

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood ☐
2. All blank spaces in Bid filled in black ink. ☐
3. Total and unit Prices added correctly. ☐
4. Addenda acknowledged. ☒
5. Subcontractors are named as indicated in the Bid. ☒
6. Experience record included. ☒
7. Bid signed by authorized officer. ☒
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. ☒
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☒
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☐
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☐
13. Anti-kickback Affidavit[✓]; Public Entity Crime Form[✓]; City of Key West Indemnification[✓] ☐
Equal Benefits for Domestic Partners Affidavit[✓]; Cone of Silence[✓]; Lobbying Certification;
Lobbying Disclosure[✓]
14. Bidder submitted FDOT prequalification paperwork (Form 525-010-46) ☒
15. Bidder signed and submitted the suspension and debarment certification ☒
16. Bidder signed and submitted non-collusion declaration and compliance w/ 49CFR29 ☒
FDOT Form 575-060-13 [✓]

- 17. Bidder signed and submitted the Prohibited Interests Form ☒
- 18. ~~Bidder entered bid opportunity information in the Equal Opportunity Compliance (EOC) system within three business days of submission of the bid or proposal.~~ ☒
- 19. Bidder obtained full size forms, as indicated in the ITB, from FDOT website & submitted completed forms ☒
- 20. Bidder submitted FDOT Bid Opportunity List paperwork (Form 275-030-10) ☒

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BID FORM

To: City of Key West, Florida

Address: 1300 White Street , Key West, Florida 33040

Project Title: **KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION**

Project No.: ITB #18-001

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

Company Name: Ebsary Foundation Company

Contact Name & Telephone #: Scott Alfele 305-325-0530

Email Address: Info@Ebsaryfoundationco.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CONTRACT EXECUTION

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 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 TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred-eighty (180) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2017) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$763
Over \$50,000 but less than \$250,000	\$958
\$250,000 but less than \$500,000	\$1,099
\$500,000 but less than \$2,500,000	\$1,584
\$2,500,000 but less than \$5,000,000	\$2,811
\$5,000,000 but less than \$10,000,000	\$3,645

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, _____. (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.

LUMP SUM WORK ITEMS

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

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

* * * * *



KEY WEST HISTORIC SEAPORT
201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION**
(LAP AGREEMENT FM #412194-3)
ITB #18-001

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Questions and Clarifications:

1. Is there a cost estimate or budget available for this project?

The Architects construction estimate is \$698,052

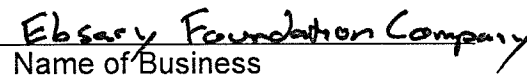
2. Is there an approximate start date for when the work will begin?

Anticipated Notice to Proceed is March/April 2018

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

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


Signature


Name of Business



KEY WEST HISTORIC SEAPORT
201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION
(LAP AGREEMENT FM #412194-3)
ITB #18-001**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Questions and Clarifications:

1. Will Key West provide their own builders risk policy instead of the contractor supplying a policy?

No, it is the contractor's responsibility to carry builders risk policy per the General Conditions of the project documents.

2. Does the existing structure need to be covered by builders risk during construction?

No, if contractor's activities cause damage to the existing structure it would be covered under the contractor's general liability policy.

3. What is the value of the existing Ferry structure?

Per the Monroe County Property Appraisers office the building market value of the entire Ferry Terminal structure is \$1,988,088.

4. If possible, we need the fuel layout diagram, particularly the position of the existing transition sump at the seawall and the location of the current dispensers.

Existing fuel system layout and location to be field verified by contractor.

5. Where will the new dispensers be located on the extension?

Refer to the bid documents for new fuel dispenser location.


6. Can you provide the electrical drawing or position of the panel relative to the pier?

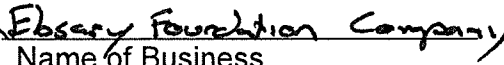
Construction plan layout for the existing electric panel location attached. Actual location to be field verified by contractor.

