

BIDDER'S CHECKLIST

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

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

* * * * *

BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **DOCK REPAIR & PILING REPLACEMENT, D-DOCK
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #18-005

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

Company Name: Ebsary Foundation Company

Contact Name & Telephone #: Scott Alfele - 305-325-0530

Email Address: Info@Ebsaryfoundationco.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid,

furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within seventy (70) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

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

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, _____, _____, _____. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE WORK ITEMS

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

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

* * * * *



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

**ADDENDUM NO. 1
DOCK REPAIR & PILING REPLACEMENT
D-DOCK
KEY WEST HISTORIC SEAPORT
ITB #18-005**

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

GENERAL NOTES:

1. Mandatory Pre-Bid sign-in sheet attached.

QUESTIONS & CLARIFICATIONS:

1. What is the estimated construction cost?

The Owner's estimated *project* cost is \$383,000

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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


Signature

Ebsary Foundation Company
Name of Business

BID SCHEDULE

DOCK REPAIR & PILING REPLACEMENT KEY WEST HISTORIC SEAPORT

UNIT PRICE BID

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

1. Mobilization, General/Supp Conditions and Demobilization

a.	Mobilization	1	each	\$	<u>5,000</u>	
b.	General/Supp. Conditions	1	each	\$	<u>5,000</u>	
c.	Demobilization	1	each	\$	<u>2,000</u>	
	1	LS	(10% of Construction Cost Max.)	\$	<u>12,000</u>	

2. Payment and Performance Bonds

1	LS	\$	<u>2,750</u>
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3. Permit Fees (to be paid at cost)

1	LS	\$	<u>15,000.00</u>
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4. 14" dia. x 35' Piles (includes all labor, equipment, disposal and material)

Dock Pile	55	EA	Unit Price \$	<u>2,600</u>	Sub-total \$	<u>143,000</u>
Fender/Mooring Pile	3	EA	Unit Price \$	<u>2,000</u>	Sub-total \$	<u>6,000</u>
TOTAL					\$	<u>149,000</u>

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

11'L	2	EA	Unit Price \$	<u>350</u>	TOTAL	\$	<u>700</u>
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6. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)

13'L	6	EA	Unit Price \$	<u>450</u>	TOTAL	\$	<u>2,700</u>
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7. 26" x 1/2" dia. SS All-Thread Hardware Assembly w/ 2x Nuts and Washers (includes all labor, equipment, disposal and material)

79 EA Unit Price \$ 35 TOTAL \$ 2,765

8. 8" x 1/2" dia. SS Epoxy Anchor Bolts (includes all labor, equipment, disposal and material)

4 EA Unit Price \$ 75 TOTAL \$ 300

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

20 EA Unit Price \$ 40 TOTAL \$ 800

10. Remove and Re-install Utility Pedestal (includes all labor, equipment and material)

3 EA Unit Price \$ 1,000 TOTAL \$ 3,000

11. Remove and Re-install Electrical Transformer (includes all labor, equipment and material)

1 EA Unit Price \$ 1,500 TOTAL \$ 1,500

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

1 LS \$ 25,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 12

\$ 215,515

Two Hundred Fifteen Thousand Five Hundred Dollars & Zero Cents
(amount written in words) Fifteen

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

Wood Dock Repair and Pile Replacement	\$ 200,000

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:

Tug / Boat Services
Portion of Work

Key West Harbor Services
Name

7281 Shrimp Road, Key West, FL, 33040
Street City State Zip

Electrical
Portion of Work

Florida Keys Electric
Name

5730 2nd Avenue, Key West, FL, 33040
Street City State Zip

N/A
Portion of Work

Name

_____, _____, _____
Street City State Zip

N/A
Portion of Work

Name

_____, _____, _____
Street City State Zip

SURETY

Matson-Charlton Surety Group _____ whose address is

700 S Dixie Hwy Ste 100 _____, _____ Miami _____, _____ FL _____, _____ 33146
Street City State Zip

305-662-3852 _____ John Charlton
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is _____ Ebsary Foundation Company
_____ doing business
at

2154 NW North River Drive _____, _____ Miami _____, _____ FL _____, _____ 33125
Street City State Zip

Info@Ebsaryfoundationco.com
email address

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

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

Name	Title
_____ Scott Alfele	_____ President
_____ Matt Shiring	_____ VP
_____ Yvette Aubin	_____ VP
_____ Mike Gonzalez	_____ VP
_____ Richard Ebsary	_____ Chairman

If Sole Proprietor or Partnership

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

N/A

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 5 day of Sept 20 18.

