1463 Woodward Ct, Ft Myers, FL 33919  
Street City State Zip

Name

\_\_\_\_\_  
Street City State Zip

Name

\_\_\_\_\_  
Street City State Zip

Name

\_\_\_\_\_  
Street City State Zip



SURETY

INTERNATIONAL FIDELITY INSURANCE COMPANY whose address is  
ONE NEWARK CENTER 20TH FLOOR, NEWARK, NJ, 07102  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

EARTH TECH Enterprises Inc doing business at  
5425 Golden Gate Pkwy # 3, NAPLES, FL, 34116  
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:

Christopher Gehring \_\_\_\_\_  
List Gehring \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 23 day of July 2015.

(SEAL)

EarthTECH Enterprises Inc  
Name of Corporation

By

[Signature]

Title

Vice President

Attest

[Signature]

Secretary

## EXPERIENCE OF BIDDER

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

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

(PLEASE SEE ATTACHED LIST)

# Earth Tech Enterprises Inc.

## Project Experience Summary

Company	Year	Project	Contract Amount
6900 Airport Road	2014-15	Naples View	\$1,350,000.00
Aggrisource	2002-05	Niomi Drive Pit Excavation	\$3,500,000.00
American Marine Cont.	2009	Palm Beach Material (boulders)	\$306,000.00
	2010	Hideaway Beach Material (boulders)	\$176,000.00
Audubon of Florida	2008	Port Bouganville, Key Largo, Land Restoration	\$398,000.00
	2009	Tower Road, Big Pine, Bird Habitat Restore	\$11,000.00
	2010	Carysfort Marina Wetland Restoration	\$479,000.00
	2011	Castillo Pit Restoration	\$25,000.00
	2011	Chetkin Parcel Restoration	\$30,000.00
	2013	Carysfort Marina Wetland Restoration 2013	\$460,000.00
Ave Maria Development	2010-	South Grove Lake Excavation	\$2,800,000.00
	2010	Papa Joes Restaurant Demo, Islamorada	\$64,000.00
	2013	Ave Maria Gas Station	\$126,200.00
	2013	EMS Station	\$11,400.00
Barron Collier Companies	2010	South Grove Lakes Excavation - Mining	Ongoing
	2011	Papa Joes - Demolition	\$66,000.00
	2012	Traditions at Grey Oaks	\$1,115,000.00
	2014	Creekside East	\$83,356.00
Barry Land Development	2013	Waste Management Crushing	\$27,000.00
	2013	Preferred Concrete Crushing	\$50,000.00
Babcock Property Holdings	2012	Babcock Lake Excavation	\$285,000.00
BCB Homes Inc.	2003-08	Multiple Residential Site Preparation	\$500,000.00
Bonita Grande	2005-08	Bonita Grande Pit Excavation	\$1,500,000.00
C3TS	2011	Dove Creek Wildlife Preserve	\$163,000.00
	2011	Lois Ryan Road Project	\$35,700.00
	2012	Port B	\$2,500.00
	2013	Port B	\$7,500.00
CCC Traditions LLC	2012	Traditions/Villages at Grey Oaks	\$961,540.00

Company	Year	Project	Contract Amount
Centex Corporation	2008	The Quarry Land Development	\$180,000.00
	2008	The Quarry Homesite Land Development	\$500,000.00
	2008	Twin Eagles Homesite Land Development	\$335,000.00
	2009	Miscellaneous Lot & Road Work	\$350,000.00
Center Contracting	2013	Ft. Pierce	\$396,000.00
Charlotte County BOCC	2008	Stump Pass Beach State Park Geo Tube Removal	\$48,500.00
City of Bonita Springs	2009	Island Park Pathway	\$35,000.00
	2009	Windsor Road	\$30,000.00
	2010	Cockelshell Drainage Improvement	\$23,000.00
	2010-11	Road Shoulder Improvements	\$20,000.00
	2010	Rosemary Canal Clean-up	\$23,000.00
	2011	Oak Creek Restoration	\$89,500.00
City of Key West	2004	Smather's Beach Re-nourishment	\$500,000.00
City of Marco	2008	Hideaway Beach Shore Protection Renourish	\$240,000.00
City of Naples	2003	Naples Beach Seaweed Storm Clean-up	\$12,000.00
	2011	Naples Dog Park	\$73,500.00
Coastal Marine	2011	Estero Island Beach Restoration	\$80,500.00
Collier Aggregates	2007-11	Immokalee Road Fill Pit Excavation	\$4,500,000.00
Collier County	2001	Parkshore/Hideaway	\$300,000.00
	2002	Naples Beach/Doctor's Pass	\$700,000.00
	2003	Vanderbilt Beach/Pelican Bay	\$500,000.00
	2002	Residences Beach	\$22,000.00
	2008	Rock Road MSTU Material/Regrade	\$27,000.00
	2009	Rock Road MSTU Material/Regrade	\$27,000.00
	2009	Forrest Lakes Drainage	\$160,000.00
	2010	Sugdeon Park	\$18,000.00
	2010	Doctor's Pass Beach Re-nourishment	\$90,000.00
	2014	Beach Renourishment	\$748,000.00
Creekside Commerce	2014	Creekside Commerce Clearing	\$83,360.00
Divosta Homes	2006-08	Village Walk Material and Screening	\$500,000.00
DN Higgins	2008	Curry Hammock State Park Beach Enhancement	\$750,000.00
	2007-08	Gateway Triangle Lake Excavation	\$100,000.00
	2009	Magnolia Pond Stormwater Project	\$44,000.00
	2010	Naples Water Treatment Facility Pond Grade	\$598,000.00
	2011	Popash Creek Preserve Development	\$487,000.00
	2011	Injection Well Pond	\$293,000.00

