

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 ☐

* * * * *

BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **SEAWALL REPLACEMENT
TURTLE KRAALS TO CONCH REPUBLIC
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #19-017

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

Company Name: Ebsary Foundation Company

Contact Name & Telephone #: Scott Aflele - 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
Marine General Liability	\$2,000,000	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 one hundred-fifty (150) 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 **\$1,000.00** 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, 2, _____, _____. (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

**SEAWALL REPAIR – TURTLE KRAALS TO CONCH
REPUBLIC
KEY WEST HISTORIC SEAPORT
ITB #19-017**

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.
2. Submit all requests for information to Doug Bradshaw, Director Port & Marine Services, @ dbradshaw@cityofkeywest-fl.gov and Karen Olson, Deputy Director Port & Marine Services, @ kolson@cityofkeywest-fl.gov
3. Construction activities are allowed on Saturdays, 9am – 5pm.

QUESTIONS & CLARIFICATIONS:

1. What is the Engineer's estimated construction cost?

The estimated construction cost is \$1,781,000

2. Is the sheet pile to be driven from land or by barge?

If upland sheet pile activities are proposed, the contractor shall submit staging plan for approval, prior to bid

INSTRUCTIONS TO BIDDERS:

17. TIME OF COMPLETION

DELETE: "Contractor shall not work during Fantasy Fest, October 18 – 27, 2019".

REPLACE with: "Contractor shall perform limited activities, coordinated through Port & Marine Services, during Lobster Mini-Season (July 21 – 28, 2019), Fantasy Fest (October 17 – 28, 2019) and the Poker Run (November 6 – 12, 2019)."

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



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

**ADDENDUM NO. 2
SEAWALL REPAIR – TURTLE KRAALS TO CONCH REPUBLIC
KEY WEST HISTORIC SEAPORT
ITB #19-017**

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. Revised Bid Schedule is attached.

QUESTIONS & CLARIFICATIONS:

1. Will OSHA rules be followed for the above listed project?

The Contractor is expected to abide by all Local, State, and Federal requirements in performing the work.

2. Will OSHA rules be required for the commercial dive work listed in the above listed project?

The Contractor is expected to abide by all Local, State, and Federal requirements in performing the work.

3. Will the City provide a Contractor staging area?

Yes.

4. What will be the size and location of the Contractor staging area?

Trumbo Road. Area is roughly 20 ft x 150 ft.

5. Will the City provide parking to the Contractor?

Yes.

6. How man parking spaces will the City provide to the Contractor?

5 spaces.

7. Please confirm the public will be restricted from active pile driving areas. At the pre-construction meeting it was discussed that it was not possible to combine the public and active pile driving work areas (separating the two will restrict public access to the boardwalk. This must be done for Safety).

The public will be restricted from active pile driving areas.

8. Please confirm that the Contractor may separate Phase III into three different parts. We suggest that each finger pier for Phase III be an individual part. The wall and utilities should be completed for each part. Therefore, temporary utilities will not be required for Phase III work.

Subdivision of Phase III as described will be permitted. Utilities must remain operational on all open piers.

9. Can the Contractor place the new sheet pile wall directly in front of the existing sheet pile wall and cap at SK-1 location (see attached)? This method will require less upland demolition and provide greater public access.

Distance between wet face of existing wall and proposed wall shall abide by permit requirements.

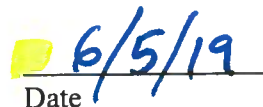
10. Please specify the quantity of the submerged debris.

Assume 60 CY (see revised Bid Schedule). Contractor must document debris by taking pictures of it as it is taken out and must provide official weigh tickets from disposal facility.

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

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


Signature


Date


Print Name


Name of Business

BID SCHEDULE
SEAWALL REPAIR
KEY WEST HISTORIC SEAPORT

UNIT PRICE BID

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

GENERAL

1. Mobilization, General/Supp Conditions and Demobilization

a. Mobilization	1	each	\$ <u>32,000</u>
b. General/Supp. Conditions	1	each	\$ <u>42,000</u>
c. Demobilization	1	each	\$ <u>16,500</u>
1	LS (10% of Construction Cost Max.)		\$ <u>90,500</u>

2. Payment and Performance Bonds

1	LS	\$ <u>15,000</u>
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3. Permit Fees (to be paid at cost)

1	LS	\$ <u>38,000</u>
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4. Staging Area (provided by Owner)

1	LS	\$ <u>11,300</u>
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5. General Site Preparation & MOT (including deliveries & pedestrian)

1	LS	\$ <u>3,000</u>
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6. NPDES Compliance

1	LS	\$ <u>15,000</u>
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7. Temporary Construction Fencing (6' high with wind screen & sandbags)

1 LS \$ 12,750

8. Debris Removal & Disposal per Plan Locations

60 CY Unit Price \$ 858.00 \$ 54,480

9. Demolition & Excavation as Required

1 LS \$ 81,000

GENERAL (1-9) SUBTOTAL: \$ 318,030

PHASE A, TURTLE KRAALS SEAWALL

10. Footer Wall Construction (includes all form work, reinforcement, & 6,000 psi concrete, extremely aggressive environment)

174 LF Unit Price \$ 671.00 TOTAL \$ 116,754

11. Grout & Epoxy Repairs per Plan

1 LS \$ 49,000

12. Site Restoration

1 LS \$ 8,350

PHASE A (10-12) SUBTOTAL: \$ 174,104

PHASE B, SCHOONER WHARF SEAWALL

13. Replace Utility Hangers

1 LS \$ 19,500

14. Grout & Epoxy Repairs Per Plan

1 LS \$ 26,700

15. Flowable Fill Injection, 2 Locations

2.1 CY Unit Price \$ 8,600.00 TOTAL \$ 18,060

16. Concrete Cap Demolition & Replacement (includes all form work, reinforcement, 6,000 PSI concrete extremely aggressive environment, & ipe deck work)

61 LF Unit Price \$ 793.00 TOTAL \$ 48,373

17. Site Restoration, including Ficus stump removal

1 LS \$ 8,320

PHASE B (13-17) SUBTOTAL: \$ 120,953

PHASE C, CONCH REPUBLIC SEAWALL (CIVIL)

18. Preconstruction Video Survey

1 LS \$ 4,100

19. Vibration Monitoring during Driving Activities

1 LS \$ 8,600

20. A690 – SKZ31, 35' Long Steel Sheet pile (Barge or Land driven as directed by CRA)

333 LF Unit Price \$ 1,446.00 TOTAL \$ 481,518

21. ChomX 9100 Reinforced Concrete Cap (includes all form work, ties, stirrups, reinforcement, 6,000 PSI concrete, extremely aggressive environment)

333 LF Unit Price \$ 725.00 TOTAL \$ 241,425

22. Disconnection & Re-connection, Docks H1, H2, H3, & Pedestrian Bridge

4 EA Unit Price \$ 7,600.00 TOTAL \$ 30,400

23. Provide temporary ADA Access via Gangways

4 EA Unit Price \$ 3,450.00 TOTAL \$ 13,800

24. Maintenance of Existing Utilities and Provision of Temporary Utilities during Periods of Disconnection

1 LS \$ 12,800

25. Water & Fire Valve Replacement, Match Existing Size, Type per Specification

6 EA Unit Price \$ 4,841.00 TOTAL \$ 29,046

26. Extension of All Drainage Penetrations through Proposed Seawall with Similar Material

1 LS \$ 11,200

27. Extension of all Non-Drainage Utilities through Proposed Seawall with Similar Material

1 LS \$ 11,200

28. Sanitary Sewer Pumpout Line Relocation to Seawall Face

1 LS \$ 19,000

29. FRP Hanger Installation for Sewer Pumpout

1 LS \$ 9,200

30. Filter Fabric

6,660 SF Unit Price \$ 4.00 TOTAL \$ 26,400

31. Clean, Imported Backfill

250 CY Unit Price \$ 123.00 TOTAL \$ 30,750

32. Fernco Couplings

1 LS \$ 6,900

33. Site Restoration, including Paver Work & restored ADA Accessibility

1 LS \$ 10,000

PHASE C CIVIL (18-33) SUBTOTAL: \$ 946,339

PHASE C, CONCH REPUBLIC SEAWALL (ELECTRICAL)

