

NOTE TO BIDDER: Use preferably BLUE ink for completing this BID form.

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **Spencer's Boat Yard Seawall**
ITB# 24-014

Bidder's contact person for additional information on this BID:

Company Name: Shoreline Foundation, Inc.

Contact Name & Telephone #: Jessica Welch 954.985.0460

Email Address: jwelch@shorelinefoundation.com | kguy@shorelinefoundation.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 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

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 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 further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 180 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

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

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 sum represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Spencer's Boat Yard Seawall:

LUMP SUM REMOVAL AND REPLACEMENT OF ENTIRE SEAWALL PER CONSTRUCTION DRAWINGS.

\$ \$2,261,490.00

In Words:

Two Million Two Hundred Sixty-One Thousand
Four Hundred Ninety _____ Dollars & _____ Zero _____ Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

_____	_____
Total scope of work	\$2,261,490.00
_____	_____
_____	_____
_____	_____

Total Lump Sum Bid: \$ \$2,261,490.00

In Words:

Two Million Two Hundred Sixty-One Thousand
Four Hundred Ninety _____ Dollars & _____ Zero _____ Cents

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing SHORELINE FOUNDATION, INC. CITY OF KEY WEST
 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on contracts where variable retainage for line items may apply.

PAYMENT APPLICATION: SOV
 PERIOD THROUGH: TBD
 PROJECT NAME: SPENCER'S BOAT YARD
 SFI Job# TBD

A ITEM NO.	B DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	C SCHEDULED VALUE	Allowance 5%	SCHEDULED VALUE w/ Allowance	D WORK COMPLETED FROM PREVIOUS APPLICATIONS	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
100	GENERAL CONDITIONS - BONDS & INSURANCE	LS	1	0.00	\$ 85,300.00	\$85,300.00	\$4,265.00	\$89,565.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$89,565.00	\$0.00
110	MOBILIZATION	LS	1	0.00	\$ 210,000.00	\$210,000.00	\$10,500.00	\$220,500.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$220,500.00	\$0.00
120	TEST PILES	EA	1	0.00	\$ 50,000.00	\$50,000.00	\$2,500.00	\$52,500.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$52,500.00	\$0.00
130	DEMOLITION	LS	1	0.00	\$ 275,000.00	\$275,000.00	\$13,750.00	\$288,750.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$288,750.00	\$0.00
140	TRULINE BULKHEAD	LF	189	0.00	\$ 2,700.00	\$510,300.00	\$25,515.00	\$535,815.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$535,815.00	\$0.00
150	DEADMAN SYSTEM	LF	150	0.00	\$ 1,250.00	\$187,500.00	\$9,375.00	\$196,875.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$196,875.00	\$0.00
160	CONCRETE CAP	LF	189	0.00	\$ 550.00	\$103,950.00	\$5,197.50	\$109,147.50	-	\$0.00	\$0.00	\$0.00	0.00%	\$109,147.50	\$0.00
170	CONCRETE PLATFORMS - CONCRETE PILES - FURNISH	EA	18	0.00	\$ 2,500.00	\$45,000.00	\$2,250.00	\$47,250.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$47,250.00	\$0.00
180	CONCRETE PLATFORMS - CONCRETE PILES - INSTALL	EA	18	0.00	\$ 4,500.00	\$81,000.00	\$4,050.00	\$85,050.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$85,050.00	\$0.00
190	CONCRETE PLATFORMS	EA	3	0.00	\$ 75,000.00	\$225,000.00	\$11,250.00	\$236,250.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$236,250.00	\$0.00
200	TIMBER DOCK - TIMBER PILES - FURNISH	EA	17	0.00	\$ 750.00	\$12,750.00	\$637.50	\$13,387.50	-	\$0.00	\$0.00	\$0.00	0.00%	\$13,387.50	\$0.00
210	TIMBER DOCK - TIMBER PILES - INSTALL	EA	17	0.00	\$ 1,500.00	\$25,500.00	\$1,275.00	\$26,775.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$26,775.00	\$0.00
220	TIMBER DOCK	SF	500	0.00	\$ 175.00	\$87,500.00	\$4,375.00	\$91,875.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$91,875.00	\$0.00
230	CONCRETE APRON	SF	1000	0.00	\$ 75.00	\$75,000.00	\$3,750.00	\$78,750.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$78,750.00	\$0.00
240	DREDGING	CY	400	0.00	\$ 450.00	\$180,000.00	\$9,000.00	\$189,000.00	-	\$0.00	\$0.00	\$0.00	0.00%	\$189,000.00	\$0.00
ORIGINAL CONTRACT TOTAL											\$0.00	\$0.00	0.00%	\$2,261,490.00	\$0.00
CHANGE ORDERS											\$0.00	\$0.00	0.00%	\$0.00	\$0.00
CHANGE ORDERS TOTAL											\$0.00	\$0.00	0.00%	\$0.00	\$0.00
CONTRACT TOTAL											\$0.00	\$0.00	0.00%	\$2,261,490.00	\$0.00