(SEAL)

Ebsary Foundation Company
Name of Corporation

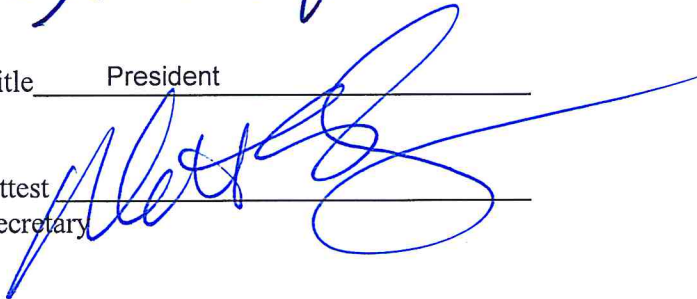
By



Title President

Attest

Secretary



EXPERIENCE OF BIDDER

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

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

NOAA Design Build Docking Facility – National Oceanic and Atmospheric Administration – Design Build Services for Reconstruction of 4 fixed docks at the NOAA facility in Key West. Contract Value \$ 680,000. Lisa Symons, Facility Superintendent, NOAA, (305) 434-9370, lisa.symons@noaa.gov

Replacement of Dolphin Pier – City of Key West – Demo existing pile and timber dock and replace with new Floating Dock. Contract Value: \$ 883,960. Karen Olson., Engineering Department, City of Key West, 305-809-3803, kolson@cityofkeywest-fl.gov

Truman Annex Seawall – City of Key West – Design Build Services for 350 feet of new anchored steel sheet pile Seawall for the Docking Facility at the NOAA facility in Key West. Contract Value \$ 1,163,575. L. Creed Howell, Construction Manager, City of Key West, 305-809-3963, lhowell@cityofkeywest-fl.gov

Key West Bight Hurricane Irma Repairs, City of Key West, \$389,000, Meridian Engineering, Karen Olson 305-809-3803

Conch Harbor Pile Driving, McKendry Builders, \$250,000, Meridian Engineering, Dustin Hunter 843-751-6187

121 Marina Seawall – Remove Rock Seawall and replace with 425' Steel Sheet Pile Bulkhead. Work includes Riprap removal, Excavation, Furnish and Install Steel Sheet Pile Seawall with CIP Concrete Cap and Timber Fender Pile. Contract Value \$920,000. Thomas Gutierrez, Juneau Construction, (305) 438-7666, tgutierrez@juneaucc.com

Manatee Bend Shoreline Improvements – City of Miami – Furnish and Install Seawall Reconstruction. Contract Value: \$ 597,464.44. Jeovanny Rodriguez, City of Miami, (305) 416-1395, jrodriguez@miamigov.com

FPL Discharge Sheet Pile Wall Supply and Install – Florida Power and Light – Construction of new steel sheet piling bulkhead inside the discharge canal. Contract Value: \$1,492,800.00. Bill Figler, Florida Power and Light, (561) 694-4749, William.figler@fpl.com

Hurricane Sandy Water Front Repairs, Naval Station Guantanamo Bay Cuba – Naval Facilities Engineering Command Southeast – Installation of 19 ea. 12" x 40ft Driven Pipe Piling. Contract Value: \$ 201,000. Willie Dobes, Harry Pepper and Associates, (904) 721-3300, wdobes@hpepper.com

Island Gardens Megayacht Marina (Bulkhead & Med Moor System Construction) – Furnish/install 921 foot long anchored steel sheet pile bulkhead and Augercast and Chain Med Moor anchorage system. Contract Value \$ 3,150,000. Michael Pelczar, Flagstone Properties, LLC, (954) 253-5539 mpelczar@flagstonegroup.com

FPL Pipe Bridge Replacement and South Bank Stabilization Project – Florida Power and Light – Construction of new elevated pipe Bridge and demolition of existing pipe bridge and construction of new sheet piling bulkhead. Contract Value: \$1,989,000. Bill Figler, Florida Power and Light, (561) 694-4749, William.figler@fpl.com

Area 2 (Bay 177-183) Construction of Seawall – Miami-Dade County Seaport Department – Construction of new 600ft Long anchored bulkhead with backfill, dredging and rip-rap relocation. Contract Value: \$ 9,676,000.00. Kari Garland, Miami Dade County Seaport Department, kari@miamidade.gov, (305) 347-4974

Wharves Strengthening Program, Cargo Wharves I to VII – Miami-Dade County Seaport Department – Furnish/install replacement steel sheet pile bulkhead, driven 30" pipe piling and cast-in-place concrete breasting structures. Contract Value: \$ 22,144,822.00. Odebrecht Construction Company, Luiz Simon (305) 341-8800, lsimon@odebrecht.com – Juan Bergouignan, Miami Dade County Seaport Department (305) 347-4974