34. Light Fixture Removal & Storage

4 EA Unit Price \$ 630.00 TOTAL \$ 2,520

35. Light Fixture Reinstallation

4 EA Unit Price \$ 3,200.00 TOTAL \$ 12,800

36. Power Pedestal Removal & Storage

4 EA Unit Price \$ 825.00 TOTAL \$ 3,300

37. Power Pedestal Reinstallation

4 EA Unit Price \$ 4,700.00 TOTAL \$ 18,800

38. Clean Conduits with Mandrel Equipment

1,200 LF Unit Price \$ 2.90 TOTAL \$ 3,480

39. Temporary Electrical Connections

1 LS \$ 19,900

40. Temporary Lighting

1 LS \$ 4,500

41. Existing Pull Box Repairs & Cleaning

6 EA Unit Price \$ 3,660.00 TOTAL \$ 21,960

42. Remove Segment of Conduit & Wire between Seawall and Power Boxes on Docks H1, H2, & H3

1 LS \$ 2,000

43. #4/0 Cu

1,200 LF Unit Price \$ 12.50 TOTAL \$ 15,000

44. #4 Cu

300 LF Unit Price \$ 14.00 TOTAL \$ 4,200

45. #6 Cu

200 LF Unit Price \$ 11.50 TOTAL \$ 2,300

46. #1 Cu

800 LF Unit Price \$ 5.50 TOTAL \$ 4,400

47. Telephone

600 LF Unit Price \$ 6.00 TOTAL \$ 3,600

48. Cable TV

600 LF Unit Price \$ 4.00 TOTAL \$ 2,400

49. Fernco Couplings

9 EA Unit Price \$ 117.00 TOTAL \$ 1,053

PHASE C ELECTRICAL (34-49) SUBTOTAL: \$ 122,213

50. General Allowance (only to be used with Owner's written Approval)

1 LS \$ 75,000

BASE BID (1-50) TOTAL: \$ 1,756,639.00

One Million Seven Hundred Fifty-Six Thousand Six Hundred Thirty-Nine

Dollars & Zero Cents

(amount written in words)

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

<u>MOT</u>	<u>\$ 3,000</u>
<u>NPDES</u>	<u>\$ 15,000</u>
<u>Demolition</u>	<u>\$ 81,000</u>
<u>Replace Utility Hangers</u>	<u>\$ 19,500</u>
<u>F/I Sheet Pile</u>	<u>\$ 481,518</u>
<u>Deck Work</u>	<u>\$ 44,200</u>
<u>Backfill</u>	<u>\$ 30,750</u>
<u>Site Restoration</u>	<u>\$ 26,670</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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:

Cast In Place Concrete
Portion of Work

3C Construction Company
Name

3601 NW 55 Street, Miami, FL, 33142
Street City State Zip

Electric
Portion of Work

Florida Keys Electric
Name

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

Plumbing and Fire Protection
Portion of Work

Gary's Plumbing and Fire
Name

6409 2nd Terrace Suite 1, Key West, FL, 33040
Street City State Zip

Dive Operations / Captain
Portion of Work

Key West Harbor Services
Name

PO Box 413, Key West, FL, 33040
Street City State Zip

SURETY

Matson-Charlton Surety Group whose address is
700 South Dixie Hwy Suite 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
<u>Scott Aflele</u>	<u>President</u>
<u>Matthew Shiring</u>	<u>VP</u>
<u>Yvette Aubin</u>	<u>VP</u>
<u>Mike Gonzalez</u>	<u>VP</u>
<u>Richard Ebsary</u>	<u>Chairman</u>

If Sole Proprietor or Partnership

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

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 June 2019.

(SEAL)

Ebsary Foundation Company
Name of Corporation

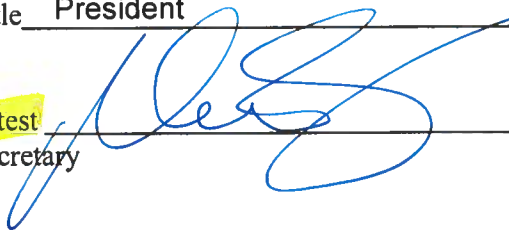
By



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.)

Please See Attached Project References

* * * * *

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

2154 NW NORTH RIVER DRIVE, MIAMI, FL 33125. PH: (305) 325-0530.

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.

PH: (407) 388-3268 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 - 1300 WHITE ST, KEY WEST, FL 33040. PH: (800) 711-1712.

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 **ITB #19-017 Seawall Repair – Turtle Kraals to Conch Republic – 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 #19-017

SEAWALL REPAIR

TURTLE KRAALS TO CONCH REPUBLIC

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 JUNE, 2019.

EBSARY FOUNDATION COMPANY

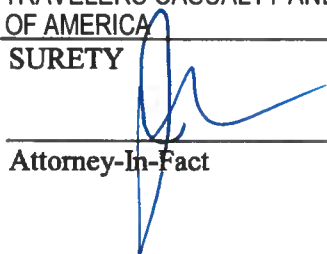
By


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. 007368624

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 the 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 JUNE, 20 19.


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

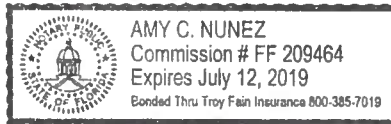
COUNTY OF Miami Dade)

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 June 2019.

Amy C. Nunez



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 #19-017
Seawall Repair Turtle Kraals to Conch Republic 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 Aflele
(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)


(date)

STATE OF Florida

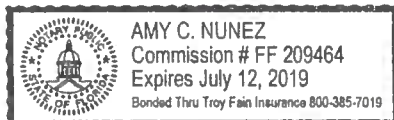
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Scott Aflele 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 June, 2019.

My commission expires: 7.12.19




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: 2154 NW North River Drive Miami FL 33125

SEAL:

Address

Signature

Scott Aflele

Print Name

President

Title

DATE:

6/5/19

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

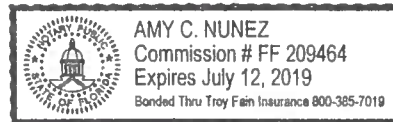
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this 5 day of June 20 19.

Amy C. Nunez

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: 

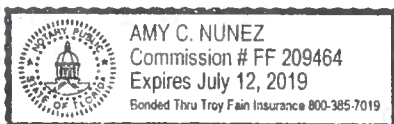
Sworn and subscribed before me this

5 day of June 20 19.



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.

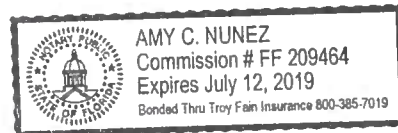
By: 
Scott Aflele - President

Sworn and subscribed before me this

5 day of June, 2019.


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.

-Ebsary Foundation Company is not a Key West Local Vendor-

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 _____

Print, Type or Stamp Name of Notary _____

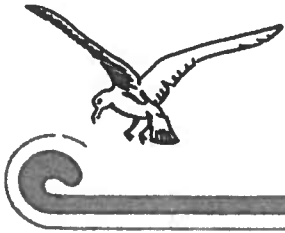
Return Completed form with

Supporting documents to:

City of Key West Purchasing

N/A

Title or Rank _____



EBSARY

foundation company

MARINE AND ENGINEERING CONSTRUCTION

2154 N.W. North River Drive, Miami, Florida 33125-2297

Ofc. (305) 325-0530 • CC# E-502 • Fax (305) 325-8684

February 19, 2018

COMPANY INFORMATION

LEGAL NAME: Ebsary Foundation Company

HOME OFFICE: 2154 NW North River Drive
Miami Florida 33125

WEB SITE: www.ebsaryfoundationco.com

BUSINESS STRUCTURE: Florida For Profit Corporation
Tax Payer ID # 59-0229150
Florida General Contractor License No. CGC059721
Miami-Dade County License No. E502
Dun and Bradstreet Number: 003869229
FBPE Certificate of Authorization No. 30489
FDOT Intermediate and Minor Bridge Prequalification No. F590229150