7. Mandatory Pre-Bid sign-in sheet attached.

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

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


Signature


Name of Business



KEY WEST HISTORIC SEAPORT
201 William Street
Key West, FL 33040

ADDENDUM NO. 3

**KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION**
(LAP AGREEMENT FM #412194-3)
ITB #18-001

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

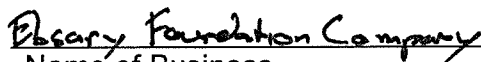
1. The Bid date has been extended to:

December 27, 2017 @ 3:30pm. If you have already submitted your bid acknowledgement of this addendum is still required. All bids received prior to new bid opening will be held, unopened, by the City Clerk.

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

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature


Name of Business

BID SCHEDULE

KEY WEST BIGHT FERRY TERMINAL PIER EXTENSION

LUMP SUM BID PRICE

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

1. Mobilization, General/Supp Conditions, Bonds and Demobilization

a.	Mobilization	1	each	\$ <u>15,000.00</u>
b.	General/Supp. Conditions	1	each	\$ <u>67,000.00</u>
c.	Performance/Payment Bonds	1	each	\$ <u>12,000.00</u>
d.	Demobilization	1	each	\$ <u>11,000.00</u>
	1	LS	(10% of Construction Cost Max.)	\$ <u>105,000.00</u>

2. Grant Requirements

1	LS	\$ <u>5,500.00</u>
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3. Permit Fees (to be paid at cost)

1	LS	\$ <u>19,000.00</u>
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4. Demolition (includes all labor, equipment and disposal for a complete product)

1	LS	\$ <u>17,000.00</u>
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5. Concrete Pier, Bents, Beams and Piles (includes all labor, equipment and material for a complete product)

1	LS	\$ <u>529,000.00</u>
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6. Wood Fender Pilings (includes all labor, equipment and material for a complete product)

1	LS	\$ <u>43,000.00</u>
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7. Dock Cleats, Pile Caps and .30mil HD Polyethylene Pile Wrap (60"width) (includes all labor, equipment and material for a complete product)

1	LS	\$ <u>7,500.00</u>
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8. ADA Ramp / Railings (includes all labor, equipment and material for a complete product)

1 LS \$ 53,000.00

9. Utility and Life Safety Equipment (includes all labor, equipment and material for a complete product)

1 LS \$ 54,000.00

10. Fuel Dispenser (includes all labor, equipment and material for a complete product)

1 LS \$ 72,000.00

11. Decorative Pole Lighting (includes all labor, equipment and material for a complete product)

1 LS \$ 31,000.00

12. Electrical Panels, Transformer and Pad (includes all labor, equipment and material for a complete product)

1 LS \$ 104,000.00

13. General Allowance (only to be used with Owner's written approval)

1 LS \$ 55,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 13 \$ 1,095,000.00

ONE MILLION NINETY-FIVE THOUSAND Dollars & ZERO Cents
(amount written in words)

ALTERNATE BID

1. (1) Additional Fuel Dispenser w/ 1 1/2" Hose per Sheet A-3 (includes all labor, equipment and material for a complete product)

1 LS \$ 39,000.00

THIRTY-NINE THOUSAND Dollars & ZERO Cents
(amount written in words)

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

Mobilization/Demobilization	\$26,000
General Conditiona	\$67,000
Demolition	\$17,000
Concrete Pier, Bents, Beams, and Pile	\$529,000
Wood Fender Pile	\$43,000
Dock Cleats and Pile Wrap	\$7,500
ADA Ramp and Railing	\$53,000
Utility and Life Safety Equipment	\$54,000

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:

Cast in Place Concrete

Portion of Work

3C Construction Corporation

Name

3601 NW 55 Street Ste 201, Miami, FL, 33142
Street City State Zip

Electrical Utility

Portion of Work

Marina Utilities

Name

10951 Harmony Park, Bonita Springs, FL, 34135
Street City State Zip

Fuel Service

Portion of Work

Marina Utilities

Name

10951 Harmony Park, Bonita Springs, FL, 34135
Street City State Zip

Plumbing

Portion of Work

Gary's Plumbing and Fire

Name

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

SURETY

Travelers Casualty and Surety Company _____ whose address is
One Tower Square _____, Hartford _____, CT _____, 06183
Street City State Zip
305-662-3852 _____
Phone John Charlton
Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Ebsary Foundation Company _____
_____ doing business
at
2154 NW North River Drive _____, Miami _____, FL _____, 33125
Street City State Zip
Info@Ebsaryfoundationco.com
email address

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:

Name	Title
Scott Alfele	President
Ricahrd Ebsary	Chairman
Matt Shiring	Vice President
Yvette Aubin	Vice President
Mike Gonzalez	Vice President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20____.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 27 day of December 2017.

(SEAL)

Ebsary Foundation Company
Name of Corporation

By Scott Alfele

Title President

Attest
Secretary

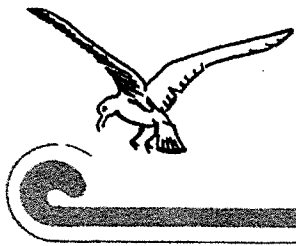
EXPERIENCE OF BIDDER

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

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

Please See Attached Project List

* * * * *



EBSARY

foundation company

MARINE AND ENGINEERING CONSTRUCTION

2154 N.W. North River Drive, Miami, Florida 33125-2297

Ofc. (305) 325-0530 • CC# E-502 • Fax (305) 325-8684

City of Key West ITB #18-001
Key West Bight Ferry Terminal Pier Extension
Key West, Florida

Project References

EBSARY FOUNDATION COMPANY

Tax Payer ID # 59-0229150

Florida General Contractor License No. CGC059721

Miami-Dade County License No. E502

Dun and Bradstreet Number: 003869229

FBPE Certificate of Authorization No. 30489

1. Project Reference 1

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

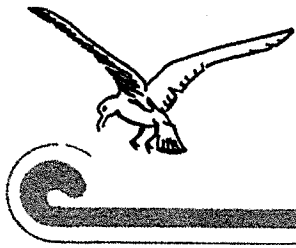
- 1.1. Description and Location of Work: Demolition and Reconstruction of new 1475 ft long Cruise Ship Berth, to include bulkhead, anchor wall, Utilities, Paving, Storm water, Demolition and Dredging.
- 1.2. Contract Amount: \$21,775,000.00
- 1.3. Dates work was Performed: March 2017 – Ongoing
- 1.4.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

2. Project Reference 2

Name: Turnberry Isle Marina Yacht Club

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

Incorporated 1930



EBSARY

foundation company

3. **Project Reference 3**

Name: Island Gardens Mega Yacht Marina

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

4. **Project Reference 4**

Name: South Point Pier Replacement Project

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

5. **Project Reference 5**

Name: Repairs to Navy Mole Bulkhead

- 5.1. Description and Location of Work: Demo and Install replacement 400 LF of new Sheet pile Seawall with CIP Concrete Cap and Promenade slab, waler and grouted soil anchor tiebacks, mill and repave the pier and utility restoration. Located in Key West Florida
- 5.2. Contract Amount: \$3,278,000
- 5.3. Dates work was Performed: June 2012 – April 2013
- 5.4. Owner: US Dept of Navy NAVFAC SE / City of Key West
- 5.5. Owner Contact Info: Ray Cotton - NAVFAC SE, (850) 814-7060, Melvin.Cottom.ctr@navy.mil.
- 5.6. Engineer: Appledore Marine Engineering
- 5.7. Engineer Contact Info: Robert Snover – 603-766-1870, amei@appledoremachine.com

Additional project and business references can be provided upon request.