Company	Year	Project	Contract Amount
DN Higgins Cont	2011	Poinciana Ball Parks	\$305,000.00
	2011	Lakes Park Water Enhancement	\$138,470.00
	2012	Immokalee Stormwater	\$398,000.00
	2014	Davis Blvd - LASIP	\$889,610.00
D R Horton	2012	Bucks Run Site Development	\$112,000.00
	2012	Savona Bay	\$770,580.00
	2012	DR Horton Office Park	\$137,000.00
	2013	Paloma	\$45,000.00
	2013	Celebration Cape	\$167,000.00
	2014	Creekside	\$48,000.00
	2014-15	Cordera	\$1,000,225.00
	2014-15	Westwood	\$826,940.00
Elias Brothers	2006	Corporate Offices Material, Grading & Paving	\$400,000.00
Florida Design Contractors	2012-13	Immokalee Wastewater Improvements	\$183,800.00
Florida Dirt Source	2005-08	Hampton Park Lake Excavation	\$750,000.00
	2010	Placida Crushing	\$30,000.00
	2010	Turner River Crushing Project	\$55,000.00
	2012	Conalvias Material Excavation	\$500,000.00
Gunderboom	2008	Venice Reef Supply and Deliver Rock	\$1,500,000.00
Habitat Lakes	2009	Bella Terra Lake Reconstruct and Restore	\$105,000.00
	2009	Bella Terra 7A Land Development/Utilities	\$700,000.00
	2009	Bella Terra 4B Land Development/Utilities	\$685,000.00
	2010	Bella Terra 7B Land Development	\$240,000.00
	2011	Bella Terra 4c Land Development	\$432,000.00
	2011	Bella Terra 8A Land Development	\$330,000.00
	2012	Bella Terra 8B Land Development	\$375,000.00
	2012	Bella Terra 8C land Development	\$675,000.00
Hans Papenfuss	2010	Auto Ranch Road Land Development	\$155,000.00
Kyle Construction	2013	Clam Pass Emergency Resoration	\$206,500.00
	2014	Water Plant	\$80,329.50
LaPlaya Golf Club LLC	2012	La Playa Golf Maintenance - Site Remediation	\$325,000.00
Legends Golf Club	2011	Lake Bank Maintenance	\$53,000.00
Lennar Homes	2004	Heritage Bay Land Development	\$11,000,000.00
	2004-05	Heritage Palms Land Development	\$2,000,000.00
	2003-05	Cypress Woods Land Development	\$1,000,000.00
	2004-06	Stoneybrook at Gateway Land Development	\$2,500,000.00
	2004-05	Westminster Land Development	\$1,000,000.00