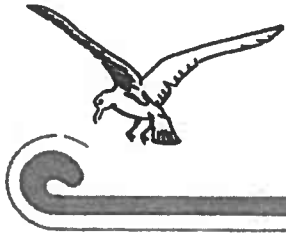
DATE FOUNDED: Founded in 1922 and Incorporated in 1930

CONTACT: Matthew Shiring, P.E.
Vice President
P: (305) 325-0530 x108
E: matt@ebsaryfoundationco.com

BONDING COMPANY: Matson-Charlton Surety Group
700 South Dixie Highway, Suite 100
Coral Gables, Florida, 33146
POC: John Charlton
P: (305) 662-3852
E: john@mcsurety.com

BANK REFERENCE: Sabadell United
3275 NW 87 Ave
Miami, Florida, 33172
POC: Jaime Ortega
P: (305) 499-1889
E: Jaime.Ortega@sabadellunited.com

Incorporated 1930



EBSARY

foundation company

Ebsary Foundation Company Qualifications
February 2, 2016

COMPANY HISTORY

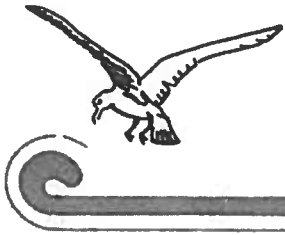
In 1922, Ebsary Foundation Company began as a partnership between Henry L. Ebsary and a man named Mr. Comer, who was believed to be a Key West Marine Contractor. The first job the Comer-Ebsary Partnership performed was the original City of Miami Docks near the site of today's Bayside Marina and by 1928 the Comer-Ebsary partnership completed the foundation system for the Second Avenue Bridge over the Miami River. Ebsary Foundation Company was formally incorporated in 1930 by brothers William H. and Henry L. (Lew) Ebsary with initial capitalization of \$500. Since 1930, four generations of the Ebsary family have guided the company in its primary construction business of installing all types of foundation systems.

In 1940, Henry L. Ebsary passed the company to two of his sons, William L. (Bill) Ebsary and Richard H. (Dick) Ebsary who continued to manage and grow the company for 35 years. In the late 1940's Bill and Dick Ebsary purchased the Miami River waterfront property at 2154 NW North River Drive in Miami FL, where it is headquartered today. In 1975, Dick Ebsary passed ownership of the company to his son Richard W. Ebsary and his cousin Bob Ebsary. Eventually, Richard W. Ebsary purchased full ownership of the Company and remained President and sole owner until 2010. After serving 16 years with Ebsary Foundation Company including 12 years as Vice President, Scott A. Alfele, the Great Grandson of founder Henry L. Ebsary, became a shareholder and its current President.

Since 1922, Ebsary Foundation Company has continued to provide innovative foundation and construction services to the Southeastern United States and the Caribbean. Ebsary has almost 90 years of experience in all types of foundation installation which has provided extensive understanding and expertise in all of Florida's geotechnical conditions. Since its inception, Ebsary has built numerous landmark and historical structures in South Florida; examples include, large sections of the seawall and bulkhead at the Port of Miami and Port Everglades, the original Pan American Airlines Seaplane Ramp and bulkhead on Dinner Key in Coconut Grove, FL, the foundation system for the Miami Metromover and track sections for the Metrorail System; the US Coast Guard Bridge on Miami Beach, and during WWII, the construction of the docks for Miami Ship Building Corp, a contractor building boats for the U.S. Navy.

Ebsary Foundation Company has recently renovated it's entire waterfront bulkhead and barge slip to include a rebuilt industrial seawall and maintenance dredge which will allow for convenient waterway access for its marine equipment for the foreseeable future.

Ebsary Foundation Company Specializes in Bridge Construction, Marine Construction, Augered Cast-in-Place Foundation Piling, Caissons and Drilled Shafts, Steel Sheet Piling and Support of Excavation, Design and Construction of Cofferdams, Tremie Seal placement, Driven Concrete, Steel and Timber Piling, Seawalls and Bulkheads, Mooring Dolphins and Fender Systems, Docks and Marinas and Dredging



EBSARY

foundation company

Ebsary Foundation Company Qualifications
February 2, 2016

STATEMENT OF QUALIFICATIONS

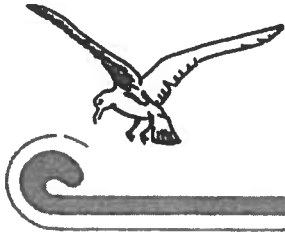
Ebsary Foundation Company is General Contractor who self-performs the most difficult and challenging portions of work our contracts. We have the most qualified operators and journeymen through our unions and we own and operate all our specialty foundation, marine and foundation equipment. We own all of the pile installation hammers, drills, cranes, tugboats, barges, drill rigs, welding machines and work floats that are necessary for our projects.

Ebsary Foundation Company has exceptionally qualified marine superintendents and managers to supervise and build our projects. We do not hire individuals simply to manage a job for us, we have long term employees who stay with our company because they care about the company and the work we perform and have the experience and ability to effectively resolve most every issue that arises on marine and foundation construction projects.

All Ebsary field employees receive the highest standards of training and certification prior to being sent of the job. All Journeymen have, at a minimum, 10-hour OSHA training, rigger and signalman certification, CPR and First Aid Training and Flagger Training; all welders are certified with AWS D1.1 or AWS D1.5; and all crane operators are certified through the National Certified Crane Operator (NCCO) training and have had a minimum of two years' experience in crane operation. Additionally, Ebsary participates in a State Sponsored Apprenticeship Program, has annual refresher training for all field staff and Ebsary has an in house Safety Manager to conduct safety training and perform weekly jobsite safety audits.

Ebsary Foundation Company has more history and experience performing deep foundations and marine construction than nearly any other local contractor available. Ebsary has been in business performing Foundation, Marine, Engineering and Bridge Construction in South Florida for more than 90 years and is presently the 18th oldest Miami Based Company that is still operating under the same name. Since Ebsary's inception, its primary core competency has been deep foundations and marine construction in South Florida; no one knows the South Florida geotechnical conditions better than Ebsary.

In recent years, Ebsary Foundation Company has self-performed countless deep foundation marine construction projects for a multitude of Federal, State and Municipal Government Agencies, as well as a few private clients. Some of our largest clients include the following; Port Miami, Port Everglades, Miami Dade Water and Sewer Department, City of Miami Capital Improvements Program, U.S. Army Corps of Engineers, South Florida Water Management District, City of Key West, Florida Department of Transportation, City of Sunny Isles Beach, Florida Power and Light, St. Johns Water Management District, City of North Miami, City of Miami Beach, Miami Dade Expressway Authority, Fisher Island Community Association, Flagstone Island Gardens and many more.



EBSARY

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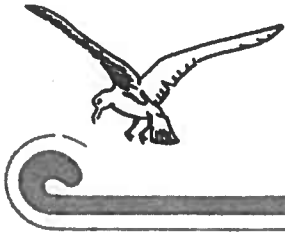
Ebsary Foundation Company Qualifications
February 2, 2016

GENERAL TRADE REFERENCES

- 1.1. Moss & Associates – Scott DeSharnais – (305) 444-8164 – sdesharnais@mossemail.com
- 1.2. Harry Pepper & Associates, Inc. – Willie Dobes – 904-721-3300 – Wdobes@hpepper.com
- 1.3. Hayward Baker, Inc. – Curtis Cook – (813) 884-3441 – crcook@haywardbaker.com
- 1.4. Miami Dade County Seaport Department, Construction Management – Juan Bergouignan – (305) 347-4974 – juberg@miamidade.gov
- 1.5. Construction Engineering Consultants – Mike Bone, PE – (954) 922-6917 – mbone@ceconstruct.com
- 1.6. Atkins Global – Bill Pitcher – (786) 412-2201 – bill.pitcher@atkinsglobal.com
- 1.7. State Contracting & Engineering Corp. – Barry Transleau – (954) 923-4747 – btransleau@statecontracting.com
- 1.8. Florida Erection Service, Inc. – Glen McClendon – (954) 421-0575
- 1.9. Wantman Group, Inc. – Michael LeComte – (954) 660-1660 – Michael.LeComte@WantmanGroup.com
- 1.10. NV5 – Eric Stern – (305) 666-3563 – eric.stern@nv5.com
- 1.11. Moffatt & Nichol – Tim Blankenship – (305) 230-1924 – tblankenship@moffattnichol.com
- 1.12. Ocean Consulting, LLC – Kirk Lofgren – (305) 921-9344 – kirk@oceanconsultingfl.com
- 1.13. City of Key West – Karen Olsen – (305) 809-3803 – kolson@cityofkeywest-fl.gov
- 1.14. City of Miami – Carlos Vasquez – (305) 416-1206 – cavasquez@miamigov.com
- 1.15. City of Sunny Isles Beach – Chris Russo – (305) 792-1776 – crusso@sibfl.net
- 1.16. Fisher Island Community Association – Gary Snider – (305) 938-2944 – gsnider@fisherislandfca.com

