

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **TARPON FINGER PIER EXTENSION
CITY MARINA at GARRISON BIGHT**
Project No.: ITB #21-013

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

Company Name: Continental Heavy Civil Corp

Contact Name & Telephone #: Mark Zanardi (786) 602-2711

Email Address: mzanardi@chcivil.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CERTIFICATES OF INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the

Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

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

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

The City of Key West confirms that the scope of services specified in the Contract requires work on or near a navigable waterway. Water description: City of Key West Mooring Field. Therefore, the CONTRACTOR's workers' compensation policy shall be endorsed to provide the following:

- Workers Compensation/Employer Liability
- USL&H Coverage (Longshore and Harbor Workers' Compensation Act) Endorsement
- WC 000106A
- Jones Act Coverage* Endorsement WC 000201A

Note: Jones Act (Crew) coverage may be provided under the P&I policy, if Contractor is using an OWNED vessel during the course of the work.

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often

as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

All bonds (if required), insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within sixty (60) calendar days.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$250.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

ADDENDA

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

SALES AND USE TAXES

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

UNIT PRICE WORK ITEMS

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

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

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BID SCHEDULE

CONCH REPUBLIC ROOF / WALL REPLACEMENT KEY WEST HISTORIC SEAPORT

UNIT PRICE BID

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

Any work, materials, or equipment that may reasonably be inferred from the Scope of Work, as being required to produce the intended result shall be supplied whether or not specifically called for in the Bid Schedule and is incidental to the project.

1. Mobilization and Demobilization

a. Mobilization	1	each	\$ <u>23,000.00</u>	
b. Demobilization	1	each	\$ <u>4,500.00</u>	
1	LS	(10% of Construction Cost Max.)		\$ <u>27,500.00</u>

2. Permit Fees (to be paid at cost)

1	LS			\$ <u>4,000.00</u>
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3. Remove/ Dispose Outer Mooring Piles

17	EA	Unit Price \$ <u>4,750.00</u>	TOTAL	\$ <u>80,750.00</u>
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4. Remove/ Re-Install 20" Pipe Pile w/ Caps and Roller Assemblies

19	EA	Unit Price \$ <u>5,000.00</u>	TOTAL	\$ <u>95,000.00</u>
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5. Install 10' Floating Dock Sections (Owner Furnished)

19	EA	Unit Price \$ <u>3,500.00</u>	TOTAL	\$ <u>66,500.00</u>
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6. Allowance (only to be used with Owner's written direction)

1	LS			\$ <u>5,000.00</u>
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TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 6 \$ 278,750.00

Two hundred and seventy-eight thousand, seven hundred and fifty Dollars & zero Cents
(amount written in words)

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

BIDDER'S INFORMATION

Company Name: Continental Heavy Civil Corp.

Address: 13131 SW 132nd Street, STE 102

Miami, FL 33186

Contact Name: Mark Zanardi

Email: mzanardi@chcivil.com

Telephone: 786-250-5851

Fax: 305-357-6984

Signature:  _____ Date: 7/28/2021

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

<u>Pile Driving and Floating Docks</u>	<u>\$278,750.00</u>
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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:

n/a
Portion of Work

Name

_____, _____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____, _____
Street City State Zip

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 28 day of July 2021.

(SEAL)



Continental Heavy Civil Corp
Name of Corporation

By Mark Zanardi

Title Vice - President

Attest Daniella Juelle
Secretary

EXPERIENCE OF BIDDER

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

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

1. **Project Name & Location:** Multiple Hurricane Repairs at Biscayne National Park. _____

Contract Amount: \$6.3M _____

Date work was performed: Start Date: May 2021 **End Date:** In Progress _____

Owner: National Park Services - Department of Interior _____

Owner Contact & Phone Number: Heidi Flugstad, heidi_flugstad@nps.gov, 303-842-0428 _____

Description: The project repairs and restores the damages caused by Hurricane Irma at the _____
Biscayne National Park. demolition and installation of new floating and concrete docks and _____
Shoreline repairs. The work is in the pristine waters of the Biscayne National Park. This project is _____
made up of (5) separate work areas, two of the five have been completed. _____

- Demolition and Installation of new floating docks, Reconstruction at Convoy Point Park and _____
Adams key, work includes removal and rediving of concrete and timber piles. _____
- Renourishment of Boca Chica Beach, sand is being transported via barge across the national _____
park _____
- Demolition and removal of footbridge at Elliott Key all work is being performed using _____
marine equipment. _____
- Demolition and construction of a new precast dock system at Adams key. The work _____
includes, new concrete precast piles, timber fender piles and precast slabs and pile caps. _____

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EXPERIENCE OF BIDDER

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

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

- The work is performed during regular park hours and requires close communication with park staff and visitors.

