

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

BID FORM (ADDENDUM 3)

To: The City of Key West
Address: 3140 Flagler Ave, Key West, Florida 33040
Project Title: Replacement of Tarpon Pier

City of Key West Project No.: ITB 12-030

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

Name: MATTHEW SHIRING
Telephone: (305) 325-0530 (x108)

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

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 150 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 150 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 proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$200 per day for each day that expires after the time specified for Final completion.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, 4, 5, 6, (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.

PERMITS:

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

	Item Description	Quantity	Units	Unit Price	Total
Base Bid					
	Mobilization/staging and Demobilization	1	LS	115,000.00	115,000.00
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea	2,500.00	25,000.00
	Reassemble Kingfish Finger piers at end of project	10	ea	3,300.00	33,000.00
	Demolition of Existing wood and concrete Tarpon Pier	1	LS	145,000.00	145,000.00
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf	56.00	26,880.00
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf	52.00	186,680.00
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf	75.00	21,000.00
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea	7,700.00	77,000.00
	Piles 11-14 (24" dia)	4	ea	7,700.00	30,800.00
	Pile Collars	14	ea	925.00	13,650.00
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea	12,200.00	12,200.00
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS	85.00	8,670.00
	Electrical System per HSA Plans and Specifications	1	LS	185,000.00	185,000.00
	Potable Water System per HSA Plans and Specifications	1	LS	40,200.00	40,200.00
	Sewer System per HSA Plans and Specifications	1	LS	39,500.00	39,500.00
	Fire System per HSA Plans and Specifications	1	LS	33,500.00	33,500.00
	As-builts/Product information and Warranty Certificate Binder	1	LS	8,150.00	8,150.00
	IPE Decking for main Pier	4,350	SF	9.00	39,150.00
				Total Base Bid	1,040,380.00
Alternate Bid Item 1 (Finger Piers)					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf	54.00	108,000.00
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea	1006.00	18,108.00
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea	(7,000.00)	(28,000.00)
	Piles 11-35 (18" dia)	25	ea	4,850.00	121,250.00
	Pile Collars (additional)	21	ea	625.00	13,125.00
	Furnish and install accessories (Cleats: Finger piers)	120	ea	50.00	6,000.00
	IPE Decking for Finger Piers	2,000	sf	9.00	18,000.00
				Sub Total Alternate Bid Item 1 (Finger Piers)	256,483.00
Alternate Bid Item 2 (Work under Addendum 1)					
	Addendum 1 Replacement of Bracing Wahoo and Kingfish Piers	92	ea	1,355.00	124,660.00
				Total Base Bid plus Alternate Bid Item 1 and 2	1,246,660.00
Alternate Bid Item 3 (Composite Decking)					
	Furnish Composite Decking (Main Pier)	4,350	sf	1.20	5,220.00
	Furnish Composite Decking (Finger Piers)	2,000	sf	1.20	2,400.00
				Sub Total Alternate Bid Item 3): Indicate as an Additive or deductive:	7,620.00
				Total Base Bid plus Alternate Bid Items 1, 2 and 3	1,429,143.00

TOTAL LUMP SUM BID (BASE BID PLUS ALTERNATE BID ITEM 1: FINGER PIERS)

~~ONE MILLION TWO HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED SIXTY~~ ^{THREE} Dollars
(Amount written in words has precedence)

and ZERO Cents

TOTAL :

LUMP SUM BID: (BASE PLUS ALTERNATE BID ITEM 1: FINGER PIERS)

\$ 1,296,863.00
(numerals)

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:

NEARSHORE ELECTRIC, INC
Name

5680 1ST AVE #5 STOCK ISLAND FL 33040
Street City State Zip

MARINA UTILITIES
Name

10951 HARMONY PARK DR BONITA SPRINGS FL 34135
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Surety

TRAVELERS CASUALTY AND SURETY COMPANY whose address is

2420 LAKEMOUNT AVE ORLANDO FL 32814
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is EBSARY FOUNDATION
COMPANY doing business at

2154 NW NORTH RIVER DR. MIAMI FL 33125
Street City State Zip

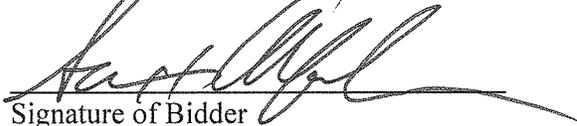
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

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 ALFELE RICHARD EBSARY
MATT SHIRING MIKE GONZALEZ
YVETTE AUBIN

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 25TH day of SEPTEMBER 2017.


Signature of Bidder

PRESIDENT
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 25 day of SEPTEMBER 2012.

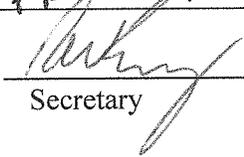
(SEAL)

EBRARY FOUNDATION CO

Name of Corporation

By: 

Title: PRESIDENT

Attest: 

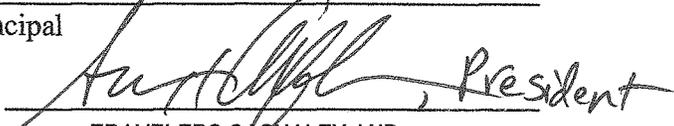
Secretary

END OF SECTION

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the 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 19TH day of SEPTEMBER, 2012.

EBSARY FOUNDATION COMPANY
Principal

By:  President

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA
Surety

By:  JOHN W. CHARLTON
Attorney-In-Fact

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. 005003924

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 16th day of August, 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 16th day of August, 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 19th day of SEPTEMBER, 2012.


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

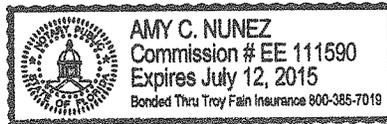
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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 AFELE, PRES.

Sworn and subscribed before me this
25 day of September, 2012


NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 7.12.15

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 TARPON PIER REPLACEMENT

2. This sworn statement is submitted by EBRARY FOUNDATION COMPANY
(name of entity submitting sworn statement)

whose business address is 2154 NW NORTH RIVER DRIVE

MIAMI, FL 33125 and (if applicable) its Federal Employer

Identification Number (FEIN) is 59-0229150

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

sworn statement _____)

3. My name is SCOTT ALFELE
(please print name of individual signing)

and my relationship to the entity named above is PRESIDENT

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

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

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity 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]
 (signature)
9/25/2012
 (date)

STATE OF Florida

COUNTY OF MIAMI-DADE

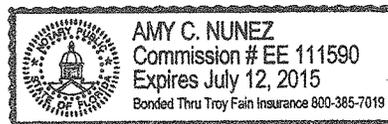
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 25 of September, 2012.