2. CREDIT REFERENCES

- 2.1. American Pile Driving Equipment – P.O. Box 88730, Tukwila WA, 98138. Dan Collins, Phone: (253) 872-0141, Fax: (253) 872-8710, Email: danc@apevibro.com
- 2.2. Cemex USA – 1600 N. Miami Ave, Miami, Florida 33136. Robert Vega, (305) 308-7334, Fax: (954) 970-9240, Email: robert.vega@cemexusa.com
- 2.3. Titan America – 2500 SW 2nd Avenue, Fort Lauderdale, FL 33315. Mark Wachtel, Phone: (954) 553-3870, Fax: (954) 760-5925, Email: mwachtel@titanamerica.com
- 2.4. Skyline Steel – 7380 Sand lake Rd, Suite 135 Orlando, FL 32819. Brent Kearney, Phone: (305) 622-6001, Fax: (407) 622 6002, Email: brent.kearney@skylinesteel.com
- 2.5. United Rentals - 3501 S. State Road 7, Davie, FL 33314. Richard Halleck, Phone: (954) 214-9834, Fax: (954) 667-3227, Email: rhalleck@ur.com
- 2.6. Kelly Tractor – 5460 Okeechobee Blvd, West Palm Beach, FL 33417. Julio Rivas, Phone: (561) 683-1231, Email: julio_rivas@kellytractor.com
- 2.7. Stuart Building Products – 1341 N.W. 15th Street, Pompano Beach, FL 33069. Robert Maldonado, Phone: (954) 978-8900, Email: robert.maldonado@stuartbuildingproducts.com



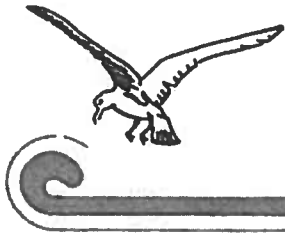
EBSARY

foundation company

Ebsary Foundation Company Qualifications
February 2, 2016

3. KEY PERSONNEL

- 3.1. **Scott Alfele** – President – 24 years' experience in foundation and engineering construction at Ebsary Foundation Company. Licensed State of Florida General Contractor, Licensed Miami-Dade County Engineering Contractor, Category: Structural Engineering. Phone: (305) 986-8700, Email: scotta@ebsaryfoundationco.com
- 3.2. **Matthew Shiring, P.E.** – Vice President – 15 years' experience in heavy marine and foundation construction – 11 years with Ebsary Foundation Company. Licensed Professional Engineer in Florida and Maryland (FL License No. 67266). Phone: (305) 746-5244, Email: matt@ebsaryfoundationco.com
- 3.3. **Mike Gonzalez** – General Superintendent / Vice President of Operations. 35 years' experience in marine, heavy and foundation construction at Ebsary Foundation Company. Phone: (305) 986-0172, Email: mike@ebsaryfoundationco.com
- 3.4. **Brian Ortiz** – Project Manager / Estimator – 15 years' experience in foundation construction with Ebsary Foundation Company. Phone: (786) 299-1527, Email: brian@ebsaryfoundationco.com
- 3.5. **Brent Huffman** – Project Manager / Safety Manager – 10 years' experience in foundation and heavy construction. Phone: (305) 986-7414, Email: bhuffman@ebsaryfoundationco.com
- 3.6. **Tim Berget** – Senior Project Manager – 14 years' experience in foundation and heavy construction. Phone: (305) 877-5496, Email: tberget@ebsaryfoundationco.com
- 3.7. **Yosmel Milian, P.E.** – Senior Project Manager – 6 years' of experience in foundation and heavy marine construction at Ebsary Foundation Company. Licensed Professional Engineer in Florida (FL License No. 78540) Phone: (305) 967-3977, Email: ymilian@ebsaryfoundationco.com
- 3.8. **Javier Barrientos** – Project Engineer – 4 years' experience in foundation and heavy construction. Phone: ((786) 812-0038, Email: jbarrientos@ebsaryfoundationco.com
- 3.9. **Bobby Brown** – Estimator – 6 years of experience in foundation and heavy marine construction. Phone: (305) 439-9280, Email: bbrown@ebsaryfoundationco.com
- 3.10. **Rick Varney** – Superintendent – 30 years of experience in foundation, heavy and marine construction. Phone (305) 898-3965, Email: rvarney@ebsaryfoundationco.com
- 3.11. **John Weidner** – Superintendent. 15 years experience in foundation and heavy construction at Ebsary Foundation Company. Phone: (305) 219-0781, Email: john@ebsaryfoundationco.com
- 3.12. **Gerry Knopp** – Superintendent. 35 years' experience in foundation, heavy and marine construction. Phone: (305) 986-9025, Email: gknopp@ebsaryfoundationco.com
- 3.13. **Esmil Canet** – Superintendent. 16 years' experience in foundation and bridge construction. 4 years with Ebsary Foundation Company. Phone: (305) 934-5415, Email: ecanet@ebsaryfoundationco.com
- 3.14. **Brian Belliveau** – Superintendent. 30 years' experience in foundation, heavy and marine construction. Phone: (786) 423-1357, Email: bbelliveau@ebsaryfoundationco.com
- 3.15. **Ron Hebron** – Superintendent. 30 years' experience in foundation, heavy and marine construction. Phone: (305) 318-1217, Email: rhebron@ebsaryfoundationco.com