2. Project Name & Location: Beach Erosion Control Hurricane Protection Project, Surfside

Segment in Surfside, FL

Contract Amount: \$17.9M

Dates work was performed: Start Date: July 2019 **End Date:** March 2020

Owner: US Army Corps of Engineers, Savannah District

Owners Contact and Phone Number: Christopher Rego, 954-436-9182,

christopher.m.rego@usace.army.mil

Description: Description: Beach Renourishment along 6,000 LF of beach that included placement of 450,000 tons of sand.

- Work included Turbidity monitoring, Sea Turtle monitoring and endangered species monitoring
- Transport and place over 450,000 tons of beach sand.
- Beach dune plantings
- Work was performed within the pristine waters of South Florida and met all clean water work standards

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EXPERIENCE OF BIDDER

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

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

3. **Project name & Location:** A1A (3rd St) Drainage Ditch Improvements from 15th Ave N to _____
Penman Rd, and Bridge Replacements at 15th Ave N, 18th Ave N, Seagate Ave, 5th St and Kings
Rd in Duval County, Florida

Contract Amount: \$12M

Dates work was performed: Start Date:Feb 2018 End Date:Aug 2020

Owner: Florida Department of Transportation - District 2

Owner Contact and Phone Number: Rory Highstone, RS&H, Rory.Highstone@rsandh.com,
904-608-9335

Description: The project entailed the installation of 8,000 LF of sheet pile and installation of 5
bridges over the waterway. Construction of a new bridge over the Kings Creek waterway.

- Installation of 8,000 Lf of sheet pile wall and form and pour 8,100 LF of concrete cap.
- Dredging of 27,000 cubic yards of sediment.
- The construction of the King Bridge included driving 24” concrete precast pile driven within
the waterway, installation of precast decks and placing riprap along the canal abutments
within the waterway.
- The work required vibration monitoring, turbidity monitoring and extensive in water erosion
and sediment control methods.

* * * * *

Bobby Brown, Project Manager and Estimator

PROFESSIONAL PROFILE

Estimator and Project Manager of Land and Marine Based Heavy Highway, Bridge and Deep Foundation Construction Projects and Specialty Engineering Construction Projects with an emphasis on Deep Foundations, General Contracting and Design-Build. Responsible for estimating and management of projects from inception to completion; which includes; bidding and project procurement, proposals, prequalification, purchasing, subcontracting, submittals, scheduling, invoicing, cost control, equipment utilization, construction related design, project technical oversight, project coordination with owner, general contractor, engineer and subcontractor, permit and contract closure and punch list.

PROFESSIONAL EXPERIENCE

Estimator and Project Manager, Continental Heavy Civil Marine – Miami, FL
Current Project Manager and Estimator for Continental Heavy Civil Marine.

Estimator and Project Manager, Ebsary Foundation Company – Miami, FL

5 years as Estimator and Project Manager. Work includes tracking bid opportunities, follow federal/municipal contract programs, attend bid meetings, analyze bid plans and specs, review permits, prepare cost estimates and bid packages, develop preliminary design plans for design build bids, negotiate contracts with sub-contractors and suppliers, manage and direct project development and progression, analyze risks, develop work plans with project team.

Project Estimator, Pac Comm Inc. – Miami, FL

4 years as a Project Estimator. Work includes tracking bid opportunities, follow federal/municipal contract programs, attend bid meetings, analyze bid plans and specs, review permits, prepare cost estimates and bid packages, develop preliminary design plans for design build bids, negotiate contracts with sub-contractors and suppliers, manage and direct project development and progression, analyze risks, develop work plans with project team.

Project Management Experience

Pier 66 South Marina Redevelopment (Fort Lauderdale, FL).....\$4,200,000.

