

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 Proposal filled in, using black ink. | [] |
| 3. | Total and unit prices added correctly. | [] |
| 4. | Addenda acknowledged. | [] |
| 5. | Subcontractors are named as indicated in the Proposal. | [] |
| 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 calendar days after receiving a Notice of Award. | [] |
| 11. | Bid submitted intact with Bid Bonds and affidavits. | [] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [] |
| 13. | Bidder must provide satisfactory documentation of State Licenses. | [] |
| 14. | Non-Collusion Affidavit. | [] |
| 15. | Anti-Kickback Affidavit. | [] |
| 16. | Public Entity Crimes. | [] |
| 17. | Domestic Partner Affidavit. | [] |
| 18. | City of Key West Indemnification Form. | [] |
| 19. | Cone of Silence Affidavit. | [] |
| 20. | Proof of Insurance. | [] |

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

BID FORM

To: The City of Key West

Address: 1300 White St., Key West, Florida 33040

Project Title: Trumbo Road Floating Docks - Key West Bight Marina

City of Key West Project No.: KB1201 (ITB #20-009)

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

Name: Scott Alfele

Telephone: 305-325-0530

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- G. The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- H. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.

- K. The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.
- O. Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Contractor contained within this agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to City upon request.

SPECIFIC INSURANCE COVERAGES AND LIMITS

- A. All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- B. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under

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

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

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

Jones Act coverage shall be maintained by the Contractor that will respond to claims filed under the Federal Jones Act (46 U.S.C.A. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

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

The minimum acceptable limits will be:

Bodily Injury &	\$2,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and aggregate.

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

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

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than:

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

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

or

Bodily Injury &

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

Accident

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 14 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions.

LIQUIDATED DAMAGES

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

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

PERMITS

The City has obtained permits from FDEP and ACOE and are attached herewithin. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department, and a Certificate of Appropriateness from the Historic Architectural Review Commission (HARC).

Trumbo Road Floating Docks
Key West Bight Marina
Key West, Florida
Project No. KB1201 (ITB #20-009)

BID FORM

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

	Item Description	Qty	Units	Unit Price	Total
Base Bid					
1	Mobilization	1	EA	\$ 45,000	\$ 57,000
	General / Supp Conditions	1	EA	\$ 5,000	
	Performance / Payment Bonds	1	EA	\$ 5,000	
	Demobilization	1	EA	\$ 2,000	
	(10% of Construction Cost Max)				
2	Permit Fees (to be paid at cost)	1	LS	\$40,000	\$ 40,000
3	Furnish and install Main Floating Dock (8'W x 12'L and 10'W x 146'L)	1556	SF	\$ 105	\$ 163,380
4	Furnish and install 4 Finger Piers (4'W x 35'L)	560	SF	\$ 105	\$ 58,800
5	Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	14	EA	\$ 7,400	\$ 103,600
6	Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	3	EA	\$ 7,000	\$ 21,000
7	Furnish and install Aluminum Access Ramp (4'W x 17'L)	1	EA	\$ 50,000	\$ 50,000
8	Furnish and install accessories (15" Cleats: Main Pier & Finger Piers)	28	EA	\$ 80	\$ 2,240
9	Electrical System per Stantec Plans and Specifications	1	LS	\$ 85,000	\$ 85,000
10	Potable Water System per Stantec Plans and Specifications	1	LS	\$ 20,000	\$ 20,000
11	Sewer System per Stantec Plans and Specifications	1	LS	\$ 58,000	\$ 58,000
12	Fire System per Stantec Plans and Specifications	1	LS	\$ 20,000	\$ 20,000
13	As-builts	1	LS	\$ 1,000	\$ 1,000
14	Product information and Warranty Certificate Binder	1	LS	\$ 1,000	\$ 1,000
15	Safety Act	1	LS	\$ 2,500	\$ 2,500
16	General Allowance (Only to be used with owners' written permission)	1	LS	\$50,000	\$ 50,000
Total Base Bid					\$ 643,520

TOTAL LUMP SUM BASE BID

Six Hundred Forty-Three Thousand Five Hundred Twenty Dollars

(Amount written in words has precedence)

and Zero Cents

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

3C Construction Corp

Name

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

Gary's Plumbing and Fire

Name

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

Florida Keys Electric

Name

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

Name

Street City State Zip

Surety

Matson-Charlton Surety Group whose address is

700 South Dixie Highway, Suite 100 Miami FL, 33146
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Ebsary Foundation Company

_____ doing business at

<u>2154 NW North River Drive</u>	<u>Miami</u>	<u>FL 33125</u>	
Street	City	State	Zip

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

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

<u>Scott Alfele - President</u>	<u>Richard Ebsary - Chairman</u>
<u>Matthew Shiring - VP</u>	<u>Yvette Aubin - VP</u>
<u>Mike Gonzalez - VP</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 8 day of July 2020

(SEAL)



Ebsary Foundation Company

Name of Corporation

By: 

Title: President

Attest: 

Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ FIVE PERCENT OF AMOUNT BID

KNOW ALL MEN BY THESE PRESENTS, that EBSARY FOUNDATION COMPANY

hereinafter called the Contractor (Principal), and TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

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

(Obligee), in the sum of: FIVE PERCENT OF AMOUNT BID-----

_____DOLLARS (\$ 5%-----), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for ITB #20-009 Trumbo Road Floating Docks - Key West Bight Marina.