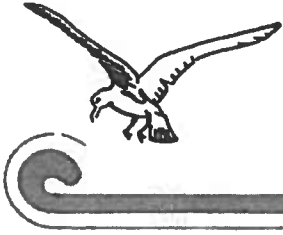
EBSARY

foundation company

Ebsary Foundation Company Qualifications
February 2, 2016

4. ONGOING MAJOR PROJECTS LIST

- 4.1. New North Cruise Berth 7, Cruise Terminal A Development Project – ***Miami-Dade County Seaport Department / Royal Caribbean International*** – Demolition and Reconstruction of new 1475 ft long Cruise Ship Berth, to include bulkhead, anchor wall, Utilities, Paving, Storm water, Demolition and Dredging. Contract Value \$21,775,000.00. Dave Whelply, Wesco Construction, (305) 259-3440, dwhelply@wescocm.com.
- 4.2. RMK Merrill Stevens North Yard Ship Lift Construction – Demolition and Construction of new pile supported Ship Lift and Transfer Berth. Work includes demolition, new anchored seawall, combination wall bulkhead, dredging, augercast piling, stormwater, plumbing, paving, and foundation construction. Contract Value \$12,500,000.00. Douglas Pearlson, Pearlson Ship Lift, (305) 704-7829, douglaspearlson@shiplift.com
- 4.3. Herbert Hoover Dike Rehabilitation Project, Culverts IP-1 and IP-2 Replacement – ***US Army Corps of Engineers*** – Temporary Sheet Pile Cofferdams, Permanent Steel Sheet Piling. Contract Value: \$ 908,000.00. Willie Dobes, Harry Pepper and Associates, (904) 721-3300, wdobes@hpepper.com.
- 4.4. Herbert Hoover Dike Rehabilitation Project, Culvert IP-3 Replacement – ***US Army Corps of Engineers*** – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent Steel Sheet Piling. prestressed concrete pile. Contract Value: \$ 501,930.00. Willie Dobes, Harry Pepper and Associates, (904) 721-3300,
- 4.5. Herbert Hoover Dike Rehabilitation Project, Culverts 2 & 12A Replacement – ***US Army Corps of Engineers*** – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel Combi-Wall Sheet Piling. Contract Value: \$ 2,920,155.00. Willie Dobes, Harry Pepper and Associates, (904) 721-3300, wdobes@hpepper.com.
- 4.6. Herbert Hoover Dike Rehabilitation Project, Culverts 8 & 13 Replacement – ***US Army Corps of Engineers*** – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel flat web Sheet Piling. Contract Value: \$ 1,065,000.00. Willie Dobes, Harry Pepper and Associates, (904) 721-3300, wdobes@hpepper.com.
- 4.7. Herbert Hoover Dike Rehabilitation Project, Culverts 10A Replacement – ***US Army Corps of Engineers*** – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel flat web Sheet Piling. Contract Value: \$ 1,950,000.00. Willie Dobes, Harry Pepper and Associates, (904) 721-3300, wdobes@hpepper.com.
- 4.8. S-72 & S-75 Structure Refurbishment – ***South Florida Water Management District*** – Design, Install and Remove Temporary Sheet Pile Cofferdams for S-72 and S-75 Refurbishment. Install 12" prestressed concrete pile. Contract Value: \$ 1,648,500.00. Jonah Allen, LJ Clark Constructors, Inc. (863) 634-6049, jonahcqc@hotmail.com
- 4.9. Central District WWTP Industrial Injection Well, Contract S-870 – ***Miami Dade Water and Sewer Department*** – Design, Install, and Remove Temporary Sealed Cofferdam for Pump Station Construction. Installation of 220 ea. 16"x 40ft Augercast Foundation Piling. Contract Value \$ 1,056,570. Patrick Carr, Poole & Kent Company of South Florida; (305) 325-1930, patc@pkflorida.com



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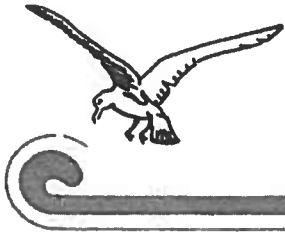
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- 4.10. FPL Infrastructure Separation and MTHS – **Florida Power and Light** – Furnish and install Composite Sheet Pile Manatee Temporary Heating System. Contract Value \$1,687,949. Craig A. Lehw, Black and Veatch (919) 462-7326, lehewc@bv.com
- 4.11. L8 Dupuis Culverts Replacement – **South Florida Water Management District** – Reconstruction of three separate water control structures. Contract Value: \$ 7,143,000. Greg Coffelt, SFWMD, (561) 682-6853, gcoffelt@sfwmd.gov
- 4.12. Place Condominium Seawall Replacement – Demolition and reconstruction of 385 LF of Concrete Seawall. Contract Value: \$753,000. Kristen Foreman, Biller Reinhart, (855) 482-7655, kforeman@bollerreinhardt.com
- 4.13. Lift Station 87 Phase II, Pump Station Construction – **City of Sarasota** – Design, Furnish, Install and Remove Pump Station Cofferdam. Contract Value: \$2,885,000.00. Todd R. Palmatier, PCL Construction, Inc., (305) 900-8911, TPalmatier@pcl.com

5. COMPLETED MAJOR PROJECTS LIST

5.1. 2018 Major Jobs

- 5.1.1. North Bay Road Pedestrian Emergency Bridge – **City of Sunny Isles Beach** – Construction of North Bay Road Pedestrian Bridge. Contract Value: \$ 6,026,716.85. Christopher J. Russo, City Manager, (305) 792-1776, crusso@sibfl.net
- 5.1.2. Taylor Slough S-332D & L-31W Berm and Weir Construction – **South Florida Water Management District** – Furnish and Install permanent sheet piling weir and furnish and install permanent sheet piling seepage barrier and tremie concrete scour protection. Install 12" prestressed concrete pile. Contract Value: \$ 1,293,600.00. Michael Copeland, KEMRON Environmental Services, Inc. (404) 636-0928, mcopeland@kemron.com
- 5.1.3. Campbell Drive Interchange Sound Walls – **Florida Turnpike Authority** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$1,600,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, gls@ciflorida.com.
- 5.1.4. SR821 (HEFT) from N of SW 40th St (Bird Rd.) to SR 836 (Dolphin Expressway) Sound Walls – **Florida Turnpike Authority** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$1,317,045. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, gls@ciflorida.com.
- 5.1.5. Truman Annex Seawall – **City of Key West** – Design Build Services for Reconstruction of 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. Kreed Howell, Construction Manager, City of Key West, 305-809-3963, lhowell@cityofkeywest-fl.gov
- 5.1.6. NOAA Design Build Docking Facility – **National Oceanic and Atmospheric Administration** – Design Build Services for Reconstruction of 4 fixed docks at the NOAA



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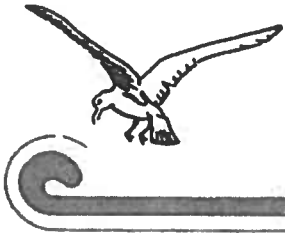
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- facility in Key West. Contract Value \$ 680,000. Lisa Symons, Facility Superintendent, NOAA, (305) 434-9370, lisa.symons@noaa.gov
- 5.1.7. Replacement of Dolphin Pier – **City of Key West** – Demo existing pile and timber dock and replace with new Floating Dock. Contract Value: \$ 883,960. Karen Olson., Engineering Department, City of Key West, 305-809-3803, kolson@cityofkeywest-fl.gov
- 5.1.8. PortMIAMI North Cruise Berths 1-6 Scouring Repairs – **Miami-Dade County Seaport Department** – Furnish and Install Steel Sheet Pile Scour Protection at Base of Existing Sheet Pile Bulkhead. Fill Scour Bowls with Tremie Concrete. Contract Value \$1,635,000. Kari Garland, Miami Dade County Seaport Department, kari@miamidade.gov, (305) 347-4974
- 5.1.9. Atlantic Sapphire Homestead Fish Farm – Installation of 14" x 12 ft. to 18 ft. augercast piles. Contract Value: \$247,800.00. Miguel Rotalde, OHL Building, Inc., (305) 994-9901, mrotalde@arellanogc.com
- 5.1.10. The 550 Office Building – Installation of 16" x 60 ft. augercast piles. Contract Value: \$511,161.00. Jason Smith, Gulf Building, (954) 492-9191, jasons@gulfbuilding.com
- 5.1.11. Baptist Health South Florida Augercast Piling – Furnish & Install 16" x 45ft Long Augercast Piling and Associated Test Pile. Contract Value: \$1,080,000.00. The Robins & Morton Group, Bruce Adams

5.2. 2017 Major Jobs

- 5.2.1. PortMIAMI Cruise Terminal F Runways, Tie Downs & Bollards Improvements (Project # 2015-055.02) – **Miami-Dade County Seaport Department** – Furnish and install 14" x 50ft Augered Cast-in-Place Piling and Cast-in-Place Concrete Runway Extensions for the Cruise Terminals and 24"x 80ft Augercast Pile supported 150 ton mooring bollards. Contract Value: \$ 1,155,425. Kari Garland, Miami Dade County Seaport Department, kari@miamidade.gov, (305) 347-4974
- 5.2.2. PortMIAMI Gantry Crane Rail Waterside Repairs (Project # 2015-047.01) – **Miami-Dade County Seaport Department** – Emergency repair to remove and replace approximately 160 LF of waterside gantry crane rail. Contract Value: \$ 168,135. Juan Bergouignan, Miami Dade County Seaport Department, Juberg@miamidade.gov, (305) 905-3925
- 5.2.3. Port of Miami Cruise Terminal A – **Miami-Dade County Seaport Department / Royal Caribbean International** – Installation of 18" x 61 ft. & 16" x 58 ft. augercast piles for the Terminal Building and Garage. Contract Value: \$2,578,800.00. Peter Ryan, Suffolk Construction, (786) 775-5039, peryan@suffolk.com

