

RESOLUTION NO. 12-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF EBSARY FOUNDATION COMPANY, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$3,278,882.00, FOR REPAIRS TO NAVY MOLE BULKHEAD 497; APPROVING NECESSARY BUDGET TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West leases from the United States of America through the Department of the Navy a section of the Navy Outer Mole Pier for the specific purpose of cruise ship berthing; and

WHEREAS, in lieu of rent payments to the Navy for use of the Mole Pier, the City has agreed to perform certain in-kind projects, including the work contemplated in ITB 12-007: Repairs to Navy Mole Bulkhead 497; and

WHEREAS, the cost of this project will be covered as an in-kind service through the Navy Mole Lease fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the bid of Ebsary Foundation Company is hereby awarded in an amount not to exceed \$3,278,882.00 as delineated in the response to ITB 12-007, the terms and conditions of which are incorporated herein.

Section 2: That the City Manager is authorized to execute any contractual documents, with the advice and consent of the City Attorney, that are consistent with ITB #12-007 and the approval granted herein.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of April, 2012.

Authenticated by the Presiding Officer and Clerk of the Commission on 4th day of April, 2012.

Filed with the Clerk on April 4, 2012.


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

TO: Jim Scholl, City Manager
FROM: Birchard Ohlinger, P.E., Engineering
CC: E. David Fernandez, Assistant City Manager
DATE: 19 March 2012
SUBJECT: Approval to award ITB 12-007: Repairs to Navy Mole Bulkhead 497 to EBSARY Company and approval of a Budget Amendment

ACTION STATEMENT:

Invitation to Bid 12-007 was advertised on 17 January, 2012 and bids were opened on 14 March 2012. Eight bids were received with the EBSARY Foundation Company as the lowest responsive responsible bidder in the amount of \$3,278,882 dollars. A part of this action statement is the approval to move funds from the Navy Reserves Account #602-1900-519-9800 to Navy Repairs and Maintenance Account #602-1900-519-4600 to cover this work.

BACKGROUND:

In lieu of rent payments to the Navy for the use of the Mole Pier, the CITY has agreed to perform certain In-Kind Projects. ITB 12-007: Repairs to Navy Mole Bulkhead 497 is a project that has been requested by the Navy as indicated in Attachment 1.

PURPOSE & JUSTIFICATION:

The CITY received 8 bids in response to ITB 12-007. The lowest bidder had a minor bid irregularity, specifically that the correct bid sheet was not submitted with the bid. EBSARY Foundation Company has certified that all work as depicted in the plans and specifications has been included in the bid. Staff has determined that it is in the best interest of the CITY to evaluate all bids as this irregularity did not give the proposer a competitive advantage over the other proposers.

OPTIONS:

1. The City Commission can approve the award of a contract to EBSARY Foundation Company in the amount of \$3,278,882 dollars

MEMORANDUM

2. The City Commission can reject all bids and cancel the project
3. The City Commission can reject all bids and direct staff to re-bid the project.

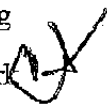
FINANCIAL IMPACT:

Budget Amendment: Funds in the amount of the lowest bid value plus 10% for contingency (\$3,278,882 * 1.1 = \$3,606,770 dollars) will be moved from the Navy Reserves Account #602-1900-519-9800 to Navy Repairs and Maintenance Account # 602-1900-519-4600 and used to fund this project. Currently there is \$6,468,260 dollars in the Navy Reserve Account.

RECOMMENDATION:

City Staff recommends that the commission award this project to EBSARY Foundation Company in the amount of \$3,278,882 dollars

INTEROFFICE MEMORANDUM

To: Birch Ohlinger, Engineer
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk 
Date: March 14, 2012
Subject: **Repair to Bulkhead 497: US Navy Mole Bid #12-007**

Attached for your review is a copy of the bid opened Wednesday, March 14, 2012 at 3:00 p.m. in response to the above referenced project.

- | | |
|--|----------------|
| 1.) American Bridge Company
5430 West Tyson Avenue
Tampa, FL 33611 | \$3,360,463.00 |
| 2.) DN Higgins, Inc.
3390 Travis Pointe Road
Ann Arbor, MI 48108 | \$3,468,729.80 |
| 3.) Cayo, LLC
11498 Luna Road
Suite 106
Dallas, TX 75234 | \$3,879,275.40 |
| 4.) Ebsary Foundation Company
2154 N.W. North River Drive
Miami, FL 33125-2297 | \$3,278,822.00 |
| 5.) Metro Equipment Service, Inc.
7171 SW 62 nd Avenue
Suite 502
Miami, FL 33143 | \$4,218,851.58 |

INTEROFFICE MEMORANDUM

To: Birch Ohlinger, Engineer
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: March 14, 2012
Subject: **Repair to Bulkhead 497: US Navy Mole Bid #12-007**

Attached for your review is a copy of the bid opened Wednesday, March 14, 2012 at 3:00 p.m. in response to the above referenced project.

6.) Orion Marine Construction, Inc. 5440 W. Tyson Avenue Tampa, FL 33611	\$3,531,539.25
7.) OTAK Group, Inc./Michael Miller 96126 Mt. Zion Loop Yulee, FL 32097	\$3,900,526.40
8.) Shoreline Foundation, Inc. 2781 SW 56 th Avenue Pembroke Park, FL 33023	\$3,339,014.67

AGREEMENT
REPAIRS TO BULKHEAD 497: US NAVY MOLE

This Agreement, made and entered into this 10th day of April , 2012,
by and between the City of Key West, hereinafter called the "Owner," and
EBSARY Foundation Company, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for Construction of the REPAIRS TO BULKHEAD 497: US NAVY MOLE, to the extent of the Bid made by the Contractor, opened the 14th day of March, 2012, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of Detailed Drawings for "Repairs to Bulkhead 497: US Navy Mole" dated 23 December, 2011, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Project, based upon the Bid, shall be substantially complete within 270 consecutive calendar days from the date the Notice to Proceed is issued, and will be totally completed and ready for final payment and acceptance within 270 consecutive calendar days from the date the Notice to Proceed is issued.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed in accordance with Article 12, of the General Conditions.

Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner \$400 for each day that expires after the time specified for completion.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this 10th day of April, A.D., 2012.