- Removal of concrete pile supported concrete pier and utilities. Installation of new Concrete Floating Dock for berthing of mega yachts 300+ feet in length. Utilities package includes 1,000 AMP super yacht pedestals, Fire Protection, Potable Water, Sewer, Fuel Transfer System, and Low Voltage. Mechanical clamshell dredging of South Marina Basin. Project within congested waterways and Boat Show Event space.

CONTINENTAL HEAVY CIVIL CORP

| 13131 SW 132nd Street, Unit #102. Miami, FL 33186 | Phone: (305)902-5105 | Fax: (305)357-6984 |

Bobby Brown, Project Manager and Estimator

Ferry Terminal Pier Extension (Key West, FL)\$1,300,000

- Construction of new 100' extension to Ferry Pier in Key West Harbor. Includes Carbon Fiber composite reinforced precast piling and precast concrete deck. Extend and refurbish Electrical, water, and fueling facilities. Project completed without interruption to Fort Myers and Dry Tortugas Ferry schedules.

Fleming Key Bridge Emergency Repairs (Key West, FL)\$1,500,000

- Emergency Demolition and Removal of damaged sewer main pipe support in channel. Install temporary supports and bracing. Install new permanent repair. Cased auger cast pile supported concrete cap and saddles. New timber bridge fender dolphins. Project within US Military Base on navigable waterway with strong currents and high vessel traffic.

Mallory Square Emergency Cruise Mooring Repairs (Key West, FL)\$550,000

- Emergency construction of new drilled shaft supported cruise ship mooring dolphin to replace mooring damaged by cruise ship docking mishap. Project within navigable waterway with strong currents and high vessel traffic.

Truman Annex Seawall (Key West, FL)\$1,163,000

- Design build services for reconstruction of 350 linear feet of new anchored steel sheet pile seawall for NOAA Docking Facility in Key West.

NOAA Nancy Foster Environmental Complex (Key West, FL)\$680,000

- Design build services for demolition, design, and construction of NOAA Docking Facility in Key West. Facility included concrete pile supported aluminum piers for various vessels with wide range of mission profiles. New vessel utilities, moorings, and security accessories.

Hurricane Irma Repairs (Naval Air Station, Key West)\$700,000

- Removal of dislodged concrete fenders from Truman Harbor Bottom. Install precast concrete fender replacements. Repair Hurricane Irma damage to Boca Chica Marina.

Derelict Structure Removal (Tybee Island, GA)\$1,450,000.

- Removal of old sheet pile walls and concrete wall structures (within the tidal affected areas), the project was done over the winter months on an expedited schedule due to delays caused by previous contractors (who defaulted on the project), removal required installation of cofferdam, dewatering and working within tidal affected areas (8-9' tidal change).

Bobby Brown, Project Manager and Estimator

Project Experience

- Homestead Bayfront Park Boat Ramp Improvements** \$650,000
Demolition of fixed piers and installation of new Concrete Pile supported Concrete floating Docks and Gangways. Regrade and pave ramp access.
- Hurricane Irma Derelict Vessel Recovery** \$550,000
Emergency mobilization and removal of approximately 100 sunken vessels from waters surrounding Key West. Coordination with local Salvors and Federal disaster response agencies.
- Tampa Bay Cut "A" Range Front Light and Rear Light** \$938,918
Design, Permitting and Repair of two ATON at Coast Guard Aids to Navigation, structurally jacketing/repairing the existing Prestressed concrete piles, Replacement of heavily corroded steel collars and attach bracing to plumb piles, Replace/repair steel grillage connections, Repair spalling of existing concrete pile cap, replace steel handrail system, Recoating, Fastener replacements, repairs to corroded steel members, Add lightening protection and vessel access
- Wharf 1 Concrete Panel Replacement**..... \$617,456.
Selective demolition to remove damaged panels, installation of new precast panels, cast in place concrete topping, MOT, Site protection, Pavement Restoration.
- Surfside Seawall Replacement (Town of Surfside)** \$1,128,000.
Sitework, Demolition of Existing cap and tie back system for seawall, construction of king pile and concrete panel seawalls with batter pile supports and riprap, extension of concrete and DIP drainage pipe, Manatee grates.
- Repair Erosion Construction at NSWCCD Dania Beach Facility** \$196,832.
Repair erosion along shoreline of NSWCCD Dania Beach Naval facility. Revetment Restoration.
- Channel Widening, Wares Creek (ACOE)**..... \$12,116,000.
Dredging, Sheet Pile Driving, Cast-In-Place Concrete, Soil Anchors.
- Stumphole Revetment Phase VI (Gulf County Board of County Commissioners)**..... \$1,313,510.
Sitework, Earthwork, Armoring, Clearing and Grubbing, Excavation and Grading.