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ FIVE PERCENT OF
THE AMOUNT BID

KNOW ALL MEN BY THESE PRESENTS, that EBSARY FOUNDATION COMPANY

hereinafter called the PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY

OF AMERICA

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

having its principal place of business at ONE TOWER SQUARE, HARTFORD, CT 06183

in the State of CONNECTICUT

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

CITY OF KEY WEST, FLORIDA

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of FIVE PERCENT OF THE
AMOUNT BID DOLLARS (\$ 5%

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Key West Bight Ferry Terminal Pier Extension, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

ITB #18-001

**KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION**

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

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

Signed and sealed this 13th day of DECEMBER, 2017.

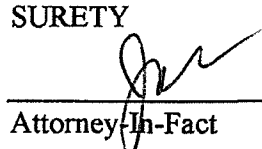
EBSARY FOUNDATION COMPANY

By


PRINCIPAL

TRAVELERS CASUALTY AND SURETY
COMPANY
SURETY

By


Attorney-In-Fact

JOHN W. CHARLTON

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

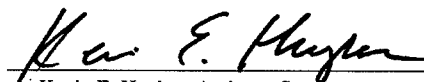
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 13th day of December, 20 17.


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.



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. 007368735

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, 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.

Any and all consents required by the Department of Transportation, or the Central Florida Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of September, 2017.

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: 

Robert L. Raney, Senior Vice President

On this the 6th day of September, 2017, before me personally appeared Robert L. Raney, 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, 2021.




 Marie C. Tetreault, Notary Public

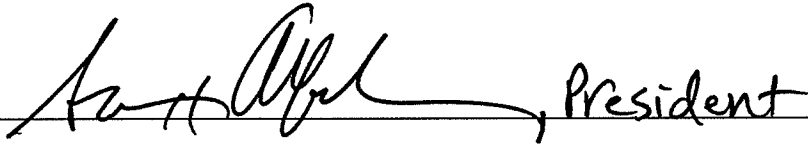
ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)


: SS

COUNTY OF Miami Dade)

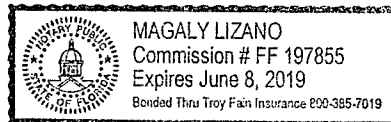
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: , President

Sworn and subscribed before me this 27 day of December 2017.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: June 8, 2019



* * * * *

**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 _____
Key West Bight Ferry Terminal Pier Extension -- ITB #18-001

2. This sworn statement is submitted by Ebsary Foundation Company
(name of entity submitting sworn statement)

whose business address is 2154 NW North River Drive Miami FL 33125

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

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement N/A

3. My name is Scott Alfele
(please print name of individual signing)

and my relationship to the entity named above is President

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

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

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

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

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

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

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

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

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

Scott Alfale
(signature)

12/27/17
(date)

STATE OF Florida

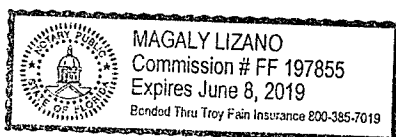
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 27 day of December, 2017.

My commission expires:



Magaly Lizano
NOTARY PUBLIC

25

Required Forms

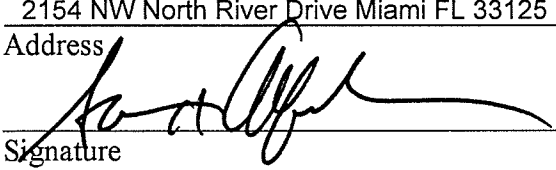
INDEMNIFICATION FORM

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

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

Additionally, to the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

CONTRACTOR: Ebsary Foundation Company
2154 NW North River Drive Miami FL 33125
Address

Signature
Scott Alfele
Print Name
President
Title
DATE: 12/27/17

SEAL: 

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami Dade)

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

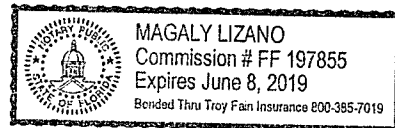
Ebsary Foundation Company

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

By: _____

Sworn and subscribed before me this 27 day of December 2017.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: June 8, 2019