CITY OF KEY WEST

By: Jill Schall

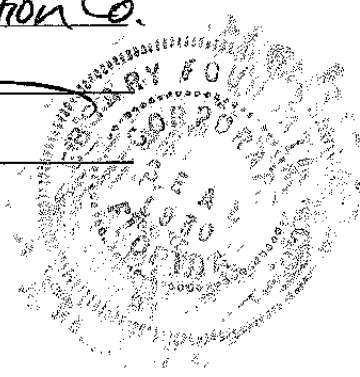
Title: CITY MANAGER

April 11, 2012

Contractor: Ebsary Foundation Co.

By: [Signature]

Title: President



Approved as to Form

Attorney for Owner

END OF SECTION

PERFORMANCE BOND

BOND NO. 105560314
AMOUNT: \$ 3,278,822.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, EBSARY FOUNDATION COMPANY

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

hereinafter called the **CONTRACTOR (Principal)**, and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA with offices at

ONE TOWER SQUARE, HARTFORD, CT 06183, PH: (860) 277-0111

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 **CITY OF KEY WEST**,

represented by its _____, hereinafter called the **CITY (Obligee)**, in the sum of:

Three Million, Two Hundred Seventy-Eight Thousand, Eight Hundred Twenty-Two and NO/100 _____

(\$3,278,822.00 _____), lawful money of the United States of America, for the payment of which, well and truly be made to the **CITY**, the **CONTRACTOR** and the **SURETY** bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

* CONNECTICUT

** P.O. BOX 1409
KEY WEST, FL 33041
PH: (305) 809-3815

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the **CONTRACTOR** has executed and entered into a certain Contract for REPAIRS TO hereto attached, with the **CITY**, dated APRIL 10, 2012, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

BULKHEAD 497: US
NAVY MOLE | ITB
12-007, RES 12-114

NOW THEREFORE, the conditions of this obligation are such that if the above bounden **CONTRACTOR**:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the **CITY**, invitation to bid, instructions to bidders, the **CONTRACTOR'S** bid as accepted by the above **CITY**, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying **PRINCIPAL** with labor, materials, or supplies, used directly or indirectly by **PRINCIPAL** in the prosecution of the work provided for in the contract; and

3. Pays **CITY** all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without

PERFORMANCE BOND

MARCH 28, 2011

00 61 13.13 - 1

limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this 10th day of APRIL, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR


EBSARY FOUNDATION COMPANY

By:


Scott Affele, President

(SEAL)

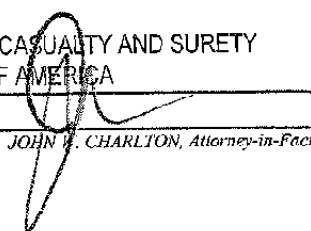
ATTEST



SURETY

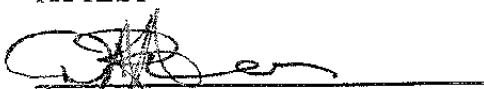
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

By:


JOHN V. CHARLTON, Attorney-in-Fact

(SEAL)

ATTEST



PERFORMANCE BOND

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MARCH 28, 2011

PAYMENT BOND

BOND NO. 105560314

AMOUNT: \$ 3,278,822.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, EBSARY FOUNDATION COMPANY

with offices at 2154 NW NORTH RIVER DRIVE, MIAMI, FL 33126, PH: (305) 325-0530

hereinafter called the CONTRACTOR (Principal), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA with offices at

ONE TOWER SQUARE, HARTFORD, CT 06183, PH: (860) 277-0111

a corporation duly organized and existing under and by virtue of the laws of the State of CONNECTICUT, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the

**P.O. BOX 1409
KEY WEST, FL 33041
PH: (305) 809-3815

sum of Three Million, Two Hundred Seventy-Eight Thousand, Eight Hundred Twenty-Two and NO/100 (\$3,278,822.00),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for REPAIRS TO BULKHEAD 497: US NAVY MOLE | ITB 12-007, RES 12-114 attached hereto, with the CITY, dated APRIL 10, 2012, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of

PAYMENT BOND

00 61 13.16 - 1

MARCH 28, 2011

said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 10th day of APRIL, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

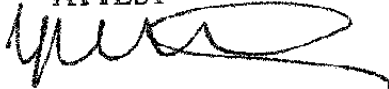
EBSARY FOUNDATION COMPANY

By:


Scott Alfele, President

(SEAL)

ATTEST

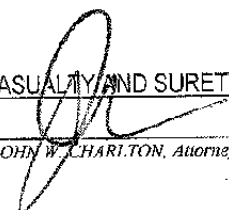


(SEAL)

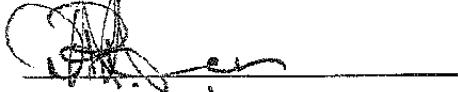
SURETY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By:


JOHN W. CHARLTON, Attorney-in-Fact

ATTEST



PAYMENT BOND
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MARCH 28, 2011



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 216588

Certificate No. 004700284

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of January, 2012.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 18th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

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

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


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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of APRIL, 20 12.


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.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Ebsary Foundation Company Ebsary Construction Services 2154 NW North River Drive	
POLICY NUMBER		Miami, FL 33125	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

(This area is intentionally left blank for additional remarks.)

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name EBSARY FOUNDATION COMPANY Ct1Nbr:0018756
Location Addr 2154 NW N RIVER DR
Lic NBR/Class 12-00023076 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 15, 2011 Expiration Date: September 30, 2012
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

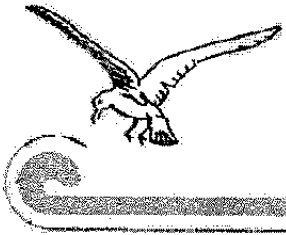
Comments:

This document must be prominently displayed.

EBSARY FOUNDATION COMPANY
2154 NW N RIVER DRIVE
MIAMI FL 33125

EBSARY FOUNDATION COMPANY

Oper: CHALKER Type: GC Drawer: 1
Date: 7/18/11 34 Receipt no: 86043
2012 23076
DR LIC OCCUPATIO 1 \$309.75
Trans number: 8652582
CK CHECK 1736 \$309.75
Trans date: 7/18/11 Time: 8:35:16



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

March 19, 2012

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

Attn: Birchard Ohlinger, PE

RE: Repairs to Bulkhead 497: US NAVY MOLE: ITB NO: 12-007

Dear Mr. Ohlinger;

Ebsary Foundation Company acknowledges that the incorrect bid sheet was submitted with our bid for ITB No. 12-007 but certifies that the scope of work as depicted in the plans, specifications and Addendum 1 - 5 have been fully accounted for on the bid sheet submitted.