EDUCATION / TRAINING / PROFESSIONAL REGISTRATIONS

- B.S., Construction Management, Florida International University, Miami, FL
- A.A., Architecture, Broward College, Davie, FL
- 30 Hr OSHA Training Course
- 10 Hr OSHA Training Course
- Certified Rigging and Signal Person
- Safe Boating Certification
- State of Florida Certified General Contractor
- U.S. Army Corps of Engineers Quality Control Certification
- Standard First Aid Training, AED & CPR Course

CONTINENTAL HEAVY CIVIL CORP

| 13131 SW 132nd Street, Unit #102. Miami, FL 33186 | Phone: (305)902-5105 | Fax: (305)357-6984 |

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that Continental Heavy Civil Corp.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

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

having its principal place of business at One Tower Square, Hartford, CT 06183

in the State of CT

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

City of Key West, Florida

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five Percent of Bid

Proposal Submitted ----- DOLLARS (\$ 5% -----) for

the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **ITB #21-013 Tarpon Finger Pier Extensions – City Marina at Garrison Bight**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY),

equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #21-013

TARPON FINGER PIER EXTENSIONS
CITY MARINA at GARRISON BIGHT

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

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

Signed and sealed this 28th day of July, 2021.

Continental Heavy Civil Corp.

By *[Signature]*
PRINCIPAL

Travelers Casualty and Surety Company of America
SURETY

By *[Signature]*
Attorney-In-Fact - Charles J. Nielson





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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES J NIELSON** of **MIAMI LAKES** Florida their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

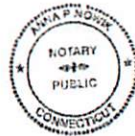
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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

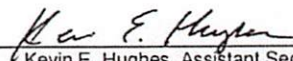
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Secretary, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of July, 2021




Kevin E. Hughes, Assistant Secretary

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

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami Dade)

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

By: Mark Zanardi, Vice President



Sworn and subscribed before me this 28 day of July 2021.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/03/2023



* * * * *

**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 _____
Tarpon Finger Pier Extensions City Marina at Garrison Bright ITB#21-013

2. This sworn statement is submitted by Continental Heavy Civil Corp.
(name of entity submitting sworn statement)

whose business address is 13131 SW 132nd Street, STE 102, Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-1876890

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

3. My name is Mark Zanardi
(please print name of individual signing)

and my relationship to the entity named above is Vice - President

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

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

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

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

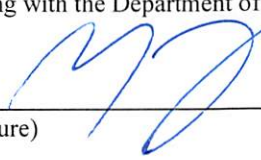
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision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

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

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

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

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



 (signature)

 07/28/2021
 (date)

STATE OF Florida

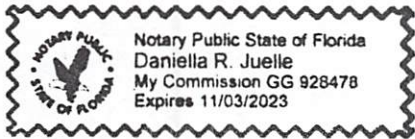
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 28 day of July, 2021.

My commission expires: 11/28/2021



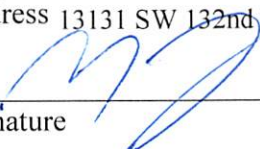


 NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Continental Heavy Civil Corp
Address 13131 SW 132nd Street, STE 102, Miami FL, 33186


Signature
Mark Zanardi

Print Name
Vice - President

Title

SEAL:



DATE: 7/28/2021

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami Dade)

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

Continental Heavy Civil Corp.

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

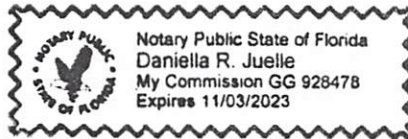
By: Mark Zanardi



Sworn and subscribed before me this 28th day of July 20 21.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/03/2021



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami Dade)


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

By: Mark Zanardi

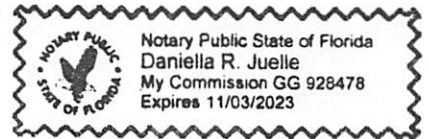


Sworn and subscribed before me this

28th day of July 2021.