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS


COUNTY OF Miami Dade)

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

By: 

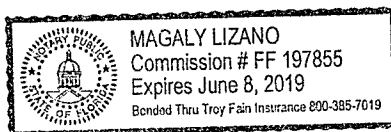
Sworn and subscribed before me this

27 day of December 20 17.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: June 8, 2019



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Monroe
BID LETTING OF: Key West ITB #18-001

I, Scott Alfele, hereby declare that I am
(NAME)
President of Ebsary Foundation Company
(TITLE) (FIRM)
of 2154 NW North River Drive, Miami FL 33125
(CITY AND STATE)

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

I further declare that:

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

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

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

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

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

EXCEPTIONS:
Not Applicable

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

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

CONTRACTOR: (Seal)

BY: Scott Alfele - President
NAME AND TITLE PRINTED

BY: [Signature]
SIGNATURE

WITNESS: [Signature]

WITNESS: [Signature]

Executed on this 27 day of December, 2017

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

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PROHIBITED INTERESTS FORM AND NOTICE

I Scot Alfele President certify that neither Ebsary Foundation Company
(Printed Name) (Title) (Company Name)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.


Signature

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on 12-13-2017
(Letting Date)

Fill in your FDOT Vendor Number

VF 590229150005

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

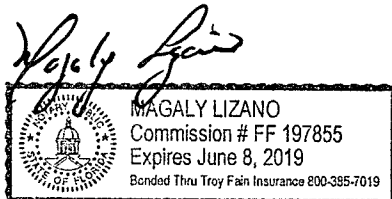
The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ 41,204,037.72

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 27 day
of December, 20 17



Ebsary Foundation Company
NAME OF FIRM
By: [Signature]
Scott Alfele - President
Title