Very Truly Yours,

EBSARY FOUNDATION COMPANY

Scott A. Alfele
President

Incorporated 1930

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

BID FORM

To: The City of Key West
Address: 3140 Flagler Ave. Key West, Florida 33040
Project Title: REPAIRS TO BULKHEAD 497 US NAVY MOLE

City of Key West Project No.: IIB NUMBER 12-007

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

Name: Scott Alfele
Telephone: (305) 986 8700

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.

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

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.

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 270 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 within 270 calendar days from the date when the Contract Times commence to run.

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 preceding 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 \$400 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$400 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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, (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. Cash 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.

DEWATERING PERMIT

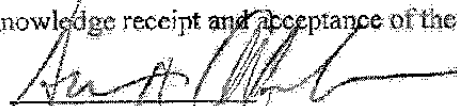
Bidder further acknowledges that they maybe required to obtain a dewatering permit as required by the South Florida Water Management District (SFWMD). Bidder acknowledges that the City will pay the actual costs of the permit(s) as charged by the South Florida Water Management District. The contractor shall estimate his cost in obtaining this permit and submit it in the bid.

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

Addendum Acknowledgment Page

All Bidders shall Acknowledge receipt and acceptance of the following addendums

Addendum No. 1:


Signature

Addendum No 2:


Signature

Addendum No 3:


Signature

Addendum No 4:


Signature

Addendum No 5:


Signature

Ebsary Foundation Co.
Name of Business

Bids submitted without this acknowledgement may be considered non-responsive



THE CITY OF KEY WEST

Post Office Box 1409
Key West, Fl. 33041-1409

ADDENDUM #4

Repairs to Navy Mole Bulkhead 497

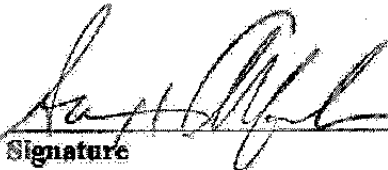
Invitation to Bid: 12-007

06 March 2012

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

The bid opening date is hereby moved to 3:00 PM on 14 March, 2012

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature

Ebsmay Foundation Co.
Name of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 330-40

ADDENDUM #5
Repairs to Navy Mole Bulkhead 497
Invitation to Bid: 12-007
8 March 2012

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

1. Section 21-13 #19: Schedule Impacts that affect the Bid: Add the following to this section:
 - c. TOTLUS EXERCISE: That the U.S. Navy will be holding an exercise from 1 Sept 2012 to 7 Sept 2012. No work will be permitted at the site during this exercise.
2. Specification 31 68 13 SOIL AND ROCK ANCHORS: Replace this specification with the Specification that is attached to this Addendum: Clarification of the rock anchor angle of inclination was made in section 1.4.3(a) and the horizontal tolerances for the hole location was modified in section 3.1.7.1.
3. Specification 05 12 00 STRUCTURAL STEEL: Replace this specification with the Specification that is attached to this Addendum: A submittal, "Field Quality Control", (see 3.7) was added in order to provide results of weld inspections for review.
4. Section 00-44-02: Disclosure of Lobbying Activities Form: Delete from Table of Contents: Not Required by City
5. Addendum Acknowledgement Sheet: See Attached form and submit with bid
6. Geotechnical Report: The complete Geotechnical Report is attached

7. Section 00-41-13: Bid Form: See revised Bid Form

8. Response to Requests for Information from Contractors: See attached Sheet

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive


Signature

Ebssey foundation Co.
Name Of Business

(numerals)

The City reserves the right to award to the Base Bid only or Base Bid plus Alternate Bid Item (Paving).

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 55th St MIAMI FL 33142
Street City State Zip

Skyline Construction & Restoration Corp.
Name

5615 NW 176 St MIAMI FL 33055
Street City State Zip

P & J Striping Inc.
Name

5120 SW 159 Ave MIAMI FL 33185
Street City State Zip

Name

Street City State Zip

Surety

Travelers Casualty whose address is

One Tower Square Hartford CT 06183
Street City State Zip

Repairs to Bulkhead 497: US. Navy Mole
LUMP SUM BID PRICE (Contractor shall verify quantities)

Item Description	Quantity	Unit	Unit Price	Cost
Permits (actual Costs to be paid by the City)				
Dewatering Permit SFWMD	1	EA		4000.00
Substructure				
Encasement (concrete cap)	530	CY	1159.26	614410.00
Rebar	28000	LB	1.80	49800.00
Install dowels	1650	EA	34.60	57090.00
Coating	40000	SF	2.45	98000.00
Install steel sheet pile	14760	SF	39.27	564940.00
Sheet pile shoes	188	EA	26.60	5000.80
Rock Anchor Wale	410	LF	609.75	249997.50
Drill through existing steel sheet pile	31	EA	1000.00	31000.00
Install Rock Anchors	31	EA	16355.00	507005.00
Install Flowable Fill Material	850	CY	190.60	162010.00
Superstructure				
Replace Frames and Covers	3	EA	1334.00	4002.00
Deck Components				
Install Concrete Apron	100	CY	470.00	47000.00
Install Bituminous pavement	300	TN	340.00	102000.00
Excavation/Backfill	1350	CY	107.90	144990.00
Electrical Utilities				
Electrical	1	LS	105000.00	105000.00
Telecommunications/Security	1	LS	120000.00	120000.00
In-Water or Overwater Demolition				
Demobilization/Site Preparation	1	LS	45000.00	45000.00

Base Bid 2,798,245.30

Addendum 2 Paving (alternate Bid Item)	Quantity	Unit	Unit Price	Cost
Area 2	159,573	SF	2.38	379,788.50
Area 3	18,216	SF	2.38	43,354.10
Area 4	24,134	SF	2.38	57,438.90

Alternate Bid Item (Paving) 480,576.70

TOTAL BASE BID ITEM PLUS ALTERNATE BID ITEM:

three million two hundred seventy eight eight hundred twenty two Dollars

(Amount written in words has precedence)

and zero Cents

TOTAL BASE BID ITEM PLUS ALTERNATE BID ITEM \$ 3,278,822.00

FLORIDA BID BOND

BOND NO. N/A - BID BOND

AMOUNT: \$ 5% OF THE AMOUNT BID

KNOW ALL MEN BY THESE PRESENTS, that EBSARY FOUNDATION COMPANY

hereinafter called the 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 CONNECTICUT 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 THE AMOUNT BID

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for REPAIRS TO BULKHEAD 497: US NAVY MOLE.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the 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:

REPAIRS TO BULKHEAD 497: US NAVY MOLE: ITB NO: 12-007

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.