Fisher Island Bulkhead Replacement Project – Demolition and installation of new seawall and repair of existing seawall. Installation of steel sheet piling, driven concrete piles, grouted soil anchors with double channel waler, cast-in-place concrete cap and concrete toe wall. Contract Value: \$ 5,764,000.00. Nick Azar, Fisher Island Community Association, (305) 695-3069, nazar@fisherislandfca.com

South Pointe Pier Replacement Project – City of Miami Beach – Demolition and installation of new concrete fishing pier. Contract Value: \$ 1,365,250.00. Marty Murphy, Jr., Murphy Construction Company, (561) 655-3634, martinmurphy@themurphyco.com

Arch Creek Bike Path & Pedestrian Bridge Replacement Project – City of North Miami – Furnish and Install 2 ea. 60ft x 8ft prefabricated steel truss pedestrian bridges supported by 24" prestressed concrete pile and footers. Contract Value: \$ 487,531.00. Ruby Johnson, City of North Miami, (305) 895-9887, rcrenshaw@northmiamifl.gov

Additional Projects and References can be Provided Upon Request

* * * * *

FLORIDA BID BOND

BOND NO. N/A - BID BOND

AMOUNT: \$5% OF THE AMOUNT BID

KNOW ALL MEN BY THESE PRESENTS, that EBSARY FOUNDATION COMPANY

hereinafter called the PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY

OF AMERICA

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

having its principal place of business at ONE TOWER SQUARE, HARTFORD, CT 06183

in the State of CONNECTICUT

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

CITY OF KEY WEST

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of FIVE PERCENT OF
THE AMOUNT BID _____ DOLLARS (\$5%-----) for
the payment for which we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **Dock Repair & Piling Replacement, D-Dock – Key West Historic Seaport**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

ITB #18-005

DOCK REPAIR & PILING REPLACEMENT

D - DOCK

KEY WEST HSITORIC SEAPORT

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 6th day of SEPTEMBER, 2018.

EBSARY FOUNDATION COMPANY

By 

PRINCIPAL

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

By 

Attorney-In-Fact JOHN W. CHARLTON



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

216588

Certificate No. 007368529

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

D. W. Matson III, and John W. Charlton

of the City of Coral Gables, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this 6th day of September, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of September, 20 18


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.


ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami Dade)

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

By: 

Sworn and subscribed before me this 5 day of September 2018.



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 7.12.19

* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for _____
ITB #18-005 Dock Repair and Piling Replacement - Key West Historic Seaport

2. This sworn statement is submitted by Ebsary Foundation Company
(name of entity submitting sworn statement)

whose business address is 2154 NW North River Drive, Miami FL 33125

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0229150

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

signing this sworn statement N/A

3. My name is Scott ALfele
(please print name of individual signing)

and my relationship to the entity named above is President

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

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

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

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

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

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

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

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

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

[Signature]
(signature)

9/5/18
(date)

STATE OF FLORIDA

COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 5 day of September, 2018.

My commission expires: 7.12.19

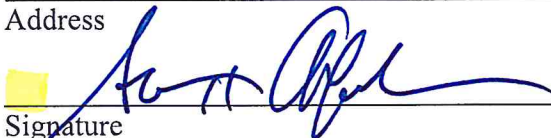


[Signature]
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Ebsary Foundation Company
2154 NW North River Drive, Miami FL 33125
Address _____

Signature _____
Scott Alfele
Print Name _____
President
Title _____
DATE: 9/5/18

SEAL:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami Dade)

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

Ebsary Foundation Company

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

By:  

Sworn and subscribed before me this 5 day of September 20 18.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7-12-19



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami Dade)

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

By:  

Sworn and subscribed before me this

5 day of September 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7.12.19



NON-COLLUSION AFFIDAVIT

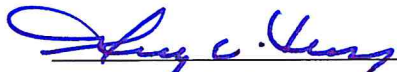
STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

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

By: 

Sworn and subscribed before me this

5 day of September, 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7.12.19



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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Code of Ordinances Section 2-798
- Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

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

Length of time at this address

N/A

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

N/A

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank



CERTIFICATE OF LIABILITY INSURANCE

4/30/2019

DATE (MM/DD/YYYY)

4/19/2018

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

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

PRODUCER	Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The First Liberty Insurance Corporation	
		INSURER B: Employers Insurance Company of Wausau	
		INSURER C: American Guarantee and Liab. Ins. Co.	
		INSURER D: Tokio Marine Specialty Insurance Company	
		INSURER E: AGCS Marine Insurance Company	
		INSURER F: Liberty Mutual Fire Insurance Company	

COVERAGES

CERTIFICATE NUMBER: 14637978

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB6-Z51-021626-678	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ASC-Z51-021626-668	4/30/2018	4/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTIONS	Y	Y	AUC0239239-00	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 Prod/Comp Ops \$ 15,000,000
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2-Z51-021626-858	4/30/2018	4/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution	N	N	PPK1807514	4/30/2018	4/30/2019	\$1M Each Occ \$3M Policy Agg \$25K Ded *See Attached**
E	Contractor's Equip			MXI 93053882	4/30/2018	4/30/2019	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

General Liability: Additional Insured and Waiver of Subrogation Provided Where Required by written Contract. Coverage is Primary and Non-Contributory.