Company	Year	Project	Contract Amount
Lennar Homes Cont.	2005-06	Greenbriar Construction Infrastructure	\$3,200,000.00
	2006	Matera Roadways and Utilities	\$1,500,000.00
	2006	Trafford Isles Land Development	\$750,000.00
	2007	Lake Bank Reconstruction Rip Rap	\$450,000.00
	2008	Jasmine Lakes Sidewalk	\$40,000.00
	2009	Smokehouse Bay Lake Reconstruction	\$35,000.00
	2010	Heritage Bay Boat Ramps	\$42,000.00
	2010	Heritage Bay Cart Paths & Clubhouse	\$63,000.00
Lotus Construction	2014-15	Mangrove Bay	\$4,100,000.00
Naples Cay	2000-07	Annual Contract 5 Acres Mangrove Trimming	\$65,000.00
Orchards Community	2011	Orchards Lake Bank Construction	\$183,000.00
Peninsula Improvement	2013	Collier Family Farm	\$58,500.00
	2013	Grey Oaks	\$18,900.00
	2014	Maple Ridge	\$3,000,000.00
	2014	Arthrex	\$328,751.00
	2015	Coquina	\$452,000.00
	2015	Middlebrooke Townhomes	\$62,000.00
	2014-15	Arthrex Commerce Park	\$430,000.00
Posen	2012	Colonial / I -75 Road Expansion	\$103,000.00
Prince	2014	I-75 Crushing	\$407,250.00
Prime Homebuilders	2010	Portofino Falls Sinkhole Repair	\$4,000.00
	2010	Portofino Vineyards Land Development	\$189,000.00
Pulte Homes	2006	Orange Blossom Drive Crushing & Screening	\$347,000.00
	2008	Island Walk, Venice, Lake Bank Restore	\$150,000.00
	2010	The Quarry Dock Excavation	\$17,000.00
	2013	Plantation Excavation	\$967,000.00
	2013	Kingsbridge	\$363,000.00
	2013	Verona Walk	\$212,000.00
	2013	Hawthorne	\$1,107,000.00
	2014	Camden Lakes	\$1,132,000.00
	2014	Village Walk	\$285,000.00
	2014-15	Camden Square	\$980,000.00
	2015	Waters Edge	\$125,000.00
Renfroe and Jackson	2010	Montenero Condo Planter Reconstruction	\$142,000.00
	2010	The Seasons Condo Material Delivery	\$30,000.00
	2011	San Rafael	\$11,000.00
	2012	Cap Ferrat	\$69,000.00
Schwab Ready Mix	2003	New Plant Construction Site Development	\$1,000,000.00

Company	Year	Project	Contract Amount
Severn Trent	2010	Cedar Hammock Golf Course Bridge Restore	\$15,000.00
	2010	Colonial Country Club Lakebank Restore	\$66,000.00
	2011	Colonial Country Club Lakebank Restore	\$18,000.00
	2012	Heritage Greens Drainage Repair	\$7,000.00
Southeast Environmental	2008	Collier Landfill Excavation	\$2,000,000.00
Sorbora Construction	2010	Wiggins Lakes Sanitation Project	\$15,000.00
T & R Properties	2009	Anglers Paradise Land Development	\$128,000.00
Talis Park CDD (Kitson)	2014	Watercourse	\$69,992.50
	2014	Lake Reconstruction	\$4,279,000.00
Taylor Morrison	2014	Fiddlers Creek	\$475,000.00
Trieste Land Ventures	2007-08	Trieste Preserve Land Development	\$753,000.00
Triple V Farms	2008-10	Material Supply for Horse Ranch	\$52,000.00
Tuscany Reserve	2011	Lake Improvements	\$158,000.00
WCI Communities	2004-06	Tuscany Reserve Land Development	
	2006	Veterans Memorial Blvd Roadways	
	2005-08	Artesia Land Development	\$15,000,000.00
	2006-08	Tower Road Land Development	\$750,000.00
	2006-08	Barefoot Williams Road	\$950,000.00
	2007-08	Arezzo Way Land Development	\$385,700.00
	2010	Hammock Bay	\$40,000.00
	2011	Pelican Marsh Berm	\$20,000.00
	2012	Hampton Park	\$125,000.00
	2012	Pelican Preserve Excavation	\$500,000.00
	2013	Carena Phase 2	\$2,012,900.00
Waterways Homes	2006-08	Summit Place Land Development	\$1,500,000.00
	2006-08	Bristol Pines Land Development	\$500,000.00
Wellington Drywall	2009	Lexington Commerce Center Roadway	\$54,000.00
Wright Construction	2008-09	Immokalee Water Treatment Plant Land Dev.	\$119,000.00
	2009	Pahokee Water Treatment Plant Land Dev.	\$14,000.00
	2009	Villages at Country Creek Land Development	\$27,300.00



**FLORIDA BID BOND**

BOND NO. NA

AMOUNT: \$ NA

KNOW ALL MEN BY THESE PRESENTS, that EARTH TECH ENTERPRISES, INC.