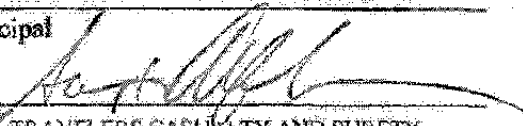
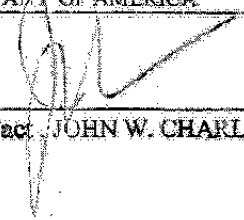
JANUARY 12, 2012

FLORIDA BID BOND

00 43 13 - 1

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 29TH day of FEBRUARY, 2012.

EBSARY FOUNDATION COMPANY
Principal
By: 
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
Surety
By: 
Attorney-In-Fact JOHN W. CHARLTON

END OF SECTION



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 216588

Certificate No. 004700255

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of January 2012

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

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



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 18th day of January 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking 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 29th day of FEBRUARY, 2012

Kevin E. Hughes
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

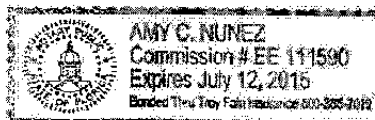
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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*
Scott Alfele, President

Sworn and subscribed before me this
13 day of March, 2012

Amy C. Nunez
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 7-12-15

END OF SECTION

Bidder

The name of the Bidder submitting this Bid is Ebsary foundation Co.

_____ doing business at

2154 NW North River Dr. 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:

Scott Alpole _____
Richard Ebsary _____

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 13 day of March 2012.

(SEAL)

Ebsrey Foundation Co.
Name of Corporation

By: [Signature]

Title: President

Attest: [Signature]
Secretary

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 # 12-007
2. This sworn statement is submitted by Ebsary Foundation Company
(name of entity submitting sworn statement)
- whose business address is 2154 NW North River Dr.
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 _____)

3. My name is Scott Alpele
(please print name of individual signing)
- and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

PUBLIC ENTITY CRIMES

JANUARY 12, 2012

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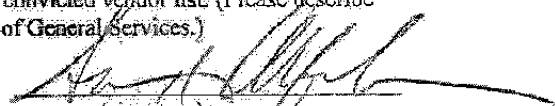
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision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

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

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

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

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


 (signature)
 3/13/12
 (date)

STATE OF Florida


COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 13 of March, 2012

My commission expires: 7-12-15


 NOTARY PUBLIC
 AMY C. NUNEZ
 Commission # EE 111580
 Expires July 12, 2015
 Bonded thru Troy Fahn Insurance 820-365-7012

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: EBSARY Foundation Co. SEAL:

2154 NW North River Dr. Miami FL 33125
Address

[Handwritten Signature]
Signature

Scott Alfele
Print Name

President
Title

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____ Phone: _____
 Current Local Address: _____ Fax: _____
 (P.O Box numbers may not be used to establish status)
 Length of time at this address _____

 Signature of Authorized Representative

 Date

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
 By _____, of _____
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced _____ as identification
 (type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

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

 Title or Rank

NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: ITB No. 12-007
F.A.P. NO.:
PARCEL NO.:
COUNTY OF: MONROE
BID LETTING OF: 14 March

I, Scott Alfele, hereby
declare that I am President of Ebsary Foundation Co.
Of MIAMI FL

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a)),

FEBRUARY 24, 2012

NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29

00 44 02 - 1

Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Scott Alfele (President)
NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: [Signature]
SIGNATURE

WITNESS: [Signature]

Executed on this 13 day of March, 2012

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

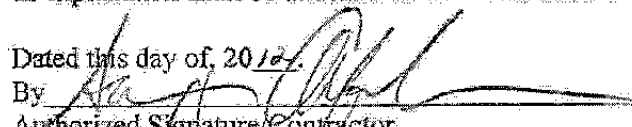
against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 2010.

By 
Authorized Signature/Contractor

Scott A. Leede (President)
Typed Name/Title

Ebsary Foundation Company
Contractor's Firm Name

2154 NW North River Dr.
Street Address

Building, Suite Number

MIAMI FL 33125
City/State/Zip Code

(305) 325 0530
Area Code/Telephone Number

AC# 5153302

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# LI009010309

DATE	BATCH NUMBER	LICENSE NBR
09/01/2010	107013395	CGC059721

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

ALFELE, SCOTT A
EBSARY FOUNDATION COMPANY
1443 JACKSON STREET
ATLANTIS
HOLLYWOOD

FL 33020

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW



CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E502

EBSARY FOUNDATION COMPANY

D.B.A.:

Alfele Scott A.
ALFELE SCOTT A.

Is certified under the provisions of Chapter 10 of Miami-Dade County

~~VALID FOR CONTRACTS UNTIL 03/31/2012~~

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33100

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 291

025285-8

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME / LOCATION
EBSARY FOUNDATION COMPANY
2154 NW N RIVER DR
33125 MIAMI

RECEIPT NO. 025285-8
CC # E502

OWNER
EBSARY FOUNDATION COMPANY

Sec. Type of Business
196 GENERAL ENGINEERING CONTRACTOR WORKER/S
40

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TIONS.