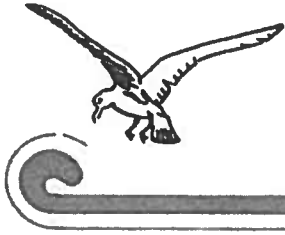


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- 5.2.4. Kanner Highway Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$ 502,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cfifl.com.
- 5.2.5. 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
- 5.2.6. Tamiami Canal Bridge Replacement – **Miami Dade County Public Works** – Installation of permanent bascule cofferdam, foundation piling, bulkhead piling, dredging and rip rap placement. Contract Value: \$ 4,800,000. Dhaval Gandhi, Archer Western Construction, (239) 229-5134, dgandhi@walshgroup.com.
- 5.2.7. Midtown 8 Augercast Piling – Furnish and Install 24" x 75ft And 14" x 45ft Augercast Foundation Piling, to include test pile program. Contract Value: \$1,845,000. Tony Costa, Kast Construction Company, LLC, (561) 689-2910, acosta@kastbuid.com
- 5.2.8. Elysee Seawall – Demolition of existing bulkhead obstructions, furnish and install 130 wall foot steel sheet pile seawall with cast in place concrete cap. Contract Value: \$ 247,274.00. Rick Schuerger, John Moriarty, Inc., (954) 920-8550, rschuerger@jmaf.net
- 5.2.9. Mary Brickell Pump Station – **City of Miami** – Design, Install and Remove temporary cofferdam for pump station construction. Contract Value: \$217,500.00. Ed Dominguez, South Eastern Engineering Contractors, edd.sec@comcast.net, (305) 557-4226.
- 5.2.10. Sunset Island Pump Station 3 & 4 Reconstruction – **City of Miami Beach** – Design, Install and Remove two temporary cofferdam for pump station construction. Contract Value: \$250,000.00. Andres Diaz, Ric-Man International, andresd@ric-man.us, (954) 426-1042
- 5.2.11. Lift Station 87 Phase I Microtunneling – **City of Sarasota** – Design, Furnish, Install and Remove Launching and Receiving Shaft Cofferdams for Microtunneling. Contract Value: \$1,179,430.00. Peter Turnbull, Vadnais Trenchless Services, Inc., (858) 550-1460, Pturnbull@prim.com
- 5.2.12. Kanner Highway Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$ 502,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cfifl.com.
- 5.2.13. 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
- 5.2.14. Herbert Hoover Dike Rehabilitation Project, Culverts 1 & 1A Replacement – **US Army Corps of Engineers** – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel Sheet Piling, 24" Augercast Piling. Contract Value: \$ 15,672,012.00. Sam Ballan, Odebrecht Construction Company, (305) 341-8866, sballan@odebrecht.com



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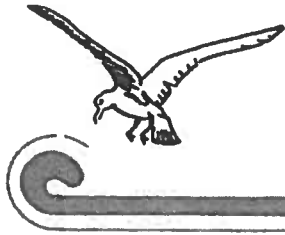
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- 5.2.15. Turnberry Marina Floating Dock Construction – Demolition and disposal of existing concrete docks and piling, installation of new pipe pile supported floating docks and timber piling. Contract Value \$ 950,000. Mark Bolchoz, Techno Marine Construction, Inc., (888) 418-3625, mark@technomarineusa.com.
- 5.2.16. Herbert Hoover Dike Rehabilitation Project, Culverts 3 & 4A Replacement – **US Army Corps of Engineers** – Removal of Temporary Sheet Pile Cofferdams and Fender Systems. Contract Value: \$ 420,369.00. Kevin McGlinchey, Archer Western Construction, LLC, (813) 849-7500, kmcglinchey@walshgroup.com.
- 5.2.17. Design-Build Services for SR 836 Operational, Capacity and Interchange Improvements – **Miami-Dade County Expressway Authority** – Installation of 18” and 24” prestressed concrete foundation piling for 19 bridges. Contract Value \$ 2,514,340.00. Paulo Brito, Odebrecht Construction Company, (305) 773-3139, pmoreira@odebrecht.com.

5.3. 2016 Major Jobs

- 5.3.1. 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
- 5.3.2. Cruise Terminal D New Storm Bollard – **Miami-Dade County Seaport Department** – Construction of new Augercast Pile support storm bollard. Contract Value: \$ 97,914.00. Kari Garland, Miami Dade County Seaport Department, kari@miamidade.gov, (305) 347-4974
- 5.3.3. S-164 Structure Rehabilitation – **St. John's River Water Management District** – Design, Furnish and Install Temporary Cofferdam for Dewatering. Contract Value: \$420,000.00. Matthew Deluca, D.N. Higgins, Inc., (941) 309-5275, mattd@dnhiggins.com.
- 5.3.4. Terminal Island Bulkhead – 440 Wall Ft Anchored Bulkhead Replacement and Soil Remediation. Contract Value: \$ 2,780,000.00. Nick Azar, Fisher Island Community Association, (305) 695-3069, nazar@fisherislandfca.com
- 5.3.5. Lennox Hotel Cofferdam & Foundation Piling – Design and Install Permanent Steel Sheet Piling, Excavate and Place Tremie Seal, Cutoff Previously Install Augercast Piling. Contract Value: \$641,000.00. Bert Nunez, Cuesta Construction, (305) 270-3731
- 5.3.6. 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.
- 5.3.7. C44 Reservoir/STA Project, S-401 Pump Station – **South Florida Water Management District** – Install and Remove 109ft x 100ft x 30ft Deep Sealed Cofferdam comprised of W36x194 x PZC26 Combi-wall, 3ft thick tremie and 21 permanent ground anchors. Install 14” and 18” prestressed concrete pile and permanent sheet pile bulkhead and tieback



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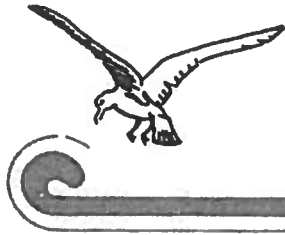
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- system. Contract Value: \$ 1,383,800. Kirk Watson, Harry Pepper & Associates (305) 797-5373, kwatson@hpepper.com
- 5.3.8. Island Gardens Megayacht Marina (Bulkhead & Med Moor System Construction) – Furnish and install 921 foot long anchored steel 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
- 5.3.9. I-75 Express Segment D Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$2,103,072.00. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cfifl.com.
- 5.3.10. SFRTA Operations Center Augercast Piling – **South Florida Regional Transportation Authority** – Furnish and install Augercast foundation piling. Contract Value: \$ 975,000.00. Gulf Building, LLC.; (954) 492-9191
- 5.3.11. SR 826 / I-75 Express Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$1,050,092. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cfifl.com.
- 5.3.12. I-75 Express Segment A&B Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$1,585,305. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cfifl.com.
- 5.3.13. Turnpike HEFT at S.W. 104th to S.W. 184th Sound Walls – **Florida Turnpike Authority** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$1,790,673. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cfifl.com.

5.4. 2015 Major Jobs

- 5.4.1. Del Gato Trust Residential Guest House Cofferdam and Piling – Installation of Temporary Cofferdam and Augercast Foundation Piling. Contract Value: \$ 1,127,025.00. Peter Giaquinto, Southeast Construction, LLC.
- 5.4.2. Venetian Causeway Bridge Rehabilitation – **Miami Dade County** – Installation of 32 ea. 54" x 50ft Drilled Shaft Foundations, Sheet Pile Bulkhead and 64 LF of Temporary Crane Trestle. Contract Value: \$ 1,016,619.73. Michael Miles, GLF Construction Corporation, (305) 371-5228, mmiles@glfusa.com
- 5.4.3. Island Gardens Megayacht Marina (Floating Dock Construction) – Install Mega Yacht facility Floating Dock. Contract Value \$ 700,000. Mark Bolchoz, Techno Marine Construction, Inc., (888) 418-3625, mark@technomarineusa.com.
- 5.4.4. Miami Harbor Deepening Phase II, Julia Tuttle Sea Grass Mitigation Area - **US Army Corps of Engineers** – Installation and removal of 65 each 12" x 60 foot long temporary