5425 GOLDEN GATE PARKWAY, #3, NAPLES, FL 34116

hereinafter called the PRINCIPAL, and INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER 20TH FLOOR, NEWARK, NJ, 07102

a corporation duly organized under the laws of the State of NEW JERSEY

having its principal place of business at ONE NEWARK CENTER 20TH FLOOR,

NEWARK in the State of NJ

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

THE CITY OF KEY WEST, FLORIDA

hereinafter called the OBLIGEE, in the sum of 5% OF TOTAL BID

DOLLARS (\$ 5% OF TOTAL BID ) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for the KEY WEST HISTORIC SEAPORT - PILING REPLACEMENT & PIER REPAIR, said Bid, by reference thereto, being hereby made a part hereof.

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

**KEY WEST HISTORIC SEAPORT - PILING REPLACEMENT & PIER REPAIR**

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds (Not required as part of this contract), each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.


Signed and sealed this 29 day of JULY, 2015.

PRINCIPAL

By   
CHRISTOPHER GEHRING, PRESIDENT

STATE OF FL )  
COUNTY OF COLLIER ) : SS

INTERNATIONAL FIDELITY INSURANCE COMPANY  
SURETY

By   
MATTHEW T. SMITH, ATTORNEY IN FACT



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**BERNARD F. MCGOVERN, MATTHEW T. SMITH**

Fort Myers, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

29th

day of

July, 2015

MARIA BRANCO, Assistant Secretary



**ANTI - KICKBACK AFFIDAVIT**

STATE OF Florida )  
COUNTY OF Collier ) : SS

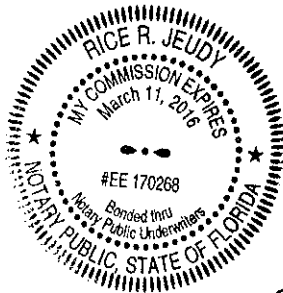
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Rosa Arroyo, VP EarthTECH Enterprises Inc.

Sworn and subscribed before me this 24 day of July, 2015.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



[Signature]  
07/24/2015

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 Bid for Key West  
Historic Seaport #15-019

2. This sworn statement is submitted by Earth Tech Enterprises Inc  
(Name of entity submitting sworn statement)

whose business address is 5425 Golden Gate Pkwy #3  
Naples, FL 34116

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3679652

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement \_\_\_\_\_

3. My name is Lisa Gehring  
(Please print name of individual signing)

and my relationship to the entity named above is Vice President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_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.)

Rosa Achy  
(Signature)  
7/28/15  
(Date)

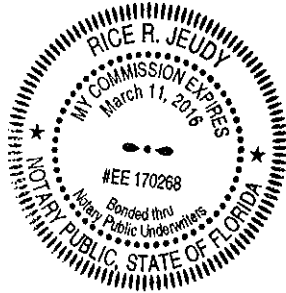
STATE OF Florida  
COUNTY OF Collier

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Lisa Gehring who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 24 day of July, 2015.

My commission expires:



[Signature]  
NOTARY PUBLIC

## INDEMNIFICATION

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

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

CONTRACTOR: Earth Tech Enterprises Inc SEAL:

5425 Golden Gate Pkwy #3  
Address Naples, FL 34116

[Signature]  
Signature

Lisa Gehring  
Print Name

Vice President  
Title

DATE: 7-24-15



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Collier )

I, the undersigned hereby duly sworn, depose and say that the firm of Earth Tech Enterprises Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

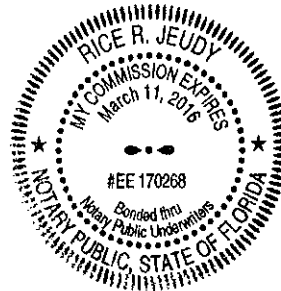
By: Rita King

Sworn and subscribed before me this

24 Day of July, 2015.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 03/11/2016



**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )  
 )  
COUNTY OF Collier ) : SS

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

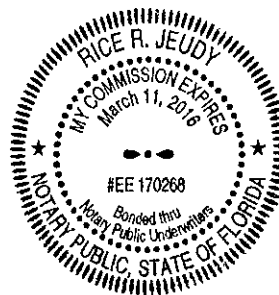
*[Handwritten Signature]*

Sworn and subscribed before me this

24 Day of July, 2015.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 03/11/2016



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



LICENSE NUMBER

CGC016677

The GENERAL CONTRACTOR  
 Named below IS CERTIFIED  
 Under the provisions of Chapter 489 FS.  
 Expiration date: AUG 31, 2016