General Liability applies Off-site(s) and On-site(s). Auto Liability: Additional Insured and Waiver of Subrogation Where Provided by written contract.

Primary and Non-Contributory where required by written contract.

CERTIFICATE HOLDER

CANCELLATION See Attachments

14637978

Proof of Insurance

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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Umbrella Liability: The Umbrella/ Excess policy is Follow Form Workers Compensation: Waiver of Subrogation Provided where required by written contract and as permitted by law. USL&H Coverage is included per attached. Equipment Coverage: Additional Insured and Loss Payee as required by written contract. For Proof Purposes Only.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

**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 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 Section 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	Longshore and Harbor Workers' Compensation Act Coverage Percentage
----------	---

State

EACH STATE NAMED IN ITEM 3.A OF THE INFORMATION PAGE AND THE STATES
OF ND, OH, WA, WY.

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 Compensation Longshore and Harbor Workers' Act Coverage Percentage shown in the Schedule.

This endorsement is executed by the company below designated by an entry in the box opposite its name

☒ LIBERTY MUTUAL INSURANCE COMPANY

Effective Date 04/30/2018

Expiration Date 04/30/2019

Countersigned by.....
Authorized Representative

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

Copyright 1983, 1991 National Council on Compensation Insurance.

CONTRACTORS EQUIPMENT LIMITS

Aggregate Limit of Insurance any one Occurrence: \$8,734,576

Owned Contractors Equipment: Annual Reporting Basis

Crane Limit: \$3,845,600

Equipment Leased, Rented or Borrowed from Others: \$2,000,000 Per Item /
\$4,000,000 Per Occurrence

Miscellaneous Tools: \$250 Maximum Any Item / \$5,000 Maximum Any One
Occurrence

Waterborne: \$1,700,000

Deductible(s): \$2,500 Per Occurrence except 2% of the Total Insured Values
Involved in the Loss Subject to a Minimum of \$10,000 Per Occurrence for
Cranes. Waterborne Deductible is \$25,000 Per Occurrence.



CERTIFICATE OF LIABILITY INSURANCE

4/30/2019

DATE (MM/DD/YYYY)

4/19/2018

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1432271 Ebsary Foundation Company 2154 Northwest North River Drive Miami FL 33125	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Insurance Company	NAIC # 16691
	INSURER B: Navigators Insurance Company	42307
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15322420

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A B B	Hull/P&I Vessel Pollution XS P&I	N	N	ZOH-16N17859-18-ND 52-82569 NY18LIA15592601	5/1/2018 5/1/2018 4/30/2018	5/1/2019 5/1/2019 4/30/2019	Protection & Indemnity - \$1,000,000 Vessel Pollution - \$5,000,000 XS P&I: \$9,000,000

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

CERTIFICATE HOLDER

15322420

Proof Of Insurance Only

CANCELLATION See Attachment

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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Excess Protection & Indemnity

TOTAL LIMITS	Carriers	Policy Numbers	Effective Date
\$15,000,000 XS P&I New North Cruise Berth 7 Cruise Terminal A - Phase I and II	XL Specialty Insurance Co. (100%)	UM00056004MA18A	4/6/2018-2019
\$25,000,000 XS P&I \$10M - Great American \$10M - IMU \$5M - LIU New North Cruise Berth 7 Cruise Terminal A - Phase I and II	Great American Insurance Co. (40%) Liberty Mutual Insurance Co. (20%) Atlantic Specialty Insurance Co. (40%)	OMH3068721 ATABGIBK001 B5JH27020	4/6/2018-2019
\$9,000,000 XS P&I & Vessel ALL Operations	Navigators Insurance Co.(LEAD- 50%) Starr Indemnity & Liability Co. (50%)	NY18LIA15592601 MASILBN00076918	4/30/2018 - 4/30/2019
\$1,000,000 P&I \$5,000,000 Vessel Pollution	Great American Insurance Co. Navigators Insurance Company	ZOH-16N17859-18-ND 52-82569	5/1/2018 - 5/1/2019