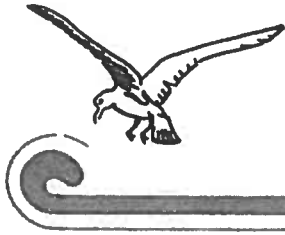


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- pipe piling, 6,500 lf of floating turbidity barrier, and 8 ea. 30" x 60 foot long temporary steel caissons. Contract Value: \$ 275,000.00. Scott Baumann, Great Lakes Dredge and Dock, LLC, (630) 209-1058 SBaumann@gldd.com.
- 5.4.5. Island Gardens Megayacht Marina (Dredging & Turbidity Management) – Furnish time and material support for installation, maintenance, and removal of all necessary turbidity management devices. Contract Value \$ 1,670,000. Bruce Wood, Jay Cashman, Inc., (617) 890-0600, Bwood@jaycashman.com
- 5.4.6. University of Miami Pedestrian Bridge (NC-1779) – Furnish and Install 220ft x 13ft Pedestrian Bridge over Lake Osceola with 18" driven concrete pile, steel girders and Cast in Place Deck. Contract Value: \$ 899,500.00. Stephen Chang, Moss & Associates, (954) 524-5678, schang@mossemail.com
- 5.4.7. Herbert Hoover Dike Rehabilitation Project, Culverts 11 & 16 Replacement – **US Army Corps of Engineers** – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel Combi-Wall Sheet Piling. Contract Value: \$ 2,827,470.00. Tom Westervelt, Harry Pepper and Associates, (561) 792-9186, twestervelt@hpepper.com.
- 5.4.8. Palazzo Del Luna – Furnish and install Augercast foundation piling. Contract Value: \$ 1,350,000.00. Chuck Zhang; ASR Construction; (305) 534-1989.
- 5.4.9. US 27 Barry Road to US 192 Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$763,118.00. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cifl.com.
- 5.4.10. Villas by the Sea – Buildings A & D, Install 438 ea. 14" x 40 ft. bid length augercast piles. Contract Value: \$543,795. Bruce Talboys, Minto Villas by the Sea, LLC, (954) 973-4490
- 5.4.11. I-75 Express Segment C (Miramar to Sheridan) Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$795,951. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cifl.com.
- 5.4.12. US-41 (SR951 to Greenway Road) Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$515,207. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cifl.com.
- 5.4.13. SR 951/Collier Blvd. Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$237,456. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cifl.com.
- 5.4.14. US-27 Barry Road to US-192 Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$771,744. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glscifl@cifl.com.



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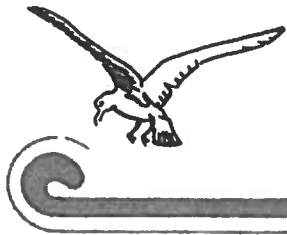
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- 5.4.15. Master Pump Station No. 3 Cofferdam – **Miami Dade Water and Sewer Department** – Design, Install, and Remove Temporary Cofferdam for Pump Station Construction. Installation of 12 ea. 24"x75ft Augercast Foundation Piling. Contract Value \$ 2,789,000. Patrick Carr, Poole & Kent Company of South Florida; (305) 325-1930, patc@pkflorida.com
- 5.4.16. 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
- 5.4.17. 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
- 5.4.18. University of Miami U-Health Ambulatory Center– Furnish and install Augercast foundation piling. Contract Value: \$ 690,000.00. Frank Chang, Arellano Construction Company, (305) 994-9901
- 5.4.19. EAA A-1 Flow Equalization Basin – **South Florida Water Management District** – Design, furnish, install, and remove temporary sheet pile cofferdams for 16 water control structures. Install approximately 3,870 linear feet of permanent steel sheet piling, 175 thread bar tiebacks, 500 LF of double channel waler, and 160 each 14" prestressed concrete piles. Contract Value: \$ 3,279,640.00. Miguel Vila, Central Florida Equipment, Inc., (305) 888-3344, Miguelv@centralfloridaequip.com.
- 5.4.20. 8th Ave Residences– Furnish and install 230 ea. 24" x 70ft and 233 ea. 14"x56ft augercast piling. Contract Value: \$ 1,358,250.00. Joe Darnaby, Stiles Construction, (954) 627-9150, joe.darnaby@stiles.com
- 5.4.21. Dolphin Mall Restaurant Expansion – Furnish and install augercast piles. Contract Value: \$206,550.00. Joel Roehl, Whiting Turner Contracting Co., (954) 776-0800
- 5.4.22. I-75 Express Segment E (Griffin to I-595) Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$1,084,547. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, glc@ciflorida.com.
- 5.4.23. Joseph Caleb Center Parking Garage – Install 362 ea. 16" dia. x 48 ft. bid length augercast piles. Contract Value: \$602,140.00. Rick Curley, ABC Construction, (305) 663-0322
- 5.4.24. The Palms Hotel & Spa Parking Garage – Install 131 - 14" dia. x 40 ft. bid length augercast piles. Contract Value: \$201,000. Juan Mejia, KVC Construction, (305) 757-7707

5.5. 2014 Major Jobs

- 5.5.1. Wharves Strengthening Program, Cargo Wharves I to VII – **Miami-Dade County Seaport Department** – Furnish and install replacement combi-wall steel sheet pile bulkhead, driven

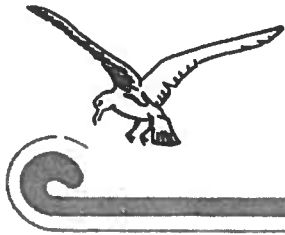


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- 30" pipe piling and cast-in-place concrete breasting structures. Contract Value: \$ 22,144,822.00. Odebrecht Construction Company, Luiz Simon (305) 341-8800, lsimon@odebrecht.com – Juan Bergouignan, Miami Dade County Seaport Department (305) 347-49741
- 5.5.2. 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@fisherislandfica.com
- 5.5.3. 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
- 5.5.4. 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.
- 5.5.5. Molasses Facility Foundation Project – Furnish and Install 556 ea. 24" x 35ft Augercast Piling. Contract Value: \$ 1,135,000.00. Robert Rodriguez, Industrial Construction Solutions, (561) 261-0075
- 5.5.6. The Atton Brickell Hotel – Furnish and install 390 ea. 18" x 40ft augercast piling. Contract Value: \$ 718,000.00. Scott Desharnais, Moss and Associates, LLC (954) 524-5678, sdesharnais@mossemail.com
- 5.5.7. S-133 and S-135 Pump Stations Trash Rake Upgrades and Site Improvements – *South Florida Water Management District* – Furnish and Install two (2) replacement steel combination wall and precast concrete bridge structures for Trash Rake Upgrades. Includes steel sheet pile underwater cutoff wall and trash rake divider wall and timber and composite pile. Contract Value: \$2,395,095.00. Matthew Deluca, McKenna Contracting, Inc., (941) 309-5275, mdeluca@mckennacontracting.com.
- 5.5.8. S-129 and S-131 Pump Stations Trash Rake Upgrades and Site Improvements – *South Florida Water Management District* – Furnish and Install two (2) replacement steel combination wall and precast concrete bridge structures for Trash Rake Upgrades. Includes steel sheet pile underwater cutoff wall and trash rake divider wall. Contract Value: \$ 2,465,911.00. Matthew Deluca, McKenna Contracting, Inc., (941) 309-5275, mdeluca@mckennacontracting.com.
- 5.5.9. Jupiter Island Beach Club – Install 155 ea 16" dia. x 39 ft. bid length augercast piles. Contract Value: \$310,000.00. Frank DAscanio, The Weitz Company, (561) 687-4804
- 5.5.10. One West Las Olas – Install 59 ea. 24" x 65 ft. bid length augercast piles. Contract Value: \$372,000.00. Jessica Quintana, Stiles Construction, (954) 627-9150
- 5.5.11. LA Fitness - Install 259 – 16" dia. x 22 ft. bid length augercast piles. Contract Value: \$240,000.00. Angel Ortiz, Kellogg & Kimsey, Inc., (941) 927-7700



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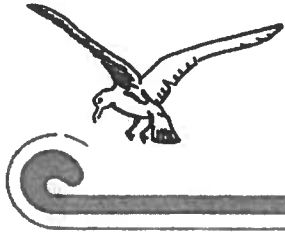
foundation company

Ebsary Foundation Company Qualifications
February 2, 2016

- 5.5.12. LAN Cargo Aircraft Maintenance Hangar – Install 162 - 14" dia. x 57 ft. bid length augercast piles. Contract Value: \$295,000.00. Sebastian Gomez, Lemartec Engineering, (305) 273-8676
- 5.5.13. I-75 Sound Walls (Caloosahatchee) – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$ 453,436. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, gls@ciflorida.com.
- 5.5.14. I-95 at Spanish River Blvd / Yamato Road Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$225,725. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, gls@ciflorida.com.
- 5.5.15. Martin Hwy. / C.R. 714 Sound Wall – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$143,265. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, gls@ciflorida.com.
- 5.5.16. Pembroke Rd (I-75 to Dykes Road) Sound Wall – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$87,520. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, gls@ciflorida.com.