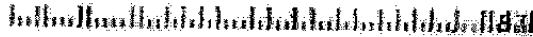
DO NOT FORWARD

EBSARY FOUNDATION COMPANY
2154 NW N RIVER DR
MIAMI FL 33125

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR

07/05/2011
09010641001
000135.00

SEE OTHER SIDE



MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

435963-4

THIS IS NOT A BILL - DO NOT PAY

DUPLICATE

BUSINESS NAME / LOCATION
EBSARY FOUNDATION COMPANY
2154 NW N RIVER DR
33125 MIAMI

RECEIPT NO. 455030-8
STATE# 660059721

OWNER
EBSARY FOUNDATION COMPANY

Sec. Type of Business
198 GENERAL BUILDING CONTRACTOR

WORKER/S
40

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES, NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
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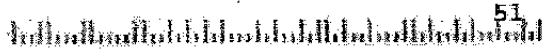
DO NOT FORWARD

EBSARY FOUNDATION COMPANY
RICHARD EBSARY PRES
2154 NW N RIVER DR
MIAMI FL 33125

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR

07/05/2011
09010632001
000000.00

SEE OTHER SIDE



Intens to be performed by Ehsary Foundation Company

1- Install Sheet Pile	464940.00
2- Sheet Pile Shoes	5000.80
3- Rock Anchor Wale	249999.50
4- Install Flowable Fill Material	162010.00
5- Replace Frames and Covers	4002.00
6- Excavation/Backfill	144990.00
7- Demobilization/Site Preparation	45000.00
	1,175,939.00



DEPARTMENT OF THE NAVY
Naval Facilities Engineering Command Southeast
Jacksonville, FL 32212-0030

IN REPLY REFER TO:
11011
Code OPDBRM/290
March 7, 2012

Mr. Jim Scholl
Key West City Manager
P. O. Box 1409
Key West, FL 33040

SUBJECT: SERVICE-IN-KIND PROJECT APPROVAL: MOLE PIER REPAIRS

Enclosure: (1) Naval Air Station Key West, Public Works Officer Letter dated 3 March 2012


Dear Mr. Scholl,

As requested by enclosure (1) this letter serves as the approval for the use of In-Kind-Funds for Mole Pier structural repairs to the Mole Pier fencing. The engineering design work, as it relates to this project, shall be performed in accordance with a statement of work to be provided to the following address upon finalization:

Robin McCarthy
NAVFAC SE
Building 135 North
P.O. Box 30
Jacksonville, FL 32212-0030

Costs associated with this effort shall not exceed the total estimated cost of \$4,070,000.00 without prior written approval.

My point of contact for this action is Robin McCarthy, NAVFAC Southeast Reality Specialist, who can be reached at (904)542-6134 or via email: robin.mccarthy@navy.mil.


ROBERT W. MCDOWELL, III, RA, AICP
Real Estate Contracting Officer

Copy to:
Commanding Officer, Naval Air Station Key West
Public Works Officer, Naval Air Station Key West



DEPARTMENT OF THE NAVY

NAVAL AIR STATION
P O BOX 9001
KEY WEST, FL 33040-9001

11000
Ser PR712/778
3 Mar 12

From: Commanding Officer, Naval Air Station, Key West
To: Commanding Officer, Naval Facilities Engineering
Command Southeast (Code OPDE), Bldg 135, Naval Air
Station Jacksonville, FL 32212

Subj: CONSIDERATION OF CITY OF KEY WEST PAYMENT FOR MOLE PEIR
REPAIRS IN LIEU OF CITY OF KEY WEST RENT PAYMENT FOR
USING THE MOLE PIER

Ref: (a) Resolution 03-138, Approving on 16 APR 03 a Lease
Between the United States of America and the City
of Key West for use of the Mole Pier

(b) U.S. Navy Lease N62467-03-RP-00077 with the City of
Key West

Encl: (1) Appledore estimate for Mole Pier repair in Nov 2011
(2) Statement of work (SOW) repairs to Mole Pier
(3) Paving statement of work
(4) Paving planning estimate

1. This letter is submitted in accordance with references (a)
and (b).

2. We formally request concurrence to accept an In-Kind
Consideration for the City's use of the Mole Pier in lieu of
cash payment for rent.

3. It is the Navy and City of Key West's interest to preserve
current and future operation of the port. The Repair is
necessary to maintain the structural integrity of the Mole Pier.

4. The form of In-Kind Consideration is the City's payment for
repairs to the Mole Pier.

5. We request authorization to proceed, and an approval letter be sent to the City of Key West requesting the total "Not To Exceed" amount for the Mole Pier repair to be \$4,070,000.00.