AIA DOCUMENT G703 * APPLICATION AND CERTIFICATE FOR PAYMENT * MAY 1983 EDITION * AIA 1983
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703-1983

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: CITY OF KEY WEST
TBD
TBD

SPENCER'S BOAT YARD
RFQ #22-006

FROM: SHORELINE FOUNDATION, INC.
2781 SW 56 AVENUE
PEMBROKE PARK, FLORIDA 33023

SFI Job# TBD

CONTRACT FOR: SPENCER'S BOAT YARD - BOAT SLIP AND SEAWALL REPAIRS

APPLICATION NO: SOV

Distribution to:
OWNER

Period to: TBD

Period from: TBD

PROJECT NO: TBD

CONTRACT DATE: TBD

CONTRACTOR

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
	\$0.00	\$0.00
Approved this Month		
Number	Date Approved	
1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
TOTALS		\$0.00
Net change by Change Orders		\$0.00

1. ORIGINAL CONTRACT SUM	\$2,261,490.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE	\$2,261,490.00
4. TOTAL COMPLETED & STORED TO DATE	\$0.00

5. RETAINAGE	
a. 5% of Completed Work	\$0.00
b. 0% of Stored Material	\$0.00
Total Retainage	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$2,261,490.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application of Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SHORELINE FOUNDATION, INC. **PM:** _____ **Date:** _____

State of: Florida **County of:** Broward

Subscribed and sworn to before me this _____ day of _____, 2024

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 * APPLICATION AND CERTIFICATE FOR PAYMENT * MAY 1983 EDITION * AIA 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: _____

By: _____ **Date:** _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

G702-1983

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the Contract:

T.B.D (To be determind)
Name _____
Street _____, City _____, State _____, Zip _____

Name _____
Street _____, City _____, State _____, Zip _____

Name _____
Street _____, City _____, State _____, Zip _____

Name _____
Street _____, City _____, State _____, Zip _____

SURETY

Acrisure whose address is
15050 NW 79th Court, Suite 2000, Miami Lakes, FL, 33016
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Shoreline Foundation, Inc. doing business at

2781 SW 56th Avenue, Pembroke Park, FL, 33023
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:

James Royo, President _____

Barry Reed, Vice President _____

John McGee, Vice President _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2024.

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 August 2024.

(SEAL)

Shoreline Foundation, Inc.

Name of Corporation

By [Signature]

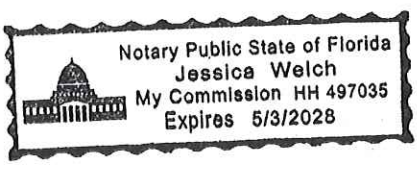
Title President

Attest

Sworn and subscribed before this 27 day of August, 2024

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 05/03/24



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

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

*Please refer to "Exhibit C"

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Broward)

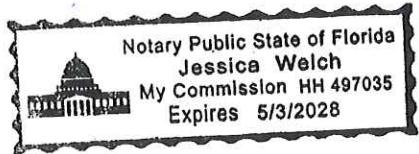
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]

Sworn and subscribed before me this 27 day of August, 2024.

NOTARY PUBLIC, State of Florida at Large

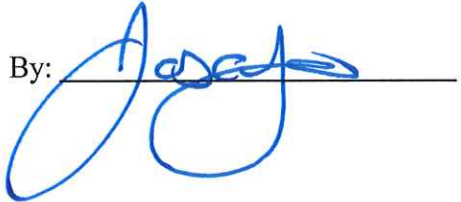
My Commission Expires: 05/03/28
[Signature]




NON-COLLUSION AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Broward)

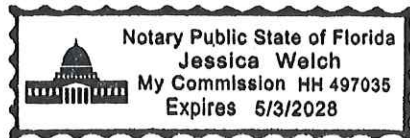
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: 

Sworn and subscribed before me this
27 day of August, 2024.



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 05/03/24

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 Bid for Shoreline Foundation, Inc.