My commission expires: 7.12.15

[Signature]
 NOTARY PUBLIC



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: EBRARY FOUNDATION COMPANY SEAL:
2154 NW NORTH RIVER DR
MIAMI, FL 33125
Address

Signature
SCOTT AFEUE
Print Name
PRESIDENT
Title

402686A.GN1

402868A.GN1

DATE:

9/25/2012

SECTITLE
SECNO - 2

402868.B1
August 21, 2012
©COPYRIGHT 2006 CH2M HILL

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MIAMI-DADE)

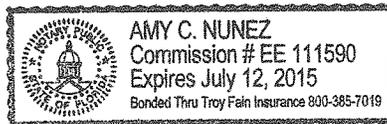
I, the undersigned hereby duly sworn, depose and say that the firm of EBSARY FOUNDATION Co provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 

Sworn and subscribed before me this

25 day of September, 2012.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 7-12-15

**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 EBSARY FOUNDATION Co Phone: (305) 325-0530
 Current Local Address: Fax: (305) 325-8684
 (P.O Box numbers may not be used to establish status)

NON - LOCAL ADDRESS

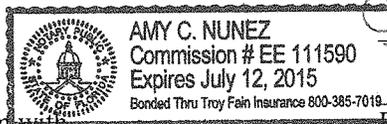
Length of time at this address

[Signature]
 Signature of Authorized Representative

9/25/12
 Date

STATE OF Florida
 COUNTY OF Dade

The foregoing instrument was acknowledged before me this 25 day of sept, 2012.
 By Scott Albele, of Ebsary Foundation Co.
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced Personally Known as identification
 (type of identification)



[Signature]
 Signature of Notary
Amy C. Nunez
 Print, Type or Stamp Name of Notary

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

 Title or Rank

STATEMENT OF SELF-PERFORMANCE

Ebsary Foundation Company intends to self-perform the mobilization and demobilization, dismantle and reassemble the king fish finer piers, demolition of existing Tarpon Pier, Installation of the Floating Docks and all accessories, installation of all piling, removal of all piling, installation of dock decking, bracing replacement on Wahoo and King Fish Piers and Composite Decking (if utilized). The total self-performance for this contract is approximately \$1,150,793.00 (which includes alternates 1,2 and 3) with is in excess of the required 40%



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #1
Replacement of Tarpon Pier
Invitation to Bid: 12-030
29 August

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 scope of work under this contract shall include the works identified on Attachment 1 Finger Pier tri-frame Bracing Replacement: Kingfish and Wahoo Piers
- Work shall be completed prior to commencement of demolition works on Tarpon Pier.
- A Revised Bid Sheet is a part of this Addendum.
- The Bid due date remains unchanged as a result of this addendum
- Paragraph 13 of the INSTRUCTIONS TO BIDDERS is replaced with the following:

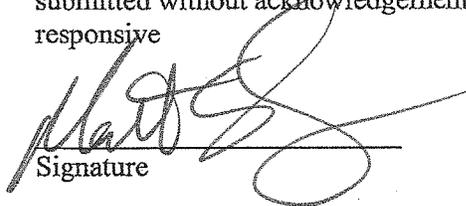
13. **AWARD OF CONTRACT**

The award will be made under one Contract by the Owner on the basis of the Base Bid Plus Alternate Bid Item 1 and Alternate Bid Item 2 from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus any of the alternates or elect to award the Base Bid only.

Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

The Owner reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

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

EBSARY FOUNDATION Co
Name Of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #2
Replacement of Tarpon Pier
Invitation to Bid: 12-030
6 September 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:

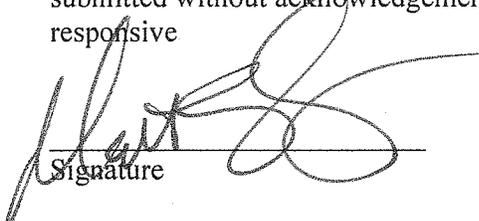
- Optional Site Visit: See attached list of attendees
- Engineers Estimate: \$1.5 million dollars
- The bid due date is NOT changed as a result of this Addendum
- ACOE/NOAA Permits: See attached permits. Contractor is required to comply with the Conditions of these permits and assist the City with the necessary documentation to close out these permits.
- Building Permits and Coral Relocation: Contractors are directed to item 17 of the General Conditions for information on these items.
- Insurance: In addition to the insurance requirements of the bid documents. Contractors shall also provide insurance which meets the following

The CONTRACTOR and his subcontractors will provide Workman's Compensation Insurance, U.S. Longshoremen and Harbor Workers Act, Jones Act, and Public Liability and Property Damage Insurance that must be approved prior to Commencement. The insurance amounts are as follows:

A. Public Liability Insurance in an amount not less than \$1,000,000 for any one person and not less than \$1,000,000 for any one accident.

B. Property Damage Insurance in an amount not less than \$200,000.

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

EBSALY FOUNDATION Co.
Name Of Business



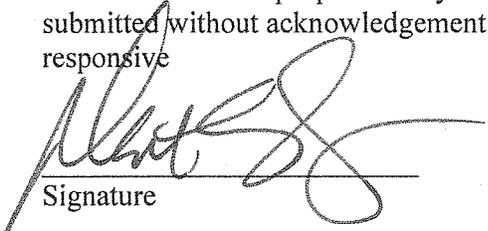
THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #3
Replacement of Tarpon Pier
Invitation to Bid: 12-030
10 September 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 Form is replaced with the attached
- Attached is the FDEP Permit: Contractors shall comply with this permit and assist the City with all reporting requirements. (Assisting the City with permit reporting requirements shall also apply to the ACOE and NOAA permits)
- No change to the bid due date results from this addendum

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

EBBARY FOUNDATION Co
Name Of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #4
Replacement of Tarpon Pier
Invitation to Bid: 12-030
14 September 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:

- Clarification: Sheet 6/9 Hans Wilson & Assoc. Plans. Note on right side of sheet states that the piles to remain are "18" sq mooring piles". Existing piles to remain are 12" square.
- Clarification TS-6.0: After the epoxy coating has cured per the manufacturers specifications, the epoxy coating pile shall be painted with two coats of a Two-Part Linear Polyurethane (PL) Coat with gray pigmentation from the Mean High Water mark to the top of the pile.
- Domestically Produced Seamless Steel Piling: In the event that the contractor can provide documentation that domestically produced pilings are not available, the City will consider other sources in compliance with Supplementary Condition 6.03.D.2
- Clarification: A portion of Addendum 2 provided clarification on Insurance. Delete this paragraph in addendum 2 and note the following:
 - That Contractors shall provide insurance that complies with the requirements of Paragraph 5.04 of the Supplementary Conditions
 - That additional endorsements covering requirements by USLH and Jones acts shall be provided. Specifically
 1. Longshore and Harbor Workers' Compensation Act Coverage Endorsement (WC 00 01 06 A)
 2. Maritime Coverage Endorsement (WC 00 02 01 A)
- No Change to the Bid Due Date is a result of this Addendum

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

A handwritten signature in black ink, appearing to be "Matt S.", written over a horizontal line.

EBSARY FOUNDATION Co
Name Of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #5
Replacement of Tarpon Pier
Invitation to Bid: 12-030
17 September 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 due date is changed to 26 September at 3pm

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

A handwritten signature in black ink, appearing to be "M. S.", written over a horizontal line.