STATUS OF CONTRACTS ON HAND

1 CLASSES OF WORK	2 DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	3 CONTRACT (OR SUBCONTRACT) AMOUNT	4 AMOUNT SUBLET TO OTHERS	5 BALANCE OF CONTRACT AMOUNT	6 UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT		7 BY APPLICANT
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
Augercast Piles and Precast Posts for Soundwalls	Turnpike HEFT (FDOT 423372-2-52-01), Owner	2,783,995.00	15,000.00	4,960.00			4,960.00
Augercast Piles and Precast Posts for Soundwalls	Turnpike HEFT (FDOT 415051-4-52-01), Owner	1,317,045.00	20,000.00	834,859.50			834,859.50
Augercast Piles and Precast Posts for Soundwalls	Turnpike HEFT (FDOT 4354462-1-52-01), Owner	753,221.00	28,220.00	222,813.00			222,813.00
Major Bridge (Bascule), Intermediate Bridge, Minor Bridge, Marine Construction, Driven Piling, Foundation Drilling, Demolition	SFRB Bascule - (GC) Johnson Brothers - 608 Hennietta Creek Rd, Roanoke, TX 76262 (FDOT T4360)	71,000.00	3,500.00	53,000.00			
Augercast Piles and Precast Posts for Soundwalls	I-95 @ I-295 N Interchange (FDOT 213323-1-52-01), Owner	414,899.00	42,800.00	414,899.00			53,000.00
marine construction, grading, augercast piling, Hot Plant-Mixed Bltum, Courses, Flexible paving	Port of Miami Terminal F Tie Downs - Owner: Miami Dade County PortMiami Project Location: Miami, Florida (FDOT 433383-1-94-02)	1,527,361.00	500,000.00	357,305.35	357,305.35		414,899.00
Bridge Deck Overlays, bridge painting, drainage, electrical work, fencing, flexible paving, grading, pavement marking, roadway signing, Marine Construction, Sheet Piling, Driven piling, Drilled Shafts, Foundation Drilling, Driving Steel Sheet Pile, seawall	North Bay Road Emergency Pedestrian Bridge - (Owner) City of Sunny Isles 18070 Collins Avenue, Sunny Isles Beach, FL 33160 Project Location: Sunny Isles, Florida (FDOT 439414-1-54-01)	1,796,673.45	539,002.04	390,818.45	390,818.45		
Major Bridge (Bascule), Intermediate Bridge, Minor Bridge, Marine Construction, Sheet Piling, Driven piling, Dredging, Foundation Drilling, Driving Steel Sheet Pile, Rip-Rap, Rubble Rip-Rap, seawall	Miami Tamiami Canal Swing Bridge Replacement - Miami Dade County (Owner) / Archer Western (GC) - 3201 NW 24th Street, Miami, FL 33142 (FDOT 416658-1-52-01)	4,418,021.94	376,300.00	244,524.29			244,524.29
			DOT WORK	2,523,179.59	748,123.80		1,775,055.79
	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT			
Augercast Piling	FL Terminal 4 - GC Cummings Balfour Beatty, 3550 SW 2nd Avenue, Trailer 5B, Ft. Lauderdale, FL 33315 - Hollywood, Florida	2,104,510.00	184,742.00	148,704.00			148,704.00
Minor Bridge, Sheet Piling, Driven Piling, Marine Construction	Lake Okechobee Herbert Hoover Dike Culverts 8 and 13 - Owner - Army Corp of Engineers; GC - Harry Pepper & Associates/Glades County, Florida	1,117,940.87	71,978.00	126,413.90			126,413.90
Minor Bridge, Sheet Piling, Driven Piling, Marine Construction	Lake Okechobee Herbert Hoover Dike Structures 274 & S-278 - Owner - Army Corp of Engineers; GC - Harry Pepper & Associates/Glades County, Florida	2,974,714.01	115,000.00	2,057,280.18			2,057,280.18
Major Bridge, Seawall, Driven Piling, sheet piling, Marine Construction,	SR 836 Capacity Improvements - Owner: MDX; (GC) Odebrecht Construction - SR 836 from SR826 to SR9, Miami, Florida	3,127,432.00	156,700.00	1,014,599.13			1,014,599.13
sheet piling, grading, augercast piling,	Museum Garage - (GC) KVC Constructors - 9499 NE 23rd Avenue, Suite 205, Miami Shores, Florida 33138, Project Location: Miami, Florida	2,255,527.75	135,000.00	5,637.10			5,637.10
Augercast Piling, Sheet Piling, Driven Piling	Mary Brckell Village Pump Station - Southeastern Engineering (GC) 12054 NW 98th Avenue, Hialeah Gardens, FL 33018	224,650.00	13,832.00	22,000.00			22,000.00
Major Bridge, Intermediate Bridge, Minor Bridge, Bridge Deck Overlays, bridge piling, drainage, electrical work, fencing, flexible paving, grading, pavement marking, roadway signing, Marine Construction, Sheet Piling, Driven piling, Drilled Shafts, Foundation Drilling, Driving Steel Sheet Pile, seawall	North Bay Road Emergency Pedestrian Bridge - (Owner) City of Sunny Isles 18070 Collins Avenue, Sunny Isles Beach, FL 33160 Project Location: Sunny Isles, Florida	4,230,043.40	1,269,013.02	320,920.89	320,920.89		
Minor Bridge, Sheet Piling, Driven Piling, Marine Construction	HHD Culvert 10A - (GC) Harry Pepper & Associates 8233 Gator Lane Suite 1, West Palm Beach, Florida 33411, Project Location: West Palm Beach, Florida	1,798,839.86	85,826.00	859,638.91			859,638.91
Intermediate Bridge, Minor Bridge, drainage, electrical work, fencing, flexible paving, grading, pavement marking, Marine Construction, Sheet Piling, Driven piling, Foundation Drilling, Driving Steel Sheet Pile, seawall, augercast piling, Dredging	RMK Merrill Stevens (owner) - 1270 NW 11 Street, Miami, FL	4,180,091.84	220,800.00	1,152,509.42	1,152,509.42		
Augercast Piling	Midtown 8 - Kast Construction - 2901 NE 1st Avenue, Miami, FL	1,759,280.31	38,000.00	21,903.86			21,903.86
Augercast Piling	Atlantic Sapphire USA Salmon Farm - OHL Arellano Construction - 7051 SW 12th Street, Miami, FL 33144, Project Location: Homestead, Florida	247,800.00	41,456.00	32,935.09			32,935.09
Augercast Piling	Cruise Terminal A - Suffolk Construction - Project Location: Port of Miami, Florida	2,578,800.00	568,000.00	214,765.59			214,765.59
Augercast Piling	The 550 Office Building - Gulf Building LLC - 633 S. Federal Highway, Suite 500 FL lauderdale, FL 33301, Project Location: Broward County, Florida	511,161.00	54,887.00	469,846.67			469,846.67