6. The Point of Contact (POC) at City of Key West for this project is:


Mr. J. K. Scholl
City of Key West Manager
P.O. Box 1409
Key West, FL 33041-1409

7. Please direct any questions or comments to my POC:
Mr. William Knetge, at (305) 293-2133 or
william.knetge@navy.mil.

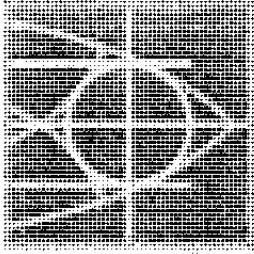
Sincerely,



P. D. MEAGHER
LCDR, CEC, USN
By direction

		COST ESTIMATE			SHEET 1 OF 1	
ACTIVITY AND LOCATION				DATE PREPARED: NOVEMBER 2011		
Naval Air Station Key West				CONTRACT NO.: N62473-06-D-3004		
Truman Annex, Key West, Florida				TASK ORDER NO.: 0051		
Breakwater 487				APPLEDORE MARINE ENGINEERING INC.		
REVISED 100% SUBMISSION						
UNIFORMAT II CODE	ITEM DESCRIPTION	QUANTITY ¹	UNIT	RATE	COST	%
H1010	Substructure	-	-	-	\$1,326,940	82%
H1010.01.06	Encasement (concrete cap)	550	CY	\$400	\$220,000	14%
H1010.01.06	Rebar	25000	LB	\$1.45	\$36,250	2%
H1010.01.06	Install dowels	1600	EA	\$25	\$41,600	3%
H1010.01.07	Coupling	35100	SF	\$2.6	\$91,260	6%
H1010.03.01	Install steel sheet pile	13000	SF	\$26.3	\$341,250	21%
H1010.03.01	Sheet pile shoes	100	EA	\$155	\$28,830	2%
H1010.03.02	Rock Anchor Wale	370	LF	\$435	\$160,850	10%
H1010.03.01	Drill through existing steel sheet pile	34	EA	\$2,625	\$89,250	6%
H1010.03.02	Install rock anchors	31	EA	\$5,300	\$165,300	12%
H1010.03.08	Install flowable fill material	750	CY	\$163	\$122,250	8%
H1020	Superstructure	-	-	-	\$7,650	0%
H1020.03.01	Replace Frames & Covers	3	EA	\$2,550	\$7,650	0%
H1030	Deck Components	-	-	-	\$140,725	9%
H1030.02.01	Install concrete apron	80	CY	\$410	\$32,800	2%
H1030.02.01	Install bituminous pavement	285	TN	\$105	\$29,925	2%
H1030.02.01	Excavation/Back Fill	1500	CY	\$52	\$78,000	5%
H5020	Electrical Utilities	-	-	-	\$104,540	6%
H5020.01	Demolish Electrical Manhole	2	EA	\$3,100	\$6,200	0%
H5020.01	Demolish Electrical Ductbank	1	EA	\$1,760	\$1,760	0%
H5020.01	Trace, Label, And Remove Electrical Cabling	1	EA	\$1,510	\$1,510	0%
H5020.01	Install 4-Way Electrical Ductbank	80	LF	\$105	\$8,400	1%
H5020.01	Install Traffic Rated Electrical Manhole	2	EA	\$10,700	\$21,400	1%
H5020.01	#6 RWH Electrical Wire	9200	LF	\$1.12	\$10,304	1%
H5020.01	#6 RWH Electrical Wire	700	LF	\$1.63	\$1,141	0%
H5020.02	Demolish Telecommunications Manhole	2	EA	\$3,100	\$6,200	0%
H5020.02	Demolish Telecommunications Ductbank	1	EA	\$2,075	\$2,075	0%
H5020.02	Demolish Abandoned Communications Line	1	EA	\$260	\$260	0%
H5020.02	AT&T FEES	1	EA	\$5,200	\$5,200	0%
H5020.02	Install 4-Way Telecommunications Ductbank	100	LF	\$106	\$10,600	1%
H5020.02	Install Traffic Rated Telecommunications Manhole	2	EA	\$11,500	\$23,000	1%
H5020.03	Temporary Light Fixture Rental	1	EA	\$2,350	\$2,350	0%
H6010	In-Water or Over-Water Demolition	-	-	-	\$45,000	3%
H6010.02.01	Demolition / Site Preparation	1	LS	\$45,000	\$45,000	3%
Subtotal:					\$1,620,855	100%
Z10	Design Allowance			15%		
Z1010	Design Contingency ²			0%	\$0	
Z1015	Corral Mitigation				TBD	
Z1020	Construction Contingency ³			15%	\$243,120	
Z1030	Engineering Title II			10%	\$232,998	
Z1040	Engineering PCAS			5%	\$116,499	
Z1050	SIQH			8%	\$166,398	
Subtotal:					\$2,365,874	
Z20	Overhead and Profit			25%		
Z2010	Overhead			10%	\$186,398	
Z2020	Profit			15%	\$279,597	
Subtotal:					\$2,865,874	
Z30	Inflation Allowance⁴			2 yr @ 5%/yr	\$358,234	
Estimated Budget Amount ⁴					\$3,224,109	

Notes:
 1. The quantity of defects has been increased by 25% to account for additional deterioration that may occur prior to the actual time of construction.
 2. Design contingency allows for additional items or changes that occur as E. Design progresses. Contingencies set at the Facility Assessment stage reduce to zero by completion of the Construction Documents stage, when complete project information is available. Construction contingency accounts for risks associated with unknown conditions and is based on judgment.
 3. Inflation allowance assumes 2012 construction start at 5% increase per year.
 4. The individual line items comprising the estimated cost are accurate in context of the magnitude of the total project cost; it should be anticipated that individual item costs taken separately would be greater. Estimated Budget Amount does not include costs for Corral Mitigation or Utility Repairs.



REVISED 100% SUBMISSION

Calculations and Basis of Design

**NAVAL STATION, KEY WEST
KEY WEST, FLORIDA**

**Contract No. N62473-06-D-3004
Task Order No. 0051**

November 2011

By:

Appledore Marine Engineering, Inc.
600 State Street, Suite E
Portsmouth, New Hampshire 03801

Prepared for

Naval Facilities Engineering Service Center - East Coast Detachment
720 Kennon Street SE,
Building 36, Suite 333
Washington Navy Yard, DC 20374

Enclosure 2

Key West Bulkhead 497 Repairs
Appledore Marine Engineering, Inc
November 2011

BASIS OF DESIGN

Background

In June 2009 a condition assessment of the various waterfront facilities at Naval Air Station Key West was prepared as part of the Specialized Waterfront Facilities Inspection Program administered by the Naval Facilities Engineering Service Center, East Coast Detachment (NFESC-ECDDET, Code 55). This program provides above water and underwater inspection, assessment, structural analysis, repair recommendations, estimates of repair cost, and design of repairs for waterfront facilities. This inspection and report was provided by engineer-divers from Appledore Marine Engineering, Inc., (AMEI) under the responsible charge of Robert M. Snover, P.E., in accordance with Delivery Order No. 0022 of Contract No. N62473-06-D-3004. Funding for the Routine Inspection was provided by Commander Naval Installations Command (CNIC). This delivery order provided the engineering services necessary to perform a Routine Waterfront Facilities Inspection and to assess the apparent general condition of the structural systems at the various waterfront facilities at Naval Air Station Key West, in Key West, Florida. This inspection determined that the Truman Annex Facilities are typically in Satisfactory to Fair condition, with the exception of Breakwater (bulkhead) 497 which was found to have corrosion holes in the steel sheet pile bulkhead that had provided a pathway for the loss of fill material and the undermining of the structure. This 67 year old facility was found to be in Serious condition, with advanced deterioration, overstressing or breakage that may have significantly affected the load bearing capacity of primary structural components, and that local failures were possible. The Report recommended that the Navy prohibit all vehicle and crane live loads within 16 feet of the bulkhead wall along a 350' section of the bulkhead until repairs could be completed.

Breakwater 497 has exceeded its original design life and is approaching the end of its service life due to corrosion of the steel sheet pile bulkhead. This facility requires significant rehabilitation in order to extend the service life, therefore in 2009 two concepts were initially evaluated, repair and partial replacement.