2. This sworn statement is submitted by Shoreline Foundation, Inc.
(Name of entity submitting sworn statement)

whose business address is 2781 SW 56th Avenue, Pembroke Park, FL 33023

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2695595

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

3. My name is James Royo
(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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.)

 X 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.)

*Please see attached "Exhibit D"

(Signature) James Royo

(Date) August 27, 2024

STATE OF Florida

COUNTY OF Broward

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

James Royo 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 August, 2024.

My commission expires: 05/03/24

Jessica Welch
NOTARY PUBLIC



INDEMNIFICATION

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

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

CONTRACTOR: Shoreline Foundation, Inc.

SEAL:



2781 SW 56th Avenue, Pembroke Park, FL 33023
Address


Signature
James Royo
Print Name

President
Title

DATE: 8/27/24

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. Principal 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 principal 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 Bids.
 - 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. ***Not a local vendor**

Business Name Shoreline Foundation, Inc. Phone: 954.985.0460

Current Local Address: 2781 SW 56th Avenue, Pembroke Park, FL Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: N/A

[Signature] Date: 8/27/24
Signature of Authorized Representative

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 2024.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification.
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Broward)

I, the undersigned hereby duly sworn, depose and say that the firm of Shoreline Foundation 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: [Signature]

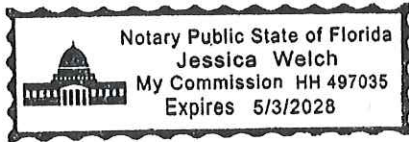
Sworn and subscribed before me this

27 Day of August, 2024.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 05/03/24

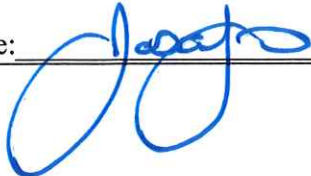


**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: <u>Shoreline Foundation, Inc.</u>	
Vendor FEIN: <u>59-2695595</u>	
Vendor's Authorized Representative Name and Title: <u>James Royo, President</u>	
Address: <u>2781 SW 56th Avenue</u>	
City: <u>Pembroke Park</u>	State: <u>FL</u> Zip: <u>33023</u>
Phone Number: <u>954.985.0460</u>	
Email Address: <u>tony@shorelinefoundation.com</u>	

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: <u>James Royo</u> <u>President</u> <i>PRINT NAME</i> <i>PRINT TITLE</i>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.
Authorized Signature: 

K.g.

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: Shoreline Foundation, Inc.

Vendor FEIN: 59-2695595

Vendor's Authorized Representative: James Royo, President
(Name and Title)

Address: 2781 SW 56th Avenue

City: Pembroke Park State: FL Zip: 33023

Phone Number: 954.985.0460

Email Address: tony@shorelinefoundation.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: James Royo, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: [Signature]
Print Name: James Royo
Title: President

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. | [x] |
| 2. | All blank spaces in Bid filled in, using blue ink. | [x] |
| 3. | Total and unit prices added correctly and attached Schedule of Values | [x] |
| 4. | Addenda acknowledged. | [x] |
| 5. | Subcontractors are named as indicated in the Bid. | [x] |
| 6. | Experience record included. | [x] |
| 7. | Bid signed by authorized officer and notarized. | [x] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [x] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [x] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [x] |
| 11. | BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. | [x] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [x] |

Exhibit “A”

Addendums

K.g.



THE CITY OF KEY WEST

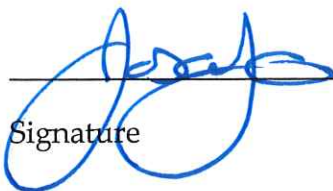
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO.

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 Invitation To Bid (ITB #24-014 Spencer's Boat Yard Seawall) package is hereby amended in accordance with the following items:

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

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



Signature

Shoreline Foundation, Inc.

Name of Business

K.g.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

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 Invitation to Bid (ITB #24-014 Spencer's Boat Yard Seawall) package is hereby amended in accordance with the following items:

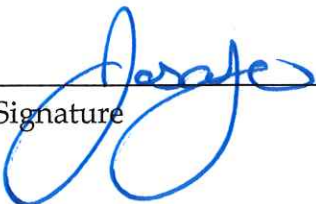
Question 1:

Page 3 of the ITB says there's a part 4 and part 5 of the bid documents containing 33 pages of information. Those pages are not included in the ITB or any other file provided in the solicitation. Will both parts 4 and 5 be issued to bidders?

Response to Question 1:

Part 4- General Requirements & Scope of Work and Part 5- Attachments are not applicable to this bid. General Requirements and Scope of Work and Attachments are included in the construction Documents.