GEHRING, EDWARD J  
 EARTH TECH ENTERPRISES INC  
 110 23RD AVENUE N.W.  
 NAPLES FL 34120



ISSUED: 06/19/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406190000913

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name	EARTH TECH ENTERPRISES, INC.	CtlNbr:0020657
Location Addr	5475 GOLDEN GATE PKWY #5	
Lic NBR/Class	15-00025459 CONTRACTOR - CERT GENERAL CONTRACTOR	
Issue Date:	July 14, 2014	Expiration Date: September 30, 2015
License Fee	\$309.75	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$309.75	

Comments:

Oper: CWALKER Type: OC Drawer: 1  
 Date: 7/16/14 56 Receipt no: 32689  
 2015 25459

OR LIC OCCUPATIONAL RENEWAL  
 1.00 \$309.75

This document must be prominently displayed.

EARTH TECH ENTERPRISES, INC. 16449 3010000 \$309.75

EARTH TECH ENTERPRISES, INC.  
 5475 GOLDEN GATE PKWY #5

Trans date: 7/16/14 Time: 10:01:49

NAPLES FL 34116



**THE CITY OF KEY WEST**

3140 Flagler Avenue  
Key West, FL 33040

**ADDENDUM NO. 1 – KEY WEST HISTORIC SEAPORT  
PILING REPLACEMENT & PIER REPAIR  
ITB 15-019**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

**Please see the attached additional insurance requirements, 5 pages:**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

9-7-12 Navigable waterway addendum

City of Key West confirms that the scope of services specified in the Contract, requires work on or near a navigable waterway. Waterway description: Key West Bight

Therefore the following coverages will indeed be required as specified in the contract documents:

**Workers Compensation / Employer Liability**

☒ USL&H Coverage (Longshore and Harbor Workers' Compensation Act)  
Endorsement WC 00 01 06 A

☒ Jones Act Coverage\*  
Endorsement WC 00 02 01 A

**Marine Third Party Liability**

☐ Protection & Indemnity \$1,000,000 limit

\*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

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED <b>Navigable Waterway Addendum</b>	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ ,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X				AGGREGATE \$ ,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E L EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E L DISEASE - EA EMPLOYEE \$1,000,000
	<b>Protection &amp; Indemnity Crew Coverage (Jones Act)</b>	X	X				E L DISEASE - POLICY LIMIT \$1,000,000
			X				\$1,000,000

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

Work comp to include USL&H coverage, if required by contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

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

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

## Schedule

**State****Longshore and Harbor Workers'  
Compensation Act Coverage Percentage**

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 01 06 A  
(Ed. 4-92)

**MARITIME COVERAGE ENDORSEMENT**

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. **We Will Defend** is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.  
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.  
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.



## Schedule

1. Description of work:

2. Transportation, Wages, Maintenance and Cure Premium \$

3. Limits of Liability

Bodily Injury by Accident \$ \_\_\_\_\_ each accident

Bodily Injury by Disease \$ \_\_\_\_\_ aggregate

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**CITY OF KEY WEST  
3126 Flagler Avenue  
Key West, FL 33040**

**ADDENDUM NO. 2**

**KEY WEST HISTORIC SEAPORT PILING REPLACEMENT& PIER REPAIR**

**ITB 15-019**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby added in accordance with the following items:

**ITB Questions and City Responses (*in italics*):**

1. The Docks alphabetized names do not match what was included in the "PILING ASSESMENT REPORT".

*Please see attached marked –up dock layout with the correct lettering A, C, D, E, F, H-1, H-2, & H-3. Docks G-1, G-2 & G-3 were newly labeled for this project.*

2. The forty-five foot (45') pilings specified at the Key West Ferry Terminal (KWFT) will incur an additional expense, forty-four (44') pilings will be less costly and provide the same security.

*Forty –four foot (44') pilings are acceptable, however there is to be 18 piles replaced as opposed to the 17 piles shown on the assessment report. Please amend contract to include 18 forty-four foot (44') pilings at the KWFT.*

*Also please note that the pilings at the KWFT are 14" not 16" as specified in ITB.*

3. Where on the piles should the wrapping be placed?

*The wrapping should be placed according to the manufacturers specifications to prohibit marina borer damage.*

4. Will the City supply a staging area?

*Yes, the City will supply a staging area in close proximity to the work.*

5. Pilings on D Dock appear to be 14" piles, can you verify?

*Yes, pilings on D-dock are 14", however all the pilings to be replaced are 12" except the ferry terminals is 14".*

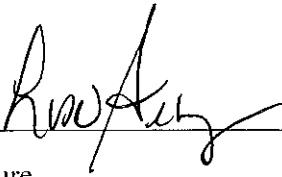
6. What is the depth of the water at D Dock?