EBBARY FOUNDATION CO.
Name Of Business

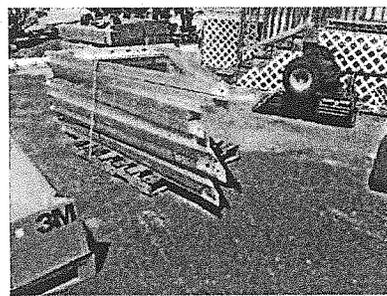
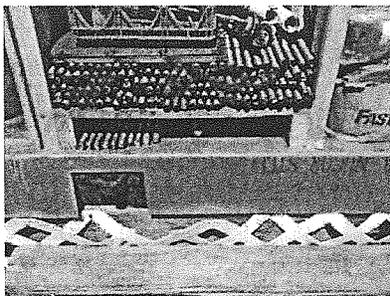


THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #6
Replacement of Tarpon Pier
Invitation to Bid: 12-030
18 September 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:

- TS-6.2 Anchor piles will be tubular steel pipe, minimum ASTM A252 Grade 3 (modified 50 ksi minimum yield), welded or seamless (no spiral weld allowed).
- CITY SUPPLIED MATERIAL The city shall provide the contractor the following materials to be incorporated into this project (Reference Addendum 1: Bracing).
 - 150 each stainless steel 8'-0 1/2" threaded rods/nuts and bolts to be used on the bracing replacement portion of this work. All additional rods required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.
 - 10 Each hot dipped galvanized braces. All additional braces required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.



- Indemnification form: The attached indemnification forms replaces the form in section 43-18-1
- Supplementary Conditions Article 5.04G. Replace the *Indemnification Agreement* with the following:

The contractor shall indemnify and hold harmless the City of Key West, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable

attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

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.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 6 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



EBRARY FOUNDATION Co
Name Of Business

EBSARY FOUNDATION COMPANY

EXPERIENCE RECORD

For:

**The City of Key West
Replacement of Tarpon Pier
ITB: 12-030**

MIAMI-DADE FIRE RESCUE FLOATING DOCK AND BOAT LIFT (PROJ. NO. 2005-037R)
JOB # 10-04-003

PROJECT LOCATION: Miami-Dade County Seaport Department
Port Of Miami

GENERAL CONTRACTOR: Ebsary Foundation Company

OWNER / OWNER REP.: Miami-Dade County Seaport Department
Capital Development Division
1015 N. America Way, 2nd Floor
Miami, FL 33132
Juan Bergouignan, Construction Manager
Tel: (305) 347-4974
Fax: (305) 347-3240
Juberg@miamidade.gov

ENGINEER: CH2M HILL
3001 PGA Blvd, Suite 300
Palm Beach Gardens, Florida 33410
J. Casey Long, PE NSPE
Senior Project Manager
561.904.7400 - main
561.904.7468 - direct
561.904.7401 - fax
casey.long@ch2m.com

CONTRACT VALUE: \$ 488,209.00

DATE WORK PERFORMED: MAY 2010 – DECEMBER 2010

SCOPE:

- Install Floating Dock
- Install Walkway with Platform
- Install Pile supported 60K boat lift
- Install electrical service and water service to dock
- Install Pipe Piling filled with concrete
- Marine mobilization off of 50x90 and maybe 150 ton crane from mooring dolphin job
- Bellingham will provide the docks, electric, water service, dock boxes and walkway
- Skyline will provide pipe piling
- Boat lift provided by: AAA Quality Docks & Boat Lifts of the Keys, LLC

FPL PPE DISCHARGE CANAL BULKHEAD
JOB # 11-04-001

PROJECT LOCATION: Port Everglades FPL Substation
8100 Eisenhower Blvd
Fort Lauderdale, Florida 33316-0100
Broward County, Florida

GENERAL CONTRACTOR: Ebsary Foundation Company

OWNER / OWNER REP.: Florida Power and Light
700 Universe Blvd
Juno Beach, Florida 33408
Keith Mazur
Project Manager
P: (561) 691-3089
E: Keith.mazur@fpl.com

ENGINEER: Florida Power and Light
700 Universe Blvd
Juno Beach, Florida 33408
Tom Joseph
Civil/Structural Engineering
P: 561-691-2753
E: Tom.Joseph@fpl.com

CONTRACT VALUE: \$ 896,770.00

DATE WORK PERFORMED: SEPTEMBER 2011 – DECEMBER 2011

SCOPE:

- Mobilize Land and Marine Installation
- Redesign bulkhead as steel cantilever bulkhead
- Install new sheet piling
- backfill
- Concrete Seawall cap
- Design bulkhead sheeting and cap
- Site Restoration

BERTH 33 BULKHEAD & SLIP 3 TOE WALL
JOB # 10-04-005

PROJECT LOCATION: Port Everglades
Hollywood, Florida

GENERAL CONTRACTOR: Ebsary Foundation Company

OWNER / OWNER REP.: Broward County Board of County Commissioners
Seaport Engineering & Construction Division
1850 Eller Dr.
Ft. Lauderdale, Florida 33316
Gary Bogumill
Project Manager
P: (954) 468-0149
Email: gbogumill@broward.org

ENGINEER: Halcrow
1101 Channelside Dr., Suite 400N
Tampa, FL 33602J. Casey Long, PE NSPE
Andy Curtis
Senior Project Manager
P: (813) 386-1985
F: (813) 386-1991
Email: CurtisAE@halcrow.com

CONTRACT VALUE: \$ 2,873,817.00

DATE WORK PERFORMED: JANUARY 2011 – JANUARY 2012

SCOPE:

- Install 294 WF of AZ 36 toe wall at Slip 3. Sheets supplied by Port. 37 pair will need to be spliced on site. All Slip 3 installation work to be performed from a barge.
- Place tremie seal between new toe wall and existing wall except 69' in front of FPL intake structure.
- Mobilize barge to Berth 33 and unload crane on land.
- Provide and install 249 WF of combi-wall entailing 36" dia. x 74' pipe piles and AZ 25 x 65' sheet piles.
- Install grouted soil anchors at 22 ea. pipe piles. Backfill between existing and new wall. Place concrete cap. Re-install existing fenders.
- Demolish section of existing finger pier and replace upon completion of combi-wall. Refurbish existing bollards. Repair existing concrete spalling.
- Provide and install cathodic protection at new wall and adjacent existing walls.
- Mob. 50'x90'x8' barge with LS 238 on site around January 3, 2011.
- Combi-Wall Supplier: Skyline Steel (407) 622-6001

INDIAN KEY DOCK CONSTRUCTION (FDEP #: 60674)

JOB # 08-04-002

PROJECT LOCATION: Indian Key
Islamorada, Florida

GENERAL CONTRACTOR: Ebsary Foundation Company

OWNER / OWNER REP.: Florida Department of Environmental Protection
Division of Recreation and Parks
Randy Strange
Project Manager
3540 Thomasville Road
Tallahassee, Florida 32309
Ph: (850) 488-5372
Fax: (850) 488-3537
Email: Randall.Strange@dep.state.fl.us

CONTRACT VALUE: \$ 368,000

DATE WORK PERFORMED: APRIL 2008 – JUNE 2008

SCOPE:

- Mobilize (Marine)
- Install 32 12"x 25' Precast / Prestressed Pile, drilled and grouted
- Install Precast and Prestressed concrete cap beams
- Install fiberglass composite H-beam stringers
- Install Fiberglass composite grate deck
- Install New hand rail
- Repair 6 cast concrete footers for the lookout tower

LARGE VESSEL MOORING FACILITY, B-30538A
JOB # 10-04-002

PROJECT LOCATION: Bicentennial Park
801 Biscayne Blvd.
Miami, Florida

GENERAL CONTRACTOR: Ebsary Foundation Company

OWNER / OWNER REP.: Carlos A. Vasquez, R.A.
CIP Project Manager
City of Miami - Capital Improvements Program
Miami Riverside Center
444 SW 2 Avenue - 8th Floor
Miami, Florida 33130
Ph: (305) 416-1206
Fax: (305) 416-2153
Email: cavasquez@miamigov.com