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



Signature

Shoreline Foundation, Inc.

Name of Business

Exhibit “B”

Bid Bond

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 Bid and the Contract Documents, entitled:

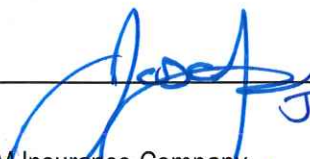
ITB # 24-014 / SPENCER'S BOATYARD SEAWALL


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 five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this 28th day of August, 2024.

PRINCIPAL Shoreline Foundation, Inc.

By  STATE OF Florida)
James Royo, President : SS
NGM Insurance Company)
COUNTY OF Miami-Dade)

SURETY

By Ian Nipper, Attorney-In-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Jarrett Merlucci, Charles D. Nielson, Joseph Nielson, David Hoover, Charles J Nielson, Ian Nipper, Brett Rosenhaus** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

Andrew Rose

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 28th day of August, 2024.

Andrew Rose

Andrew Rose, Vice President

Exhibit “C”

Past Experiences



Project: Mirador Condominium

Location:

1000 West Avenue
Miami Beach, FL 33139

Owners Representative:

Mirador Condo Association
Jessica Coca, Property Manager
1000 West Avenue
Miami Beach, FL 33139
Phone: 305.672.8353
manager@mirador1000.com

Construction Dates:

Start: 07/09/2023
Finish: 01/06/2024

Construction cost:

\$1,424,800.00

Change Orders:

Yes

Project Status:

Completed

SFI Project Manager:

Richard Geraci

SFI Project Superintendent:

Sal Daher



Relevance/Scope of Work:

This newly constructed project involved the demolition of the existing 330-foot concrete cap. Removing the existing cap was particularly challenging because it was situated approximately 15 feet above the adjacent Intracoastal Waterway, and permits required that no demolished materials fall into the waterway. Shoreline meticulously handled the demolition to ensure all debris was kept out of the waterway. Additionally, a wooden staircase leading to the fixed dock had to be detached, set aside, and replaced without any damage. The project included the installation of 330 feet of new steel sheet pile, which was directly purchased by the condo association. Once the steel sheeting was in place, Shoreline's carpenters formed and poured the new 330-foot concrete cap. Upon completion of the concrete cap, a new glass handrail was installed, and riprap was placed along the entire toe of the new seawall.



Project: Flamenco Condominium Seawall

Location:

3701 N. Country Club Drive
Aventura, FL 33180

Owners Representative:

Flamenco Condo Association
Karen Salazar, Property Manager
3701 N. Country Club Drive
Aventura, FL 33180
Phone: 305.931.1225
manager@flamencocondo.com

Construction Dates:

Start: 12/01/2023
Finish: 05/23/2024

Construction cost:

\$ 2,098,000.00

Change Orders:

No

Project Status:

Completed

SFI Project Manager:

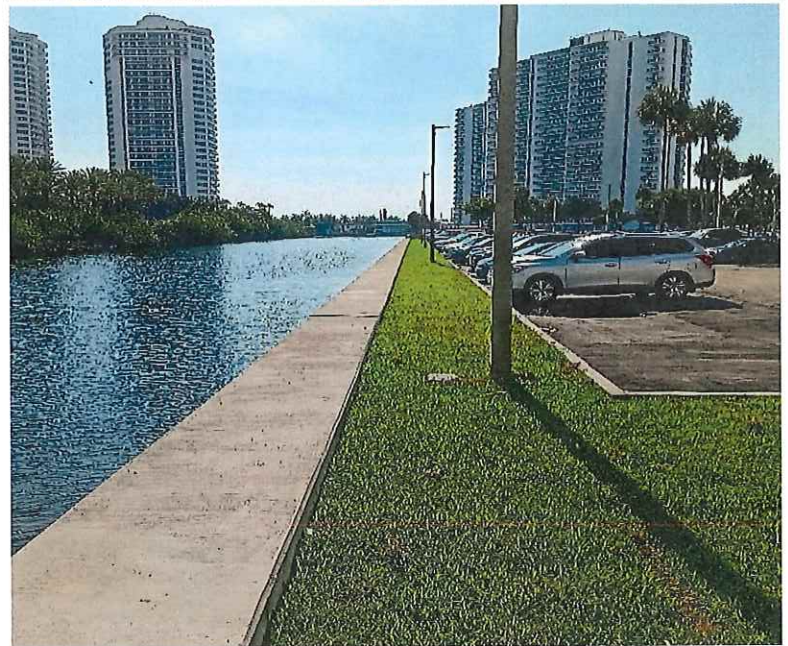
Richard Geraci

SFI Project Superintendent:

Sal Daher

Relevance/Scope of Work:

This newly constructed seawall project features a 550 linear foot steel sheet pile seawall topped with a 3' 8" wide poured-in-place concrete cap. The project also included extending five outfalls through the seawall, each with concrete collars and custom manatee grates. Additionally, a new 550-foot curb was constructed, and part of the parking lot was repaved.





