

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. Anti-Kickback Affidavit. [✓]
15. Public Entity Crimes. [✓]
16. Domestic Partner Affidavit [✓]
17. City of Key West Indemnification Form. [✓]
18. Cone of Silence Affidavit. [✓]

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: Kingfish Pier Replacement - City Marina at Garrison Bight

City of Key West Project No.: HU1701G09 (ITB #20-006)

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 & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and aggregate.
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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 10 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, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 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1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, <

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

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department.

Kingfish Pier Replacement
City Marina at Garrison Bight
Key West, Florida
Stantec Project No. 215615197
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				
Mobilization	1	EA	\$50,000	
General / Supp Conditions	1	EA	\$20,000	
Performance / Payment Bonds	1	EA	\$15,000	
Demobilization	1	EA	\$13,000	
(10% of Construction Cost Max)				\$128,000
Permit Fees (to be paid at cost)	1	LS	\$45,000	\$ 45,000
Demolition of Existing Floating Concrete Pier, Pilings and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier	1	LS	\$200,000	\$200,000
Furnish and install Main Floating Pier (8'W by 390'-8½"L)	3126	SF	\$ 80	\$ 250,080
Furnish and install 24 Finger Piers (4'-1"W x 30'-2"L)	2956	SF	\$ 100	\$ 295,600
Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	48	EA	\$6,500	\$ 312,000
Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	23	EA	\$ 5,000	\$ 115,000
Pile Collars	16	EA	\$ 0	\$ 0
Furnish and install Aluminum Access Ramp (4'W x 17'L)	1	EA	\$10,000	\$ 10,000
Furnish and install accessories (15" Cleats: Main Pier/Finger Piers)	186	EA	\$ 100	\$ 18,600
Electrical System per Stantec Plans and Specifications	1	LS	\$ 270,000	\$270,000
Potable Water System per Stantec Plans and Specifications	1	LS	\$30,000	\$ 30,000
Sewer System per Stantec Plans and Specifications	1	LS	\$30,000	\$ 30,000
Fire System per Stantec Plans and Specifications	1	LS	\$30,000	\$ 30,000
As-builts	1	LS	\$ 2,500	\$ 2,500
Product information and Warranty Certificate Binder	1	LS	\$ 500	\$ 500
Safety Act	1	LS	\$ 5000	\$ 5000

General Allowance (Only to be used with owners' written permission)	1	LS	\$75,000	\$ 75,000
Total Base Bid				\$1,817,280

TOTAL LUMP SUM BASE BID

One million Eight hundred seventeen Thousand Two Hundred Eighty 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:

Florida Keys Electric

Name

5730 2nd Ave

Street

Key West

City

FL

State

33040

Zip

Garys Plumbing and Fire

Name

6409 2nd Terrace

Street

Key West

City

FL

State

33040

Zip

Marina Utilities

Name

10951 Harmony Park

Street

Bonita Springs

City

FL

State

33040

Zip

Name

Street

City

State

Zip

Surety

Travelers Casualty and Surety Company whose address is

One Tower Square Hartford CT 06183
Street City State Zip

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


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>Matthew Shiring - VP</u>
<u>Yvette Aubin - VP</u>	<u>Richard Ebsary - Chairman</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__.

 *N/A*

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17 day of February 2020

(SEAL)

Ebsary Foundation Company

Name of Corporation

By: Scott Alfele

Title: President

Attest:

Secretary

END OF SECTION

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 Oblige 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 Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 19TH day of FEBRUARY, 2020.

EBSARY FOUNDATION COMPANY

Principal

By: 

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By: 

Attorney-In-Fact JOHN W. CHARLTON

END OF SECTION

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 19th day of February, 2020

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


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 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
19 day of February, 2020


NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 7.12.23

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 #20-006

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).

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).

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)
2/17/20
(date)

STATE OF Florida

COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned
authority,

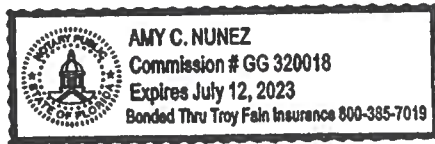
Scott Alcala who, after first being sworn by me, affixed
his/her
(name of individual signing)

signature in the space provided above on this 19 of February, 2020

My commission expires: 7.12.23



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.

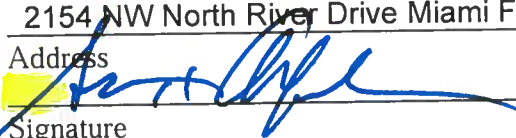
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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:

2/17/20

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.

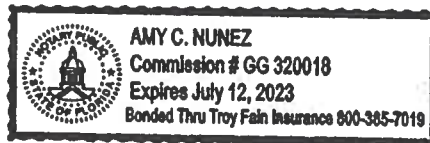
By: _____

Scott Alfele, President

Sworn and subscribed before me this 19 day of February 20 20.

Amy C. Nunez

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 7-12-23

* * * * *

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: Scott Alfele, President

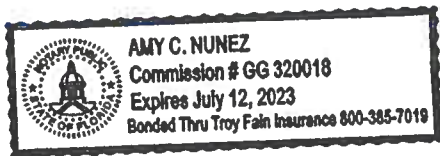
Sworn and subscribed before me this

19 day of February 2020.

Amy C. Nunez

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7.12.23



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>



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

ADDENDUM NO. 1

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

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. Incidental to the project, the contractor is responsible for removal/disposal of submerged debris within the project footprint. Estimate debris quantity at 45CY. Contractor shall submit a per cubic yard debris removal/disposal cost with bid.