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

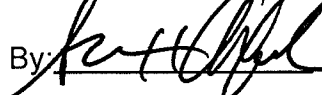
(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:  Date: 12/27/17 Authorized Signature

Title: Scott Alfele - President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Ebsary Foundation Company

By: 

Date: 12/27/97

Title: Scott Alfele - President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epils.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

This information may also be included in your bid or proposal package.

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos.1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

8. Annual Gross Receipts

☐ Less than \$1 million

☐ Between \$1 - \$5 million

☐ Between \$5 - \$10 million

☐ Between \$10 - \$15 million

☐ More than \$15 million

8. Annual Gross Receipts

☐ Less than \$1 million

☐ Between \$1 - \$5 million

☐ Between \$5 - \$10 million

☐ Between \$10 - \$15 million

☐ More than \$15 million

8. Annual Gross Receipts

☐ Less than \$1 million

☐ Between \$1 - \$5 million

☐ Between \$5 - \$10 million

☐ Between \$10 - \$15 million

☐ More than \$15 million

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST**

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

1. Federal Tax ID Number: 65-0335861
2. Firm Name: Gary's Plumbing and Fire
3. Phone: 305-296-6013
4. Address: 6409 2nd Terrace STE 1, Key West, FL 33040
5. Year Firm Established: 1992

6. ☐ DBE
☒ Non-DBE
7. ☒ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: 308893
2. Firm Name: South Eastern Prestressed Concrete
3. Phone: 561-793-1177
4. Address: 1801 Centrepark Dr Ste 150, West Palm Beach, FL 33401
5. Year Firm Established: 1966

6. ☐ DBE
☒ Non-DBE
7. ☒ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: None
2. Firm Name: Petroleum Marine Construction
3. Phone: 954-533-1199
4. Address: 120 E Oakland Park Blvd, Oakland Park, FL 33334
5. Year Firm Established: 2017

6. ☐ DBE
☒ Non-DBE
7. ☒ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: 26-0727997
2. Firm Name: Marina Utilities
3. Phone: 239-405-8877
4. Address: 10951 Harmony Park DR #4 Bonita Springs, FL 34135
5. Year Firm Established: 2009

6. ☐ DBE
☒ Non-DBE
7. ☒ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: 81-0550592
2. Firm Name: Manaty Transportation
3. Phone: 305-323-0723
4. Address: 14930 NE 10th Ave, Miami, FL 33161
5. Year Firm Established: 2010

6. ☒ DBE
☐ Non-DBE
7. ☒ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST

275-030-10
EQUAL OPPORTUNITY OFFICE
02/08

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

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☐ Subconsultant

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☐ More than \$15 million

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4. Address: _____

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☐ Non-DBE

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2. Firm Name: _____
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4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

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2. Firm Name: _____
3. Phone: _____
4. Address: _____

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6. ☐ DBE
☐ Non-DBE

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☐ Subconsultant

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☐ Between \$1 - \$5 million
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2. Firm Name: _____
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4. Address: _____

5. Year Firm Established: _____

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☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

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☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

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

LICENSE NUMBER

CGC059721

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



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



ISSUED: 07/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607070000878