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 11/03/2023

NON-COLLUSION AFFIDAVIT


STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

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

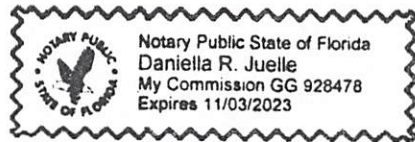
By: Mark Zanardi 

Sworn and subscribed before me this

28th day of July, 2021.



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 11/03/2023

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

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

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

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

Business Name _____

Phone: _____

Current Local Address: _____
(P.O Box numbers may not be used to establish status)

Fax: _____

Length of time at this address _____

N/A
Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

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

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank



CERTIFICATE OF LIABILITY INSURANCE

4/3/2022

DATE (MM/DD/YYYY)

7/26/2021

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Endurance Assurance Corporation		11551
INSURER B : Liberty Mutual Fire Insurance Company		23035
INSURER C : U.S. Specialty Insurance Company		29599
INSURER D : Employers Insurance Company of Wausau		21458
INSURER E : Ascot Insurance Company		23752
INSURER F : Markel American Insurance Company		28932

INSURED
1496036 CONTINENTAL HEAVY CIVIL CORP.
13131 SW 132ND STREET, SUITE 102
MIAMI FL 33186

COVERAGES CERTIFICATE NUMBER: 17722980 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	OPK10014937001	4/3/2021	4/3/2022	EACH OCCURRENCE \$ 1,000,000
E	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MAPL2110001282-02	4/3/2021	4/3/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Marine General Liab						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	AS2-Z51-292615-021	4/3/2021	4/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						\$ XXXXXXXX
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	CXS11324.041	4/3/2021	4/3/2022	EACH OCCURRENCE \$ 15,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 15,000,000
	<input type="checkbox"/> CLAIMS-MADE						Retention \$ 25,000
	DED						
	RETENTION S						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	WCC-Z51-292615-011	4/3/2021	4/3/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Inland Marine:	N	N	MKLM41M0052014	4/3/2021	4/3/2022	See Attached.
A	Vessel Pollution:			OPK10014937001	4/3/2021	4/3/2022	Pollution Limit: \$5,000,000
E	Hull/P&I			MACRL2110001283-02	4/3/2021	4/3/2022	Protection & Indemnity \$1M

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

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured.

CERTIFICATE HOLDER

17722980
City of Key West
P. O. Box 1409
1300 White St.
Key West FL 33041

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply. Jones Act Coverage is included within the Protection & Indemnity Policy.

Umbrella Liability Policy \$15M XS primary		
Carrier	Policy Number	Participation
U.S. Specialty Insurance Co	CXS11324.041	40%
Ascot Insurance Co.	MAXS2110001281-02	20%
Endurance Assurance Co.	OMX10014937501	20%
Navigators Insurance Co.	HO21LIAZ04NFP01	20%

Vessel Pollution Policy	
Insurer:	State National Insurance Company - 71.4286% Starr Indemnity & Liability Company - 14.2857% Ascot Insurance Company - 14.2857%
Effective Date:	04/03/2021 to 04/03/2022
Policy Number:	V-15034-21
Each Occurrence:	\$5,000,000 Per schedule on file with carrier

Longshore and Harbor Workers Compensation Act	
Insurer:	American Longshore Mutual Association
Effective Date:	04/03/2021 to 04/03/2022
Policy Number:	ALMA02421-02
Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Annual Aggregate
Bodily Injury by Disease:	\$1,000,000 Each Employee

Inland Marine

Insurer: Markel American Insurance Company

Policy #: MKLM4IM0052014

Catastrophe Limit Any One Occurrence: \$8,766,976

Waterborne Equipment per occurrence: \$2,000,000

Leased/Rented Equipment or Borrowed from others:

\$750,000 per item, \$1,500,000 occurrence

Deductibles

\$2,500 Except:

Flood: \$25,000

Earthquake: \$25,000

Named Storm: 5% subject to \$25K minimum

All Other Wind: \$2,500

Waterborne: 2% subject to \$25,000 minimum