QUESTIONS & CLARIFICATIONS:

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

The Owner's estimated construction cost is \$1,755,000

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

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


Signature

Ebsary Foundation Company
Name of Business



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

ADDENDUM NO. 2

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

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 we replacing the Marine Power pedestals with new?

Yes, all Marine Power pedestals shall be replaced with new.

2. Is the existing ground fault monitoring system to also be replaced?

No, the new circuits being added to the existing panel will require ground fault protection. It is not replacement of the existing ground fault monitoring system.

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

Ebsary Foundation Company
Name of Business



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

ADDENDUM NO. 3

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

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:

CLARIFICATIONS:

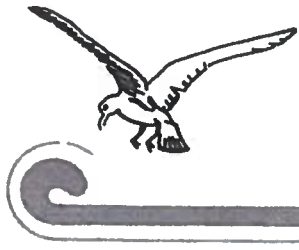
1. New pedestals and fire cabinet shall be by Marina Power Inc. or equal.
2. A GFCI breaker is an acceptable alternative to the ground fault protection relay for the lighting circuit.
3. Existing underground conduit between DP-K1, DP-K2 and the seawall require replacement with new MIN 3-1/2" PVC conduit with bell fittings at each end. The conduit for the new power pedestal shall be installed underground with the new feeder conduits.
4. Existing ground fault protection relays shall be re-adjusted to provide ground fault at 30 mA.
5. The design calls for the utility water meter to be on shore, and an individual (deduct) water meter each pedestal.

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. 3** 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



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 #20-006
Kingfish Pier Replacement – City Marina at Garrison Bight
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

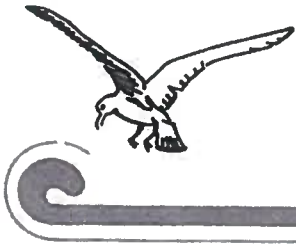
- 1.1. Description and Location of Work: Demolition and Reconstruction of new 1475 ft long Cruise Ship Berth, to include bulkhead, anchor wall, Utilities, Paving, Storm water, Demolition and Dredging.
- 1.2. Contract Amount: \$21,775,000.00
- 1.3. Dates work was Performed: March 2017 – Ongoing
- 1.4. 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: Turnberry Isle Marina Yacht Club

- 2.1. Description and Location of Work: Demolition and disposal from water of concrete and floating docks. Pile extraction. Pile Driving. Installation of new Floating docks. Located in Aventura Florida.
- 2.2. Contract Amount: \$960,000
- 2.3. Dates work was Performed: August 2016 – March 2017
- 2.4. Owner: YCM Acquisition LLC
- 2.5. Owner Contact Info: Dan Stevens – 305-682-4134
- 2.6. Engineer: Techno Marine Construction
- 2.7. Engineer Contact Info: Mark Bolchoz – 888-418-3625

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: South Point Pier Replacement Project

- 4.1. Description and Location of Work: Demolition and installation of new concrete fishing pier. Located in Miami Florida.
- 4.2. Contract Amount: \$1,365,000
- 4.3. Dates work was Performed: March 2013 – May 2014
- 4.4. Owner: City of Miami Beach
- 4.5. Owner Contact Info: Rafael Granado – 305-673-7080
- 4.6. Engineer: Atkins
- 4.7. Engineer Contact Info: Victor H. Herrera – 305-592-7275

5. Project Reference 5

Name: Dolphin Pier Replacement

- 5.1. Description and Location of Work: Demolish fixed pier and replace with new aluminum floating dock. Dolphin Pier, City Marina at Garrison Bight, Key West.
- 5.2. Contract Amount: \$883,960.00
- 5.3. Dates work was Performed: November 2017 – April 2019
- 5.4. Owner: City of Key West
- 5.5. Owner Contact Info: Karen Olson – Deputy Director Port and Marine Services City of Key West 305-809-3803
- 5.6. Engineer: Stantec
- 5.7. Engineer Contact Info: Carlos Herdocia – 305-445-2900 carlos.herdocia@stantec.com

Additional project and business references can be provided upon request.



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): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>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
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INSURED 1421316 Ebsary Foundation Company 2154 Northwest North River Drive Miami FL 33125															

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 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: _____	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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"/> EXCESS LIAB DED _____ RETENTION \$ _____ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	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 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
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	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 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 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

14637978

Proof of Insurance

CANCELLATION See Attachments

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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

- X LIBERTY MUTUAL INSURANCE COMPANY
LIBERTY MUTUAL FIRE INSURANCE COMPANY
LIBERTY INSURANCE CORPORATION
LM INSURANCE CORPORATION
THE FIRST LIBERTY INSURANCE CORPORATION

Handwritten signatures of company representatives.

Countersigned by..... Authorized Representative

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



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):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1432271 Ebsary Foundation Company 2154 Northwest North River Drive Miami FL 33125	INSURER A: Liberty Mutual Insurance Company		23043
	INSURER B: Water Quality Insurance Syndicate		
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 15051678 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" 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 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER 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	N	N	LIUH-02286-01 52-82569 TH7-Z51-021626-869	5/1/2019 5/1/2019 4/30/2019	5/1/2020 5/1/2020 4/30/2020	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) FOR BID PURPOSES ONLY

CERTIFICATE HOLDER

CANCELLATION See Attachment

15051678
Proof of Insurance ONLY

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
[Signature]

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



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



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