5.6. 2013 Major Jobs

- 5.6.1. Repairs to Navy Mole Bulkhead 497 – **US Department of the Navy, NAVFAC S.E. / City of Key West** – Demo and Install replacement 400 LF of new Sheet pile Seawall with CIP Concrete Cap and Promenade slab, waler and grouted soil anchor tiebacks, mill and repave the pier and utility restoration. Contract Value: \$ 3,278,822.00. Ray Cottom, NAVFAC SE, (850) 814-7060, Melvin.Cottom.ctr@navy.mil.
- 5.6.2. Design-Build Services for Seawall Stabilization and Repair Project – **City of Miami** – Design and install grouted seawall tieback system for an existing failed seawall. Includes concrete repairs and site restoration. Contract Value: \$ 2,369,250.00. Jeovanny Rodriguez, City of Miami, (305) 416-1395, jrodriguez@miamigov.com
- 5.6.3. ECHO Aventura Seawall, Augercast Pile and Temporary Steel Sheet Piling – Demolition of existing bulkhead obstructions, furnish and install 1100 wall foot steel sheet pile bulkhead, boulder rip rap, cast in place concrete cap, 215 ea. 36" augercast pile, 315 ea. 18" augercast pile and design, install and remove 9 ea. temporary steel sheet pile cofferdams. Contract Value: \$ 3,264,941.00. Rick Schuerger, John Moriarty, Inc., (954) 920-8550, rscjierger@jmaf.net
- 5.6.4. The Brickell CitiCentre, Foundation Package – 1,153 LF of AZ19-700 permanent steel sheet piling and internal steel beam waler and bracing. Contract Value: \$ 7,012,411.



EBSARY

foundation company

Ebsary Foundation Company Qualifications
February 2, 2016

- Charles Bartlett, Malcolm Drilling Company, Inc., cbartlett@malcolmdrilling.com (813) 523-1427.
- 5.6.5. Biscayne Bay Yacht Club Seawall – Furnish and Install 125 wall feet of new steel sheet piling seawall with concrete cap, rip-rap, and uplands. Contract Value: \$155,000.00. Jeff Williamson, (305) 794-6839, jwilliamson@hbre.net.
- 5.6.6. SR 84 Davis Blvd. Sound Walls (Collier County) – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$ 307,880.00. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, gls@ciflorida.com.
- 5.6.7. I-75 Sound Walls (Caloosahatchee) – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$ 340,600.00. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284, gls@ciflorida.com.
- 5.6.8. Replacement of Tarpon Pier – **City of Key West** – Demo existing pile and timber dock and replace with new Floating Dock. Contract Value: \$ 1,421,533.00. Birchard Ohlinger, P.E., Engineering Department, City of Key West, (305) 809-3747, bohlinger@keywestcity.com.
- 5.6.9. I-595 Corridor Roadway Improvements Project (Soundwall Construction) – **Florida Department of Transportation** – Furnish and Install Augercast Pile Soundwall Posts, Precast Concrete soundwall panels, demolition and disposal of existing soundwall panels, Temporary and Permanent sheet pile installation. Contract Value: \$1,758,337. David Lagan, Dragados-USA, (954) 513-3884, dlagan@Dragados-USA.com.
- 5.6.10. PortMIAMI Cruise Terminal C, F & G Runway Improvements and New Bollards (Project # 2013-041) – **Miami-Dade County Seaport Department** – Furnish and install 14" x 50ft Augered Cast-in-Place Piling and Cast-in-Place Concrete Runway Extensions for the Cruise Terminals and 24"x 80ft Augercast Pile supported 150 ton mooring bollards. Contract Value: \$ 868,405.00. Kari Garland, Miami Dade County Seaport Department, kari@miamidade.gov, (305) 347-4974
- 5.6.11. Berth 1 High Wind Bollards – **Broward County Seaport Department (Port Everglades)** – 1 ea. 66" x 70ft long Drilled shafts with concrete pile caps and 150 Ton Single Bit Bollards. Contract Value: \$ 172,000.00. Gary Bogumill, Port Everglades, gbogumill@broward.org, (954) 468-0149

Excess Liability Policy \$5,000,000
<u>Insurer letter D:</u> Liberty Insurance Corporation
<u>Policy Number:</u> TH7-Z51-021626-869
<u>Each Occurrence:</u> \$5,000,000 <u>Products -Completed Operation Aggregate:</u> \$5,000,000
Excess Liability Policy (\$10,000,000 Excess of \$5,000,000)
<u>Insurer:</u> Allied World National Assurance Company
<u>Policy Number:</u> 0311-8226
<u>Each Occurrence:</u> \$10,000,000 <u>Products -Completed Operation Aggregate:</u> \$10,000,000



CERTIFICATE OF LIABILITY INSURANCE

4/30/2020

DATE (MM/DD/YYYY)

4/24/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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): E-MAIL: ADDRESS: FAX (A/C, No):														
INSURED 1421316 Ebsary Foundation Company 2154 Northwest North River Drive Miami FL 33125	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : Employers Insurance Company of Wausau</td> <td>21458</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER E : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER F : Ironshore Specialty Insurance Co</td> <td>25445</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : Employers Insurance Company of Wausau	21458	INSURER C : Liberty Insurance Corporation	42404	INSURER D : Evanston Insurance Company	35378	INSURER E : AGCS Marine Insurance Company	22837	INSURER F : Ironshore Specialty Insurance Co	25445
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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-Z51-021626-679	4/30/2019	4/30/2020	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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ASC-Z51-021626-669	4/30/2019	4/30/2020	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	Y	TH7-Z51-021626-869	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 Prod/Comp Ops \$ 15,000,000
A	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/A	WC2-Z51-021626-859	4/30/2019	4/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E F	Pollution Contractor's Equip Professional Liab	N	N	CLMOL100533 MX1 93053882 004039500	4/30/2019 4/30/2019 4/30/2019	4/30/2021 4/30/2020 4/30/2020	See Attached Sec Attached Sec Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 P&I includes Jones Act. Worker's Comp includes USL&H 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.

Limits

Pollution

Each Occurrence: \$1,000,000

Policy Aggregate: \$1,000,000

Deductible: \$10,000

Contractors Equipment Limits

Aggregate Limit of Insurance any one Occurrence: \$9,383,246

Owned Contractors Equipment: Annual Reporting Basis

Crane Limit \$4,360,955

Equipment Leased, Rented or Borrowed from Other: \$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

Deductibles(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

Designers & Contractors Professional Liability

Each Claim: \$1,000,000

Aggregate: \$1,000,000

Retention: \$ 50,000

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
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State

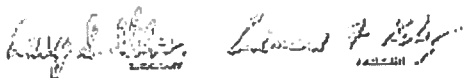
EACH STATE NAMED IN ITEM 3.A OF THE INFORMATION PAGE AND THE STATES OF
ND, OH, WA, WY.

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 Longshore and Harbor Workers' Compensation 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

Effective Date 04/30/2019 Expiration Date 04/30/2020

<input checked="" type="checkbox"/>	LIBERTY MUTUAL INSURANCE COMPANY
<input type="checkbox"/>	LIBERTY MUTUAL FIRE INSURANCE COMPANY
<input type="checkbox"/>	LIBERTY INSURANCE CORPORATION
<input type="checkbox"/>	LM INSURANCE CORPORATION
<input type="checkbox"/>	THE FIRST LIBERTY INSURANCE CORPORATION



Countersigned by.....
Authorized Representative

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