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

ITB #20-009: TRUMBO ROAD FLOATING DOCKS – KEY WEST BIGHT MARINA

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

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

Signed and sealed this 8TH day of JULY, 20 20.

EBSARY FOUNDATION COMPANY

Principal

By: 

TRAVELERS CASUALTY INSURANCE AND SURETY COMPANY

Surety

By: 

Attorney-In-Fact JOHN W. CHARLTON

END OF SECTION



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John W Charlton**, and **D W Matson III** of **Coral Gables, Florida**, their true and lawful Attorney-in-Fact 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 **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 said Companies 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**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this **8TH** day of **JULY**, **2020**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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.

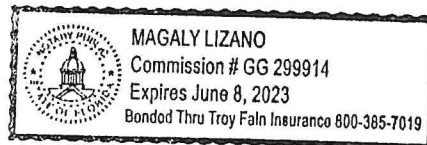
By: 

Scott Alfele - President

Sworn and subscribed before me this
8 day of July, 2020



NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: June 8, 2023

END OF SECTION

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

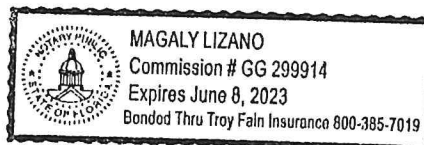
By: 

Scott Alfele - President

Sworn and subscribed before me this
8 day of July, 2020



NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: June 8, 2023

END OF SECTION

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 #20-009
2. This sworn statement is submitted by Ebsary Foundation Company
(name of entity submitting sworn statement)
whose business address is 2154 NW North River Drive Miami FL 33125

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement N/A
3. My name is Scott Alfele
(please print name of individual signing)

and my relationship to the entity named above is President
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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).

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

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

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

 X 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)
7/8/20
(date)

STATE OF Florida

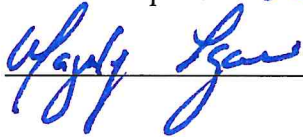
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned
authority,

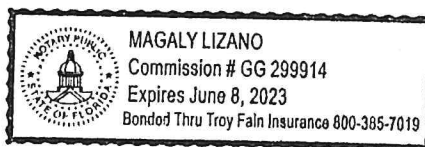
_____ who, after first being sworn by me, affixed
his/her
(name of individual signing)

signature in the space provided above on this 8 of July, 2020.

My commission expires: June 8, 2023



NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Ebsary Foundation Company

SEAL:

2154 NW North River Drive Miami, FL 33125

Address

Signature

Scott Alfele

Print Name

President

Title

DATE:

7/8/20

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 8 day of July 2020.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

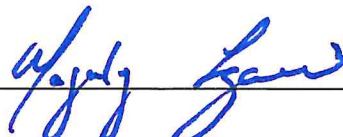
COUNTY OF Miami-Dade)

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

8 day of July, 2020.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: June 8, 2023





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

ADDENDUM NO. 1

**TRUMBO ROAD FLOATING DOCKS
KEY WEST BIGHT MARINA
ITB #20-009**

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:

QUESTIONS & CLARIFICATIONS:

1. What is the estimated construction cost?

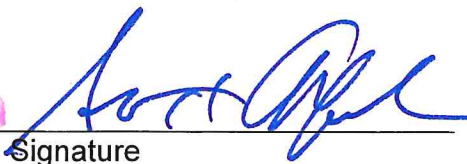
The Owner's estimated construction cost is \$713,000

2. Are Wahoo Docks an acceptable alternate dock manufacturer?

Yes, Wahoo Docks (a Meeco Sullivan Corporation) is an approved alternate dock manufacturer

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

**TRUMBO ROAD FLOATING DOCKS
KEY WEST BIGHT MARINA
ITB #20-009**

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:

QUESTIONS & CLARIFICATIONS:

1. Are there any submerged utilities in the project work area?

There are no known submerged utilities

2. Who hire and pays for the pile monitoring?

Contractor is responsible for pile monitoring

3. Are engineered (signed and sealed) pile logs required?

Signed and sealed pile logs are not required

4. Will the electrical disconnects be required to be elevated to meet the FEMA flood plain requirements?

Yes, project is required to follow all applicable codes

5. When is the anticipated start date for construction?

Two to three months after bid opening

6. Will the City provide parking?

Yes, the City will provide parking passes for use during active work hours

7. How many parking spaces will be provided to the Contractor?

Number of parking passes will be determined after contract award

8. Are Golden Marine Systems aluminum floating dock systems an acceptable alternate dock manufacturer?

Yes, Golden Marine Systems aluminum floating dock systems is an approved alternate dock manufacturer

9. Are Bluewater Marina & Dock Specialties aluminum floating dock systems an acceptable alternate dock manufacturer?

Yes, Bluewater Marina & Dock Specialties aluminum floating dock systems is an approved alternate dock manufacturer

10. Could you please clarify the Floating Dock live load information provided:

TS-4.2 Design conditions for Floating Docks states: "Live load 50 psf. – Distributed load"
Is this the flotation live load?

STRUCTURAL PILE LAYOUT Drawing number S01 Design 2. D states: DOCK LIVE LOAD = 100PSF. Is this the structural frame live load?

Am I correct in thinking the flotation live load is 50 psf.?

Yes, the 50 psf flotation live load referenced is an industry minimum. 100 psf live load is the FBC minimum for an exit way. As such a 100 psf live load is specified on docks in case of an emergency in which all vessel passengers must exit their vessels at the same time.

11. What is the purpose of having a center hinged gangway vs. a traditional gangway?

That is means and methods, we will consider traditional gangway

12. A traditional gangway would cost less.

Agree, see response to answer 11

13. If the center hinged gangway is a must, do you have additional specs or drawing on the hinge mechanism other than drawing C08?

There are no additional gangway specifications

14. Provide clarification on the following pipe pile specification:

TS-6.2 Steel piles will be tubular steel minimum ASTM A500 Grade B seamless steel pipe.

- Is it the engineers intention to require are non-spiral weld. Can pipe pile vendors quote ERW steel pipe A-500 / A-252-3? 50,000 ksi minimum yield?

The pipe needs to be ASTM A500-Gr B (Fy=42ksi)

- Cutting, splicing, and extending of steel piling will not be allowed. Does that mean no factory splice?

Contractor will need to produce a cut sheet of their pipe for shop drawings. The cut sheet needs to show a legitimate splice which continues the conditions of the ASTM A500-Gr B (Fy=42ksi) properties through the pipe

- The specification is requesting ASTM A-500 but further described as Seamless. These pipes wouldn't be seamless. Is the correct specification ASTM A-252 GR3 which would be for Piling?


No Seamless steel pipe, please disregard.

15. Please confirm that there is no pre-bid meeting mandatory or non-mandatory

There is no pre-bid meeting

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

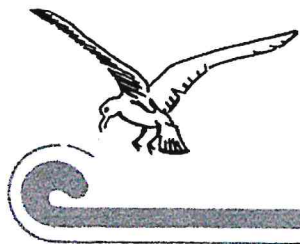
All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

	Ebsary Foundation Company
Signature	Name of Business

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

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

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



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

City of Key West ITB #20-009
Trumbo Road Floating Docks – Key West Bight Marina
Key West, Florida

Project References

EBSARY FOUNDATION COMPANY

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

1. Project Reference 1

Name: New North Cruise Berth 7, Cruise Terminal A Development Project

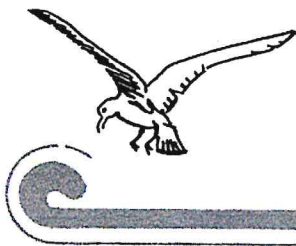
- 1.1. Description and Location of Work: Demolition and Reconstruction of new 1475 ft long Cruise Ship Berth, to include bulkhead, anchor wall, Utilities, Paving, Storm water, Demolition and Dredging.
- 1.2. Contract Amount: \$21,775,000.00
- 1.3. Dates work was Performed: March 2017 – November 2018
- 1.4. Owner: Miami Dade County Seaport Department / Royal Caribbean International
- 1.5. Owner Contact Info: Dave Whelpley, Wesco Construction - (305) 259-3440, dwhelpley@wescocm.com
- 1.6. Engineer: Atkins
- 1.7. Engineer Contact Info: Desiderio Maldonado – (305) 592-7275

2. Project Reference 2

Name: NOAA Design Build Docking Facility

- 2.1. Description and Location of Work: Design Build Services for Reconstruction of 4 fixed docks at the NOAA facility in Key West.
- 2.2. Contract Amount: \$680,000
- 2.3. Dates work was Performed: October 2017 – July 2018
- 2.4. Owner: NOAA
- 2.5. Owner Contact Info: Lisa Symons, Facility Superintendent – 305-434-9370
- 2.6. Engineer: Meridian Engineering
- 2.7. Engineer Contact Info: Rick Milelli – 305-481-0400