The repair concept consists of patching the existing bulkhead to prevent additional loss of fill material. Sacrificial anodes would be placed along the bulkhead to prevent additional corrosion holes from developing and the top of deck would be replaced. This option would address the deficiencies found during the inspection; however it would not address the existing corrosion losses to the bulkhead or condition of the suspect tie rods.

The partial replacement concept consists of installing a new steel sheet pile bulkhead outboard of the existing bulkhead similar to the groin and bulkhead 441 repairs completed in 2004. This repair concept would address the deficiencies found during the inspection and would significantly increase the service life of the facility.

It was noted in 2009 that there was a high likelihood of significant construction delays and costly change orders for the repair concept due to the age of the structure and possibility of deteriorated tie rods, as and such, the most appropriate solution may be the partial bulkhead replacement option.

In September 2009 Delivery Order No. 0033 was issued to complete field inspections and investigations of Bulkhead 497, and prepare plans and technical specifications to repair the failing bulkhead. As part of the design process, various repair concepts were investigated and presented for consideration and

Enclosure 2

Key West Bulkhead 497 Repairs
Appledore Marine Engineering, Inc
November 2011

selection by NAS Key West. During the 60% Design Brief meeting in December 2009, NAS Key West requested that the Delivery Order be modified to include preparing regulatory agency permit applications for submission to regulatory agencies by the Navy, and additional U/W benthic & geotechnical surveys.

In June 2010 a modification to Delivery Order No. 0033 was issued to complete U/W benthic & geotechnical surveys field inspections, prepare regulatory permit applications, and prepare Final Repair plans and technical specifications to repair the failing bulkhead. The U/W benthic & geotechnical surveys, field inspections and permit meetings with regulators were completed in the summer of 2010. It was observed during these field inspections that the continued progressive subsidence of the area adjacent to the bulkhead was beginning to impact the electrical and telephone manholes and ductbanks that run parallel to the bulkhead, and requested that the Navy confirm the report that the electric and telephone lines in these manholes and ductbanks were abandoned, and as such could be simply filled and left in place. The 75% design submission and Draft permit application were submitted to NAS Key West in September 2010. Government review comments on the 75% submission indicate significant changes to the perceived existing conditions. The comments indicated that the undermined electric manholes and ductbanks contain active 13.2kV primary electric cabling, and are not abandoned as earlier reported. The comments also stated that and the medium voltage feeders will need to be incorporated into the pier repair project. An additional comment requested the plans and specifications be modified to provide for construction contract award by the City of Key West instead of the Navy.

Subsequent to the 100% submittal, the Government elected to forego the earlier prescribed utility repairs, therefore the contract documents submitted on July 7th, 2011 have eliminated reference to future utility repairs and are focused exclusively on the structural repair of the bulkhead.

In September of 2011, Delivery Order No. 0051 was issued to include the provision for the in-kind replacement of the existing impacted utilities within the project area. Field work was conducted in October of 2011 and included locating underground utilities by Craig A. Smith Associates and utility inspections by TranSystems. This inspection determined that the 13.2kv primary electric service ductwork was not accurately shown in the as-built plans and is actually located outside the area of subsidence and does not require replacement. The only utilities requiring replacement are the secondary and telecommunications manholes located near Stations 2+40 and 3+60. The previous 100% submittal (plans, specifications, and cost estimate) have been revised to incorporate the utility repairs. Please note that the cost estimate does not include the coral mitigation donation cost as the final benthic survey has not been completed. It is estimated that the construction will take between 6 and 9 months to complete.

Design Loading

AMEI was tasked to design a repair of the bulkhead and 3 concept repair options were developed for the 60% Submission.

- Concept A – Anchored sheet pile wall
- Concept B – Cantilever sheet pile wall
- Concept C – Sheet pile wall with concrete deadman

Concept A was chosen due to ease of construction and lower cost.

The following loads were used in the design of repairs:

Enclosure 2

Key West Bulkhead 497 Repairs
Appledore Marine Engineering, Inc
November 2011

- AASHTO HS-20 truck
- Uniform 600 psf live load surcharge to match assumed loading on adjacent berths

Design is in accordance with the Guidance from references listed on next page.

Repair Methodology

The repair detailed in the accompanying 100% design submittal includes the installation of approximately 425 ± LF of new steel sheet pile (ssp) wall driven approximately 5 feet seaward of the existing bulkhead wall. Rock anchors (1 3/8"Ø) spaced at 12'-5" are connected to a steel wale at the top of the ssp wall and serves to secure the wall in place. The area behind the existing bulkhead wall will be excavated to allow installation of the rock anchors and to expose potential soil voids caused by loss of material through the deteriorated bulkhead wall. CLSM (controlled low strength material) flowable fill will be tremied to fill the annular space between the new and existing sheet pile walls.

A new concrete pile cap will be cast over the top of the new sheet pile wall and will match the existing concrete pile cap to dissipate the energy caused by wave action.

An existing 10'x425±' section of the 6" concrete slab directly adjacent to the existing bulkhead wall will be replaced due to failure. Bituminous pavement will also be replaced within the limits of work.

Existing Electrical Conditions

There are (3) 13.8kV to 277/480V substations located on the mole pier. They all contain incoming feeder selector switches, 3750kVA transformers, and walk-in type switchgear lineups. These substations only serve the ship Viking plugs in their vicinity. No anticipated outage is anticipated for the 13.8kV lines and substations.

The area of construction contains (3) separate classes of manholes: primary (15kV cabling) manholes that serve the substations previously described, secondary (277/480V cabling) manholes, and telephone manholes that contain cabling owned by AT&T. Note that the 277/480V ductbank and the communications ductbank both come together with the primary ductbank after exiting their respective manholes. Once together, the combined ductbanks form a 16-way ductbank. The 277/480V branch circuits originate from a panelboard located adjacent to existing pump station and transformer. A 277/480V distribution panelboard contains multiple 2-pole circuit breakers that serve all the pier mounted 480V to 110V power bunkers. The panelboard also serves the lighting contactor that serves all the pole mounted lights on the pier. The circuits just mentioned comprise the majority of the branch circuits observed in the secondary manhole(s).