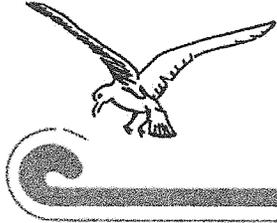
ENGINEER: Coastal Systems International, Inc.
464 S. Dixie Hwy
Coral Gables, Florida 33146
Tim Blankenship
Director
(305) 661-3655- main
(305) 661-1914 - fax
Email: tblankenship@coastalsystemsint.com

CONTRACT VALUE: \$ 1,332,022.00

DATE WORK PERFORMED: SEPTEMBER 2010 – APRIL 2011

SCOPE:

- Marine Mobilization and Landside Mobilization
- 64 ea 24" concrete pile with preformed holes and moving rip-rap
- 16 ea. 10x10x4 concrete caps
- 16 ea. Access ladders
- 16 ea. 50ton mooring bollards
- 16 ea. Fenders
- 2 ea. PDA test pile
- Protection of Existing structures (vibration and settlement monitoring)
- Endangered Species Monitoring (manatee watch and signs)
- 48 ea. Solar lights
- Surveying and Pile monitoring
- FRS prestress is providing Piling
- Dana Tugs is providing the barge
- Kelly Tractor is providing the 150 ton crane
- 3C furnishes and installs concrete caps
- Mahoney Supply provides access ladders and rub guards
- Trelleborg provides bollards
- Wingerter does all testing, pile monitoring, arranges PDA
- Geosonics does vibration monitoring
- Fenders supplied by Maritime or Ace Marine
- Surveying by Fortin & Leavy



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

September 12, 2012

EBSARY FOUNDATION COMPANY QUALIFICATIONS

Tax Payer ID # 59-0229150

Florida General Contractor License No. CGC059721

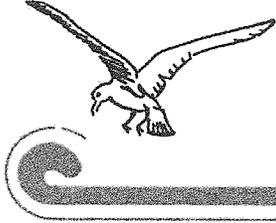
Miami-Dade County License No. E502

Dun and Bradstreet Number: 003869229

1. KEY PERSONNEL

- 1.1. Scott Alfele – President – 18 years experience in foundation and heavy construction at Ebsary Foundation Company. Licensed State of Florida General Contractor, Licensed Miami-Dade County Engineering Contractor, Category: Structural Engineering. Phone: (305) 986-8700 – Email: scotta@ebsaryfoundationco.com
- 1.2. Matthew Shiring, P.E. – Vice President – 11 years experience in heavy marine and foundation construction – 5 years with Ebsary Foundation Company. Licensed Professional Engineer in Florida and Maryland – Phone: (305) 746-5244 – Email: matt@ebsaryfoundationco.com
- 1.3. Mike Gonzalez – General Superintendent / Vice President of Operations. 30 years experience in marine, heavy and foundation construction at Ebsary Foundation Company. Phone: (305) 986-0172 – Email: mike@ebsaryfoundationco.com
- 1.4. Brian Ortiz – Project Manager / Estimator – 10 years experience in foundation construction with Ebsary Foundation Company. Phone: (786) 299-1527 – Email: brian@ebsaryfoundationco.com
- 1.5. Brent Huffman – Project Manager – 7 years experience in foundation construction. Phone: (305) 986-7414 – Email: bhuffman@ebsaryfoundationco.com
- 1.6. Yosmel Milian, E.I. – Project Manager / Estimator – 3 years of experience in foundation and heavy marine construction at Ebsary Foundation Company. (305) 967-3977 – Email: ymilian@ebsaryfoundationco.com
- 1.7. Victor DeWitt – Safety & Quality Control Manager – 15 years experience in Heavy Building and Highway Construction – 1 year with Ebsary Foundation Company. Certified Site Safety Health Officer. Phone (786) 299-1703 – Email: vdewitt@ebsaryfoundationco.com
- 1.8. Mark Belliveau – Superintendent – 28 years experience in foundation, heavy and marine construction – 6 years with Ebsary Foundation Company. Phone: (305) 747-4514 – Email: mbelliveau@ebsaryfoundationco.com
- 1.9. John Weidner – Superintendent. 11 years experience in foundation and heavy construction at Ebsary Foundation Company. Phone: (305) 219-0781 – Email: john@ebsaryfoundationco.com
- 1.10. Gerry Knopp – General Superintendent. 31 years experience in foundation, heavy and marine construction (305) 986-9025 – Email: gknopp@ebsaryfoundationco.com
- 1.11. Esmil Canet – Superintendent. 16 years experience in foundation and bridge construction. Phone: (305) 934-5415 – Email: ecanet@ebsaryfoundationco.com

Incorporated 1930



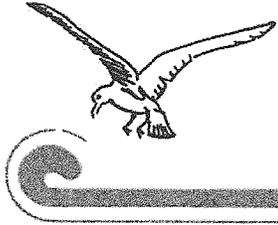
EBSARY

foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

2. ONGOING PROJECTS LIST

- 2.1. Wharves Strengthening Program, Cargo Wharves I to VII – *Miami-Dade County Seaport Department* – Furnish and install Replacement Combi-Wall Steel Sheet Pile Bulkhead, Driven 30” Pipe Piling and Cast-in-Place Concrete Breasting Structures. Contract Value: \$22,144,822. Odebrecht Construction Company, Luiz Simon (305) 341-8800, Email: lsimon@odebrecht.com – Juan Bergouignan, Miami Dade County Seaport Department (305) 347-4974
- 2.2. The Brickell CitiCentre, Foundation Package– 307 ea 18” x 50ft Augercast Piling, 1,153 LF of AZ19-700 permanent steel sheet piling and internal steel beam waler and bracing. Contract Value: \$ 7,012,411. Charles Bartlett, Malcolm Drilling Company, Inc., cbartlett@malcolmdrilling.com (813) 523-1427.
- 2.3. Cruise Terminal D & E Runway Extension (Project # 2011-014.04) – *Miami-Dade County Seaport Department* – Furnish and install 14” x 50ft Augered Cast-in-Place Piling and Cast-in-Place Concrete Runway Extensions for the Cruise Terminals. Contract Value: \$ 789,757.00. Kari Garland, Miami Dade County Seaport Department, kari@miamidade.gov, (305) 347-4974
- 2.4. Herbert Hoover Dike Rehabilitation Project, Culverts 1 & 1A Replacement – *US Army Corps of Engineers* – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel Sheet Piling, 24” Augercast Piling. Contract Value: \$15,672,012. Jorge Mendoza, Odebrecht Construction Company, (305) 341-8800, Email: mendoza@odebrecht.com
- 2.5. Herbert Hoover Dike Rehabilitation Project, Culverts 11 & 16 Replacement – *US Army Corps of Engineers* – Temporary Combi-Wall Sheet Pile Cofferdams, Permanent steel Combi-Wall Sheet Piling. Contract Value: \$2,827,470. Tom Westervelt, Harry Pepper and Associates, (561) 792-9186, Email: twestervelt@hpepper.com
- 2.6. Repairs to Navy mole Bulkhead 497 – *US Department of the Navy, NAVFAC S.E. / City of Key West* – Demo and Install replacement 400 LF of new Sheet pile Seawall with CIP Concrete Cap and Promenade slab, waler and grouted soil anchor tiebacks, mill and repave the pier and utility restoration. Contract Value: \$3,278,822.00. Ray Cottom, NAVFAC SE, (850) 814-7060, Melvin.Cottom.ctr@navy.mil.
- 2.7. Port of Miami Tunnel and Access Improvements Dodge Island Bridge Foundation – *Florida Department of Transportation* – Furnish and Install 44 ea. 24” Concrete Foundation Pile, to include test pile program. Contract Value: \$375,706.00. Jorge Oorbitg, Bouygues Civil Works, (305) 894-1835, j.orobitg@bcwf-miami.com.
- 2.8. North District Chiller Plant CHW Interconnect Piping Microtunneling Cofferdams – *Miami Dade County* - Design, install and remove 2 ea. microtunneling Jacking Cofferdam Pits. Contract Value: \$302,771. Mike Gibson, Bradshaw Construction (813) 621-7444.
- 2.9. Miami Beach Edition Hotel Foundation Pile– 101ea 24” x 43ft, 166ea 18” x 43ft, 157ea 14” x 38ft and 251ea 18” x 35ft Augercast Piling. Contract Value: \$1,925,868. Eric Cohen, Coastal Construction (305) 970-1969.