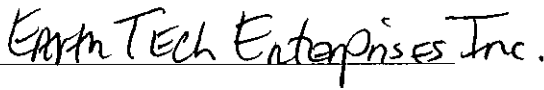
*Water depths to be verified by the contractor.*

7. *Provide Cost for additional 12" X 35' piles*

*Per pile cost to be all inclusive including removal of existing pile, delivery, installation, etc.*

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

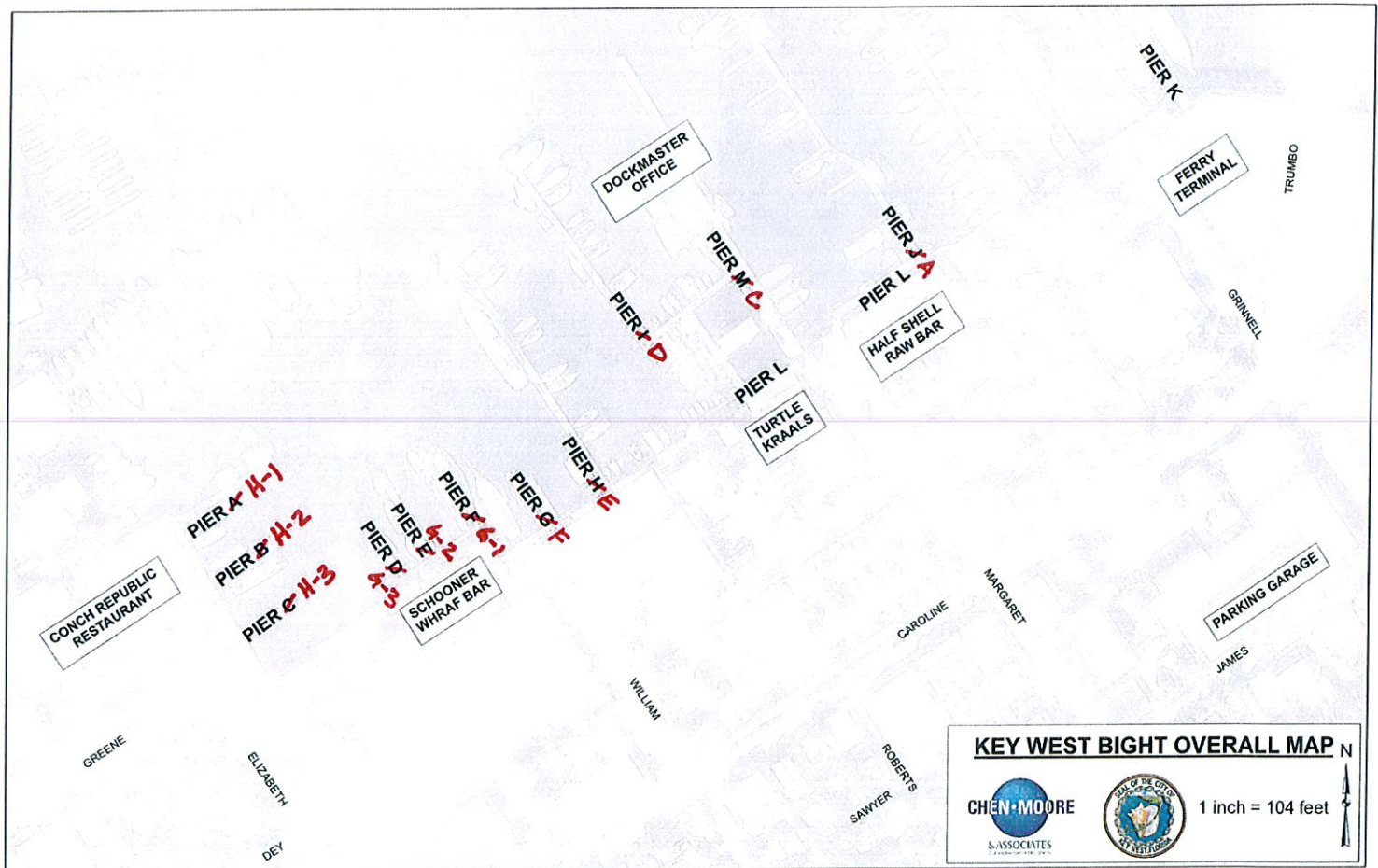


Exhibit 1