Pier light poles and fixtures are served out of a lighting contactor panel located adjacent to the outdoor 277/480V panel. The lighting circuit extends through the secondary manhole system. Also mounted to the light poles are two camera systems owned by the city and the Coast Guard. It is unclear how these camera systems are connected to data and power.

Enclosure 3



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 330-40

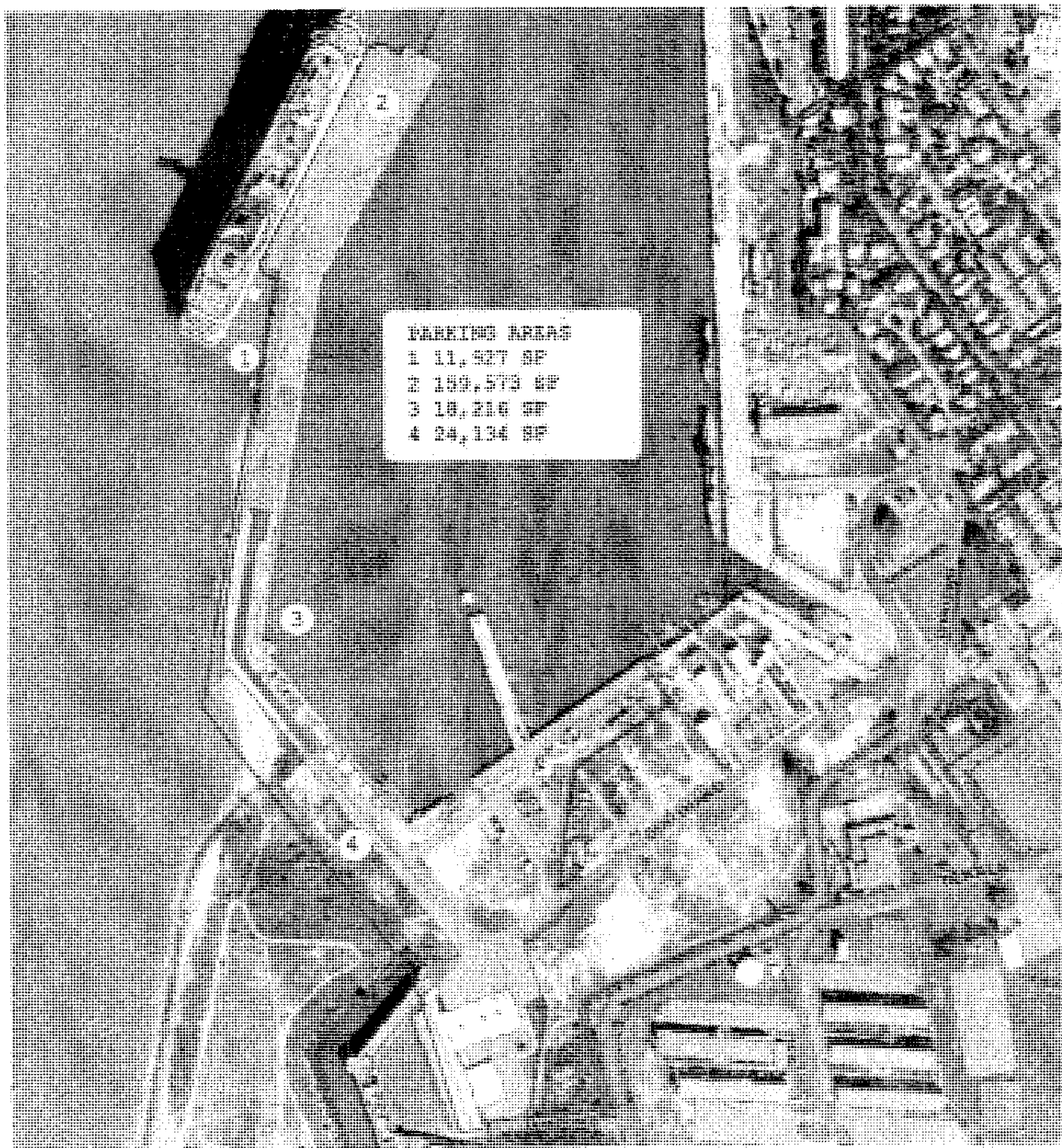
ADDENDUM #2

Repairs to Navy Mole Bulkhead 497
Invitation to Bid: 12-007
9 February 2012

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

1. **Alternate Bid Item: Milling and Paving:** Contractor shall mill and pave the additional areas identified as 2 through 4 on the attached drawings. Asphalt shall be one 1.25" lift of FDOT S-1/SP12.5 or JMF equivalent topped with one 0.75" lift of FDOT S-3/SP9.5 or JMF equivalent for 2" total thickness... Existing drainage patterns shall be maintained. Attachment A is a drawing of the area. The City reserves the right to award to the Base Bid only or Base Bid plus Alternate Bid Item.
2. **Specifications:** See attached specification 32-01-16.17 Cold Milling and Paving shall act as the technical specification for the work covered under this addendum
3. **Specifications:** See attached specification 32-13-17 Hot Mix Bituminous Pavement (used at MCSF Blount Island) shall act as the technical specifications for the work covered under this addendum
4. **Bid Sheet:** Attached is a revised BID FORM and shall replace the Bid Form in section 00-41-13.

Enclosure 3



Enclosure 4

2012 Jan 24

W Knetge

Planning Estimate Paving Mole Pier
Based on 2011 RS Means Data w/ Key West multiplier (1.5)

A	Cold Milling existing pavement		\$	2.68	Per SY
B	Profile grooving, sweeping		\$	1.19	Per SY
C	In place rejuvenate, spread 4" thk.		\$	11.15	Per SY
			\$	15.02	Per SY
D	Contingency	10 %	\$	1.50	Per SY
E	SIOH	8 %	\$	1.20	Per SY
F	Design build	4 %	\$	0.60	Per SY
Total			\$	18.32	Per SY

Area

1		sf		sy	\$	
2		159,573.00 sf		17,730.33 sy	\$	324,897.72
3		18,216.00 sf		2,024.00 sy	\$	37,088.59
4		24,134.00 sf		2,681.56 sy	\$	49,137.90
TOTAL COST		201,923.00 sf		22,435.89 sy	\$	411,124.20
Key West multiplier				1.5	\$	616,686.30