EBSARY

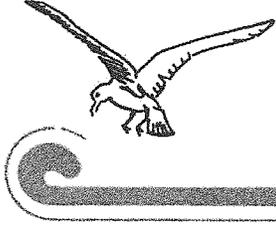
foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

3. COMPLETED PROJECTS LIST

3.1. 2012 Major Jobs

- 3.1.1. Berth 27 & 29 High Wind Bollards – **Broward County Seaport Department (Port Everglades)** – 3 ea. 66” x 70ft long Drilled shafts with concrete pile caps and 150 Ton Single Bit Bollards. Contract Value: \$ 339,020.00. Gary Bogumill, Port Everglades, gbogumill@broward.org, (954) 468-0149
- 3.1.2. Port of Miami Mooring Bollards Phase I – **Miami-Dade County Seaport Department** – Demolish existing fenders and apron slabs and Install 22 ea. bollards consisting of 88 ea 24” diameter x 77’ Augercast Piles and 22 ea cast in place concrete pile caps with 150 ton bollards. Contract Value: \$1,800,000. Juan Bergouignan, Port of Miami (305) 347-4974
- 3.1.3. S-197 Culvert Replacement Cofferdam Anchor Pile – **South Florida Water Management District** – Install 48 ea. 16” Augercast Anchor Pile for the cofferdam tremie tie down. Contract Value: \$ 46,000. Tim Keen, Interlaken, Inc. (561) 582-4651
- 3.1.4. I-595 Corridor Roadway Improvements Project (Soundwall Construction) – **Florida Department of Transportation** – Furnish and Install Augercast Pile Soundwall Posts, Precast Concrete soundwall panels, demolition and disposal of existing soundwall panels, Temporary and Permanent sheet pile installation. Contract Value: \$1,758,337. Anthony Guglielmi, Dragados, USA (305) 753-4699.
- 3.1.5. I-595 Corridor Roadway Improvements Project (Driven concrete pile) – **Florida Department of Transportation** – Install 18” and 24” precast and prestressed concrete pile. Contract Value: \$1,041,000. Brad Wilson, GLF Construction Corp. (954) 423-1436.
- 3.1.6. The Ocean Hotel Foundation – 108 ea. 14” x 60ft Augercast Piling. Contract Value: \$177,500. John Cahorshak, Reliance Construction Company, LLC, (561) 613-5423
- 3.1.7. University of Miami Student Activities Center Foundation – 339 ea. 14” x 38 ft Augercast Piling. Contract Value: \$320,000. Stephen Chang, Moss & Associates. (305) 381-8471.
- 3.1.8. San Marco Island Drainage Improvements Cofferdam Construction – Design, Install and Remove 21ft x 57ft temporary cofferdam for pump station construction. Contract Value: \$205,000. Ed Dominguez, South Eastern Engineering Contractors. (305) 557-4226.
- 3.1.9. I-75 Sound Walls (Fowler to Bruce B. Downs) – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$238,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.1.10. SR 429 Sound Walls – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$123,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.1.11. Removal of Fishing Catwalks at Rickenbacker Causeway Bear Cut Bridge – **Miami Dade County** – Demolition and Disposal of existing concrete catwalk and fishing pier. Contract Value: \$380,407. Alberto Estevez, MDC Construction Manager, (305) 375-1918.



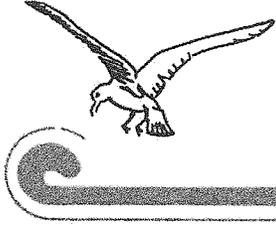
EBSARY

foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

3.2. 2011 Major Jobs

- 3.2.1. I-595 Corridor Roadway Improvements Project (Microtunneling cofferdams) - **Florida Department of Transportation** - Design, install and remove 13 ea. microtunneling Jacking and receiving Cofferdam Pits. Contract Value: \$1,528,629. Mike Gibson, Bradshaw Construction (813) 621-7444.
- 3.2.2. I-595 Corridor Roadway Improvements Project (Bulkhead & MSE Wall Construction) – **Florida Department of Transportation** – Furnish and Install approximately 14,500 wall feet of anchored bulkhead seawall with double channel walers, deadman tiebacks, grouted tiebacks. Install 2500 wall feet of MSE sheet pile walls with grouted tiebacks and walers. Contract Value: \$11,400,000. Daniel Ruiz, Dragados, USA (954) 513-3821.
- 3.2.3. I-595 Corridor Roadway Improvements Project (Microtunneling cofferdams) – **Florida Department of Transportation** – Design, install and remove 7 microtunneling Jacking and receiving Cofferdam Pits, Cast-In-Place Concrete Thrust Walls and Portal Walls. Contract Value: \$1,421,000. Alex Carstens, Globetec Construction Company (954) 590-3305
- 3.2.4. I-595 Corridor Roadway Improvements Project (Driven concrete pile) – **Florida Department of Transportation** – Install 18” precast and prestressed concrete pile. Contract Value: \$515,000. Antonio Mayo Suarez, Dragados, USA, Inc (954) 513-3858
- 3.2.5. Pump Station 650 Lakeside Ranch– **South Florida Water Management District (SFWMD)** – Furnish and install sheet pile and H-Pile wing walls with tiebacks and walers. Furnish and Install concrete piling and timber piling. Contract Value: \$ 715,000. Matthew Deluca, Douglas N. Higgins, Inc. (941) 309-5275
- 3.2.6. Large Vessel Mooring Facility – **City of Miami** – Furnish and install 64 ea. 24” concrete piles for 16 ea. mooring dolphins; with preformed holes, concrete caps, mooring bollards and fenders. Contract value: \$1,330,000. Carlos Vasquez, City of Miami project manager. (786) 367-5480
- 3.2.7. Berth 33 Bulkhead & Slip 3 Toe wall – **Broward County Seaport Department (Port Everglades)** – Install AZ 36 sheets toe wall, place tremie seal, provide and install combi-wall, grouted soil anchors and cast-in-place concrete cap. Contract value: \$2,900,000. Gary Bogumill, Port Everglades project manager. (954) 325-7665
- 3.2.8. C111 Spreader Canal – **South Florida Water Management District** Furnish and install permanent sheet pile with tiebacks; Design, install and remove temporary sealed steel sheet pile cofferdam. Contract Value: \$325,000. Saide Rangel, GlobeTec Construction (954) 590-3305
- 3.2.9. I-75 Sound Walls (SR 80 Interchange) – **Florida Department of Transportation** – Install Augercast Piles and set templates and posts for Sound Walls. Contract Value: \$230,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.2.10. I-95 Sound Barrier Walls (Palm Beach County) – **Florida Department of Transportation** – Augercast Piles, set posts and templates, Sound Barrier Walls. Contract Value: \$170,000. Barry Transleau, State Contracting and Engineering Corp. (954) 923-4747