Project: MacArthur Boulevard Improvements

Location:

1585 S.E. MacArthur Blvd.,
Stuart, FL 34996

Owners Representative:

Nicholas Muzia, P.E.
Martin County Public Works Dept.
2401 S.E. Monterey Road
Stuart, FL 34996
Phone: 772.288.5761
Fax: 772.288.5789
nmuzia@martin.fl.us

Construction Dates:

Start: 03/01/2023
Finish: 10/19/2023

Construction cost:

\$ 2,881,859.81

Change Orders:

Yes

Project Status:

Complete

SFI Project Manager:

Charles Diveto

SFI Project Superintendent:

Fred Maxwell



Relevance/Scope of Work:

The project involved installing roughly 1200 linear feet of steel sheet pile seawall along the beach at Bath tub Reef Park. This seawall is anchored with helical anchors and finished with a concrete cap along the beach-front. After completing the seawall construction, efforts were made to restore the beach sand dune.



Project: Fort Desoto Bay Pier Replacement

Location:

3500 Pinellas Bayway South Tierra Verde, FL
33715

Owners Representative:

Angel Lafita
Pinellas County Board of County Commissioners
22211 U.S. Hwy., 19 N. Bldg., #16
Clearwater, FL 33756
Phone: (727) 464.8864
alafita@pinellascounty.org

Construction Dates:

Start: 03/01/2022

Finish: 08/27/2023

Construction cost:

\$ 4,725,770.91

Change Orders:

\$-285,512.60

Project Status:

Complete

SFI Project Manager:

Beth McDonough

SFI Project Superintendent:

Joe Blaisdell/Fred Maxwell



Relevance/Scope of Work:

We've successfully demolished the previous Bay Fishing Pier and Baitshop at Fort Desoto Park and have replaced it with an expansive new pier. This updated pier boasts a covered shade structure, a gangway leading to the ferry launch, mooring pilings, ADA-accessible railing fishing stations, environmentally-friendly turtle-friendly bollard lighting, fish cleaning stations, and quick-connect hose bibs for easy maintenance. In addition, we've reintroduced native grasses and dune plants to restore the dunes to their natural state. To enhance safety and convenience, we've also modernized the electrical controls, incorporating sunset-to-sunrise photocells for the pier's lighting. Furthermore, we've removed and replaced park sidewalks leading to the pier for improved accessibility.

Exhibit “D”

Public Entity Letter



2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

Bid Name: Spencer's Boatyard Seawall

Bid No. 24-014

Re: Public Entity explanation:

Dear City of Key West,

As noted in the bid documents, Shoreline Foundation, Inc. voluntarily took a plea to submitting a false, fictitious, or fraudulent claim, in violation of Title 18, United States Code, Section 287. Just to give you a brief background, this matter relates to the USCG Range Marker Project that SFI "successfully" completed in June of 2015. The issue that arose after the successful completion of the project (see attached Performance Assessment) was that some of the coral relocation and marine survey work was not performed or was not performed in accordance with the project specifications. Although SFI retained and paid for the services of an outside professional bethnic firm to address this specific area of work, unbeknownst to Shoreline, not all of the required work was performed by the subcontractor and as a result a portion of the subcontractor's unperformed work was in fact billed to the USCG. The unperformed subcontractor work was valued at approximately \$30,000.00 which was only 1% of the total contract value of \$2,864,454.00.

Due to the fact that SFI understood that it was ultimately responsible for the actions of its employees, as well as its subcontractors, SFI determined that it was in the Shoreline's best interest to resolve the matter as quickly and amicably as possible. In doing so and as part of the agreement with the Government, the Government went as far as to include the following language in the final documents; *"To the extent that DHS considers debarment or suspension of the defendant for the acts giving rise to this offense, this Office shall recommend that the defendant be neither debarred or suspended"*. In addition, since the date of the resolution of the above mentioned incident with the Government, Shoreline has had reviews with both FDOT and the Florida Department of Management Services and based upon those reviews Shoreline has not been debarred by either agency nor has it been placed on any Convicted Vendor List.