Incorporated 1930



EBSARY

foundation company

3. Project Reference 3

Name: Island Gardens Mega Yacht Marina

- 3.1. Description and Location of Work: Install Mega Yacht Facility floating docks. Located in Miami Florida.
- 3.2. Contract Amount: \$700,000
- 3.3. Dates work was Performed:
- 3.4. Owner: Flagstone Properties, LLC
- 3.5. Owner Contact Info: Michael Pelczar (954) 253-5539 mpelczar@flagstonegroup.com
- 3.6. Engineer: Techno Marine Construction
- 3.7. Engineer Contact Info: Mark Bolchoz – 888-418-3625

4. Project Reference 4

Name: Dolphin Pier Floating Dock Replacement

- 4.1. Description and Location of Work: Demo existing pile and timber dock and replace with new Floating Dock.
- 4.2. Contract Amount: \$883,960
- 4.3. Dates work was Performed: November 2017 – April 2019
- 4.4. Owner: City of Key West
- 4.5. Owner Contact Info: Karen Olson - 305-809-3803
- 4.6. Engineer: Stantec
- 4.7. Engineer Contact Info: Carlos Herdocia – 305-445-2900

5. Project Reference 5

Name: Repairs to Navy Mole Bulkhead

- 5.1. Description and Location of Work: 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. Located in Key West Florida
- 5.2. Contract Amount: \$3,278,000
- 5.3. Dates work was Performed: June 2012 – April 2013
- 5.4. Owner: US Dept of Navy NAVFAC SE / City of Key West
- 5.5. Owner Contact Info: Ray Cotton - NAVFAC SE, (850) 814-7060, Melvin.Cottom.ctr@navy.mil.
- 5.6. Engineer: Appledore Marine Engineering
- 5.7. Engineer Contact Info: Robert Snover – 603-766-1870, amei@appledoremachine.com

Additional project and business references can be provided upon request.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALFELE, SCOTT A

EBSARY FOUNDATION COMPANY
2154 NW NORTH RIVER DRIVE
MIAMI FL 33125-2297

LICENSE NUMBER: CGC059721

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

4/30/2021

DATE (MM/DD/YYYY)

5/26/2020

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No):	
INSURED 1432271 Ebsary Foundation Company 2154 Northwest North River Drive Miami FL 33125	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Insurance Company NAIC # 23043	
	INSURER B: Water Quality Insurance Syndicate	
	INSURER C: Liberty Insurance Corporation 42404	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15504716 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A B C	Hull/P&I Vessel Pollution XS P&I	Y N	LIUH-02286-02 52-82569 TH7-Z51-021626-860	5/1/2020 5/1/2020 4/30/2020	5/1/2021 5/1/2021 4/30/2021	Protection & Indemnity - \$1,000,000 Vessel Pollution - \$5,000,000 XS P&I: \$15,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Project: 6277-0/12 Contract- Project No: 2010-038.05. Miami Dade County is named as additional insured as required by written contract subject to terms, conditions and exclusions

CERTIFICATE HOLDER**CANCELLATION** See Attachment

15504716

Miami Dade County
111 NW 1st Street
Miami FL 33128

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Excess 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

4/30/2021

DATE (MM/DD/YYYY)

4/7/2020

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1421316 Ebsary Foundation Company 2154 Northwest North River Drive Miami FL 33125	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	
	INSURER B: Employers Insurance Company of Wausau	
	INSURER C: Liberty Insurance Corporation	
	INSURER D: Evanston Insurance Company	
	INSURER E: AGCS Marine Insurance Company	
INSURER F: Ironshore Specialty Insurance Co		
NAIC #		
23035		
21458		
42404		
35378		
22837		
25445		

COVERAGES **CERTIFICATE NUMBER:** 14637982 **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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	TB2-Z51-021626-670	4/30/2020	4/30/2021	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ASC-Z51-021626-660	4/30/2020	4/30/2021	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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	TH7-Z51-021626-860	4/30/2020	4/30/2021	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 <input checked="" type="checkbox"/> N	N/A	WC2-Z51-021626-670	4/30/2020	4/30/2021	<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 4/30/2020 4/30/2020	4/30/2021 4/30/2021 4/30/2021	See Attached See Attached See 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 Re: 2013 HMDE Trailer VIN#NOVIN0201023709 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 Attachment14637982
Proof of Insurance
CA

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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Limits

Pollution

Each Occurrence: \$3,000,000

Policy Aggregate: \$3,000,000

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