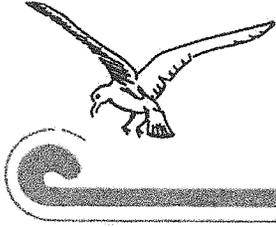


EBSARY

foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

- 3.2.11. FPL PPE Discharge Canal Sheet Pile Wall Installation – *Florida Power and Light, Port Everglades* – Design, Furnish and Install 550 wall feet replacement Steel Sheet Pile Bulkhead in the Plant Discharge Canal. Contract Value: \$ 881,000. David Boudreaux, Florida Power and Light (561) 691-3073
- 3.2.12. FPL PPE Circulating Water Inlet Structure, Culvert & Canal Restoration – *Florida Power and Light, Port Everglades* – Reconstruction of the toe wall, tremie concrete, culvert repairs and canal bank stabilization. Contract Value: \$ 874,395. David Boudreaux, Florida Power and Light (561) 691-3073
- 3.2.13. FPL PPE Seal Well Remediation Units 3 & 4 – *Florida Power and Light, Port Everglades* – Furnish and Install 12” Steel Pipe Piling and 14” Augercast Piling and Install Steel Sheet Piling . Contract Value: \$ 340,000. David Boudreaux, Florida Power and Light (561) 691-3073
- 3.2.14. Palm Center Garage – *City of Hialeah* –Install 242 ea. 14” dia. x 45 ft augercast piles. Contract Value: \$150,000. Oniel Toledo, City of Hialeah – Construction & Maintenance (305) 687-2620
- 3.2.15. Deering Estate Pump Station – *South Florida Water Management District* Design, furnish, install and remove 36’x78’ sealed cofferdam; furnish and install 2 ea. wing walls with associated deadman walls including tiebacks and walers. Contract Value: \$378,000. Dave Whittemore, Worth Contracting Inc. (904) 396-6363
- 3.2.16. Sweetwater Cofferdams – *City of Sweetwater* – Furnish, Install and remove two sealed cofferdams for two pump station structures. Contract Value: \$340,000. Saide C. Rangel, GlobeTec Construction Company, (954) 590-3305
- 3.2.17. Turnpike Soundwalls – *Turnpike Enterprise Authority* – Install augercast pile and set precast sound wall posts. Contract Value: \$1,250,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 760-5689
- 3.2.18. Holy Cross Hospital Expansion – Install 72 ea. 16” dia. x 45 ft. augercast piles. Contract Value: \$113,000. Bernie Perez, Arellano Construction. (305) 994-9901
- 3.2.19. Orange Line – MIC Earlington Heights Metrorail Connector – *Miami Dade Transit* – 24” Augercast Piles with Statnamic Testing. Contract Value: \$3,300,000. Humberto Zambrano, Odebrecht-Tower- Community Joint Venture (305) 341-8800
- 3.2.20. I-95 Sound Barrier Walls (Jacksonville) – *Florida Department of Transportation* – Install 170 - 30” dia. x 16 ft. bid length augercast piles and set templates and posts. Contract Value: \$370,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.2.21. SR 35 Sound Barrier Walls (Ocala) – *Florida Department of Transportation* – Install 101 ea. 36” dia. x 14 - 15 ft. augercast piles and set templates and posts for Sound Walls. Contract Value: \$313,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.2.22. SR 417 Sound Walls (Orlando) – *Florida Department of Transportation* – Install 216 ea. 30” dia. x 15 ft and 21 ea. 30” dia. x 18 ft augercast piles and set templates and posts for



EBSARY

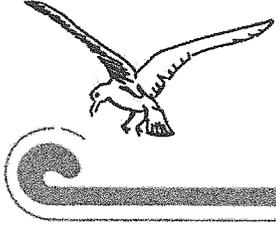
foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

- Sound Walls. Contract Value: \$280,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 899-4284
- 3.2.23. Scott Carver Redevelopment - Install 147 ea. 14" dia. x 45 ft. augercast piles. Contract Value: \$105,000. Neil Wilkie, Beauchamp Construction Company (305) 492-2499
- 3.2.24. MDX Cast-In-Place Sound Walls, SR 874 – *Miami-Dade Expressway Authority* – 30" Augercast piles. Contract Value: \$505,000. George Southworth, Concrete Impression, Inc (819) 899-4284
- 3.2.25. SR 874 Sound Barrier Walls – *Miami Dade Expressway Authority* – Augercast Piles, Set Posts and Templates for Sound Walls. Contract Value \$ 2,450,000. Brent Marley, Condotte America (305) 345-5482

3.3. 2010 Major Jobs

- 3.3.1. Wharf 1 Emergency Bulkhead Repair Phase II – *Miami-Dade County Seaport Department* – Furnish and install sheet pile cut off wall, backfill, cast in place concrete runway and repave. Contract Value: \$2,100,000. Juan Bergouignan, Miami Dade County Seaport Department (305) 347-4974
- 3.3.2. 1826 Collins – Install Augercast piling and steel sheet piling cofferdam. Pressed sheet pile installation. Contract Value: \$364,000. Carlos Gonzalez, Stellar Construction Management, LLC (786) 797-6136.
- 3.3.3. Key West/Navy Design Build Pedestrian Bridge – *City of Key West, US Navy* – Furnish and install an elevated 120ft x 8ft wide Pedestrian Bridge. Contract Value: \$759,000. Doug Bradshaw, Project Manager, City of Key West, Port Operations (305) 809-3792
- 3.3.4. North River Drive Seawall – Design Build Seawall, includes furnish and install sheet pile bulkhead, tiebacks and concrete cap. Contract Value: \$389,000. Sunhouse Construction, Olga Toro (305) 442-4600.
- 3.3.5. Sawgrass Pump Station – *City of Sunrise* – Design, Furnish, Install & Remove a 34' x 34' sealed cofferdam. Pressed Sheet Pile Installation. Contract Value: \$340,000. Michael Brandao, Cardinal Contractors, Inc. 954.587.0520
- 3.3.6. MIA Manatee Gate Replacement– *Florida Department of Transportation* – Install Temporary Manatee Barrier, Install new manatee gate consisting of PS27.5 sheet pile manatee gate with W10x30 King pile, Aluminum manatee gates and Steel walkway. , Remove Temporary Manatee Barrier. Contract Value: \$156,000. Carmen S. Gonzalez, Turner Construction Company, (786) 265-0891
- 3.3.7. JEA Greenland Energy Center Sound Walls – *Florida Department of Transportation* – Install 77 ea. 30" dia. x 16 ft. augercast piles for Sound Walls and set templates and posts for Sound Walls. Contract Value: \$160,000. George Southworth, Concrete Impressions of Florida, Inc. (813) 760-5689



EBSARY

foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

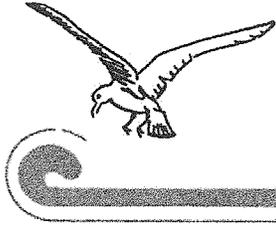
- 3.3.8. Miami-Dade Fire Rescue Floating Dock and Boat Lift – *Miami-Dade County Seaport Department* – Furnish and install pile supported floating dock. Contract Value: \$486,402. Juan Bergouignan, Miami Dade County Seaport Department (305) 347-4974

3.4. 2009 Major Jobs

- 3.4.1. MIA Mover – *Miami Dade Aviation Department* – 24” Augercast Piling and 24” Precast Concrete Pile Installation. Contract Value: \$2,140,000. Humberto Zambrano, Parsons – Odebrecht Joint Venture (305) 341-8800
- 3.4.2. South District Wastewater Treatment Plant Clarifiers – *Miami-Dade Water & Sewer Department* – Augercast pile foundation. Contract Value: \$495,000. Todd Palmatier, Atlantic Skanska, Inc. (772) 633-9177
- 3.4.3. Port Everglades Portwide Bollard Installation – *Broward County Seaport Department (Port Everglades)* – Drilled shafts, augercast piles and concrete pile caps. Contract Value: \$2,125,398.00. Gary Bogumill, Port Everglades (954) 468-0149
- 3.4.4. Miami Circle Seawall Replacement – *Florida Department of Management Services* – 550 Wall Foot AZ 39-700 Seawall Replacement, Concrete Cap and Rip-Rap. Contract Value: \$1,357,600. Jere Lahey (904) 359-6093
- 3.4.5. West Palm Beach Waterfront Commons Foundation – *City of West Palm Beach* – 14”x 40’ Augercast Piling. Zach Young, Catalfumo Construction (561) 694-3000
- 3.4.6. Milander Parking Garage Foundation – *City of Hialeah* – 14”x 48’ Augercast Piling. Contract Value: \$162,000. Carlos F. Lopez, Purchasing Supervisor, City of Hialeah (305) 883-5846
- 3.4.7. Calder Casino Aerial Crossing – *Miami-Dade County* – 12”x40’ precast concrete piling w/ cast-in-place concrete caps. Contract Value: \$26,000. Maria Valentin, Central Florida Equipment, (305) 888-3344
- 3.4.8. Port of Miami Cruise Terminal C & D Runway Extension and Bollards – *Miami-Dade County Seaport Department* – 24” x 69’ augercast piling, 14”x 49’ Augercast Piling, seawall demolition, cast in place concrete caps and new Bollards. Contract Value: \$459,220. Cesar Gonzalez, Project Manager, JVA Engineering (305) 696-7902
- 3.4.9. City of Cocoa WTM Cofferdams – *City of Cocoa Utility and Engineering Division* – Sheet pile cofferdams, soil Anchors, tremie seal and 14”x 60ft prestressed concrete piles. Contract Value: \$1,550,000. Alex Carstens, Globetec Construction Company (954) 590-3305

3.5. 2008 Major Jobs

- 3.5.1. Indian Key Dock Repair – *Florida Department of Environmental Protection (FDEP)* – Precast concrete and fiberglass dock replacement. Contract Value: \$359,000 Randy Strange, Florida Department of Environmental Protection (850) 488-5372

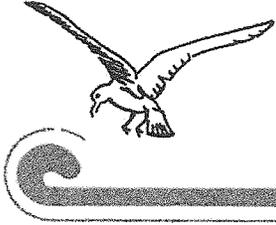


EBSARY

foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

- 3.5.2. Bellini Williams Island – Augercast pile foundation. Contract Value: \$1,255,000 Kevin Schwarte, 180 Production Management Inc. (786) 338-5360
- 3.5.3. Marriott Miami Airport – Augercast pile foundation. Contract Value: \$535,000 Ben Vidiella, Suffolk Construction Company (305) 609-4459
- 3.5.4. Hollywood Seawall – Prestressed concrete piles, concrete panel seawall, timber dock. Contract Value: \$445,000. Jerry McDonald, G.T. McDonald Enterprises (954) 584-3060
- 3.5.5. Waverly Condominium Seawall and Provision of Fence Foundation – Sheet pile seawall, concrete cap and landside foundation work. Contract Value: \$412,902 Tania Garcia, Waverly South Beach (305) 674-5880
- 3.5.6. Matheson Seawall – Steel sheet pile seawall, concrete cap and timber piles. Contract Value: \$257,000 Finlay Matheson, Owner (305) 443-4256
- 3.5.7. Miami Intermodal Center Fuel Tanks – *Florida Department of Transportation* – Sheet pile cofferdams, soil anchors and tremie seal. Contract Value: \$338,000. Clyde Williamson, Talon Industries (817) 265-5511
- 3.5.8. SR826/SW 163rd St. Bridge Repairs – *Florida Department of Transportation* – 14” Driven Fender Pile and precast column placement. Contract Value: \$55,000. Eric Espinosa, PCL Civil Constructors (813)264-9500
- 3.5.9. State School BB-1 – *Miami Dade County Public School* – Augercast Pile Foundation. Contract Value: \$590,000. Juan Campos, MCM Corp (305) 541-0000
- 3.5.10. Villas by the Sea – Augercast Pile Foundation. Contract Value: \$840,000. Michael Parker, Minto Communities, LLC (954) 973-4490
- 3.5.11. NSU Competition Pool – *Nova Southeastern University* – Augercast Pile Foundation. Contract Value: \$340,000. JWR Construction Services C/O Nova Southeastern University. Mike Metzger, JWR Construction Services (954)234-8632
- 3.5.12. Turnpike Sound Wall (I-4 to Gotha Road) – *Florida Department of Transportation* – Augercast Pile Foundation and Precast Post for sound walls. Contract Value: \$2,750,000. George Southworth, Concrete Impression, Inc (819) 899-4284
- 3.5.13. Army Corps of Engineers Structure 333 – *Army Corps of Engineers (ACOE)* – Driven 14” Pile and Augercast Anchor Supported Slab and Foundation. Contract Value: \$ 200,000. Eduardo Gandolfo, Michello, Inc. (305) 233-5394
- 3.5.14. Westwego Floodwall Construction – *Army Corps of Engineers (ACOE)* – Steel sheet piling, steel pipe piles, steel H-Piles for floodwall construction, timber dolphin piling. Contract Value: \$ 2,040,174. Paul Nola, Cajun Constructors Inc. (225) 753-5857



EBSARY

foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

4. TRADE REFERENCES

- 4.1. Odebrecht Construction Company, Inc. – Luiz Simon – (305) 341-8800 - lsimon@odebrecht.com
- 4.2. Port Everglades Seaport Engineering Dept. – Gary Bogumill – (954) 468-0149 - gbogumill@broward.org
- 4.3. Miami Dade County Seaport Department, Construction Management – Art Tillberg – (305) 347-4891 – ART1@miamidade.gov
- 4.4. Construction Engineering Consultants – Mike Bone, PE – (954) 922-6917 - mbone@ceconstruct.com
- 4.5. Atkins Global - Bill Pitcher – (786) 412-2201 – bill.pitcher@atkinsglobal.com
- 4.6. State Contracting & Engineering Corp. – Barry Transleau – (954) 923-4747 - btransleau@statecontracting.com
- 4.7. Florida Erection Service, Inc. – Glen McClendon – (954) 421-0575
- 4.8. Miami Dade County Seaport Department – Juan Bergouignan – (305) 905-3925 – Juberg@miamidade.gov
- 4.9. AECOM – Michael Lecomte – (786) 218-2147 – Michael.LeComte@aecom.com
- 4.10. Dragados, USA – David Lagan – (954) 513-3884 – dlagan@Dragados-USA.com
- 4.11. Kaderabek Company (KACO) – Barry Goldstein – (305) 666-3563 – barry@kaderabek.com
- 4.12. Coastal Systems International, Inc. – Tim Blankenship – (305) 661-3655 – tblankenship@coastalsystemsint.com

5. BONDING INFORMATION

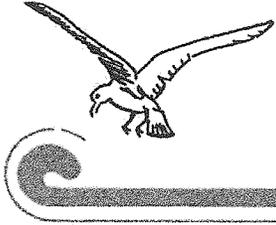
- 5.1. Matson-Charlton Surety Group – 700 South Dixie Highway, Suite 100, Coral Gables, Florida, 33146. John Charlton (305) 662-3852

6. BANK REFERENCE

- 6.1. Sabadell United – 3275 NW 87 Ave, Miami, Florida, 33172. Jaime Ortega (305) 499-1889

7. CREDIT REFERENCES

- 7.1. Florida Lumber Co. – 2431 N.W. 20th St. Miami, Florida 33142. Isabel, Phone: (305) 635-6412, Fax: 305 6334054, Email: floridalumber@aol.com
- 7.2. American Pile Driving Equipment – P.O. Box 88730, Tukwila WA, 98138. Dan Collins, Phone: (253) 872-0141, Fax: (253) 872-8710, Email: danc@apevibro.com
- 7.3. Continental Florida Materials – 13450 W. Sunrise Blvd, #430, Sunrise, Florida 33325. Ray Piloto, (305) 436-9177, Fax: (305) 994 7394, Email: Rpiloto@lehighcement.com



EBSARY

foundation company

Ebsary Foundation Company Qualifications
September 12, 2012

- 7.4. Flamingo Oil Company – 205 N.E. 179th St., Miami FL 33162. Sharon, Phone: (305) 652-2944, Fax: 305-770-1813, Email: info@pinkbird.com
- 7.5. Skyline Steel – 7380 Sand lake Rd, Suite 135 Orlando, FL 32819. Brent Kearney, Phone:(305) 622-6001, Fax: (407) 622 6002, Email: bkearney@skylinesteel.com.
- 7.6. Ace Marine and Rigging – 600 Arendell Street, Morehead City, N.C. 28557. Andy Pigott, Phone: (252) 723-0287, Fax: (252) 726-7499, Email: andy@acemarineandrigging.com
- 7.7. Neff Rental – 6501 NW 77th Avenue, Miami, FL 33166. Richard Halleck, Phone: (305) 477-7368, Fax: (305) 593-8160, Email: rhalleck@neffcorp.com
- 7.8. Kelly Tractor – 5460 Okeechobee Blvd, West Palm Beach, FL 33417. George McCoach, Phone: (561) 683-1231, Email: george_mccoach@kellytractor.com

8. **PICTURES OF PILE INSTALLATION WORK (on following pages)**

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

2012 LOCAL BUSINESS TAX RECEIPT 2013
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2013
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

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.
CC # E502

025285-8

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:

07/17/2012
60130000489
000135.00

125

SEE OTHER SIDE

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

2012 LOCAL BUSINESS TAX RECEIPT 2013
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2013
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

RENEWAL

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

RECEIPT NO.
STATE# CGC059721

455030-8

OWNER
EBSARY FOUNDATION COMPANY

Sec. Type of Business
196 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
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TIONS.

DO NOT FORWARD

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

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

07/17/2012
60130000487
000135.00

124

SEE OTHER SIDE

AC# 6189388

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12070600974

DATE	BATCH NUMBER	LICENSE NBR
07/06/2012	110428496	CGC059721

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ALFELE, SCOTT A
EBSARY FOUNDATION COMPANY
2154 NW NORTH RIVER DRIVE
MIAMI FL 33125-2297

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY



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 CONTRACTING UNTIL 09/30/2013

CITY OF KEY WEST, FLORIDA

August 1, 2012

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	CtlNbr:0018756
Location Addr	2154 NW N RIVER DR	
Lic NBR/Class	13-00023076 CONTRACTOR - CERT GENERAL CONTRACTOR	
Issue Date:	July 10, 2012	Expiration Date:September 30, 2013
License Fee	\$309.75	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$309.75	
Comments:		

This document must be prominently displayed.

EBSARY FOUNDATION COMPANY

EBSARY FOUNDATION COMPANY
2154 NW N RIVER DRIVE

MIAMI FL 33125

DESIGNATED INSURED SCHEDULE

Applicable to: CA 20 48 02 99 , MM 99 50 09 98

Name of Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

ANY PERSON OR ORGANIZATION WHERE THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO INCLUDE SUCH PERSON OR ORGANIZATION AS A DESIGNATED INSURED.

PREMIUM: \$1,250 FC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Premium: \$550 FC

Name of Person or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No: AS1-Z51-021626-661
Effective Date: 10/01/2011
Expiration Date: 10/01/2012
Sales Office: 0125

Issued By: Liberty Mutual Insurance Co.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

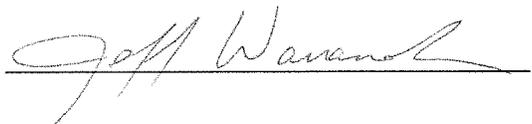
WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Per Policy Minimum Waiver Premium by State:

- \$500: AL, AR, CA, CO, CT, DC, GU, ID, IL, IN, IA, KS, ME, MD, MI, MS, MT, NV, NM, OH, OK, OR, PA, RI, SD, UT, VT, VA, WA, WV
- \$250: AK, DE, LA, NY
- \$100: NC, TX
- \$50: WI
- N/A: AZ, FL, GA, HI, MA, MN, MO, NE, SC, TN

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/11	Policy No.	BB1113883	Endorsement No.	6
Insured	Ebsary Foundation Co. Inc			Policy Effective Date	10/01/11
Insurance Company	SeaBright Insurance Company				

Countersigned By 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Contractors
(with Professional Liability)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 - REASONABLE FORCE
- Item 2. - NON-OWNED WATERCRAFT EXTENSION
- Item 3. - ALIENATED PREMISES
- Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 5. - CONTRACTORS PROFESSIONAL LIABILITY
- Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
- Item 7. - BODILY INJURY TO CO-EMPLOYEES
- Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS
- Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES
- Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
- Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION
- Item 13. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS
- Item 14. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
- Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT
- Item 16. - KNOWLEDGE OF OCCURRENCE
- Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS
- Item 18. - BODILY INJURY REDEFINITION
- Item 19. - MOBILE EQUIPMENT REDEFINITION
- Item 20. - SUPPLEMENTARY PAYMENTS
- Item 21. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

- a. Expected or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1. Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance
Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:
 \$10,000 Each Occurrence Limit
 \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. – CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I – Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III – Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSURED

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written

agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II - Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

Item 14. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II - Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph 2.a., b. and c. of Condition 2, Section IV – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph 6. of Section IV – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V - Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- 3. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the LIBERTY MUTUAL INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB1-Z51-021626-671

Audit Basis

Issued To

Dexter R. Lapp
SECRETARY

David M. Long
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 9