In closing it should also be noted that Shoreline Foundation, Inc. has been in business since 1986 and this is the first and only incident that Shoreline has ever had to respond to. Shoreline has

always been and will continue to be a responsible contractor that provides a cost effective and superior product to its clients.

Thank you for your time and attention to this matter and please feel to contact my office if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "James A. Royo". The signature is stylized with large, sweeping loops and a long horizontal stroke at the end.

James A. Royo
President of Shoreline Foundation, Inc.



ATTORNEYS AT LAW

215 S. Monroe Street | Suite 500
Tallahassee, Florida 32301-1866
P.O. Drawer 190 | Tallahassee, Florida 32302-0190
850.224.1585 | fax 850.222.0398
www.carltonfields.com

Atlanta
Florham Park
Hartford
Los Angeles
Miami
New York
Orlando
Tallahassee
Tampa
Washington, DC
West Palm Beach

March 25, 2010

To Whom It May Concern:

Shoreline Foundation, Incorporated ("SFI") notified the Florida Department of Management Services ("DMS") of its conviction in connection with a contract with a federal government agency. SFI provided DMS with details relating to the conviction, as well as information mitigating against SFI's placement on Florida's convicted vendor list pursuant to Florida Statute 287.133(3)(e)3f. On May 29, 2019, the attorney representing DMS notified me that, based on the information supplied, DMS did not intend to place SFI on the Florida public entity crime list. DMS' convicted vendors list, which is available at the following webpage, provides verification that DMS has not placed SFI on the list.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list

Sincerely,

Martha Harrell Chumbler

Cc: Richard Geraci

Carlton Fields, P.A.

Carlton Fields, P.A. practices law in California through Carlton Fields, LLP.

UNITED STATES DISTRICT COURT

SOUTHERN

District of

FLORIDA

UNITED STATES OF AMERICA
V.

SHORELINE FOUNDATION, INC.

JUDGMENT IN A CRIMINAL CASE
(For Organizational Defendants)

CASE NUMBER: 18-CR-20708-WILLIAMS

DOUGLAS MOLLOY

Defendant Organization's Attorney

THE DEFENDANT ORGANIZATION:

pleaded guilty to count(s) 1 OF THE INFORMATION

pleaded nolo contendere to count(s) _____
which was accepted by the court.

was found guilty on count(s) _____
after a plea of not guilty.

The organizational defendant is adjudicated guilty of these offenses:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18 U.S.C. 287.F	FALSE, FICTITIOUS AND FRAUDULENT CLAIMS.	8/29/2018	1

The defendant organization is sentenced as provided in pages 2 through 5 of this judgment.

The defendant organization has been found not guilty on count(s) _____

Count(s) _____ is are dismissed on the motion of the United States.

It is ordered that the defendant organization must notify the United States attorney for this district within 30 days of any change of name, principal business address, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant organization must notify the court and United States attorney of material changes in economic circumstances.

Defendant Organization's
Federal Employer I.D. No.: 59-2695595

Defendant Organization's Principal Business Address:

2721 SW 56TH AVENUE
PEMBROKE PARK, FLORIDA 33023

1/9/2019
Date of Imposition of Judgment


Signature of Judge

KATHLEEN M. WILLIAMS DISTRICT JUDGE
Name of Judge Title of Judge

2/13/19
Date

Defendant Organization's Mailing Address:

JOHN MCGEE, VICE PRESIDENT
2781 SW 56TH AVENUE
PEMBROKE PARK, FLORIDA 33023

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.
CASE NUMBER: 18-CR-20708-WILLIAMS

PROBATION

The defendant organization is hereby sentenced to probation for a term of :
5 YEARS

The defendant organization shall not commit another federal, state or local crime.

If this judgment imposes a fine or a restitution obligation, it is a condition of probation that the defendant organization pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant organization must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page (if indicated below).

STANDARD CONDITIONS OF SUPERVISION

- 1) within thirty days from the date of this judgment, the defendant organization shall designate an official of the organization to act as the organizations's representative and to be the primary contact with the probation officer;
- 2) the defendant organization shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 3) the defendant organization shall notify the probation officer ten days prior to any change in principal business or mailing address;
- 4) the defendant organization shall permit a probation officer to visit the organization at any of its operating business sites;
- 5) the defendant organization shall notify the probation officer within seventy-two hours of any criminal prosecution, major civil litigation, or administrative proceeding against the organization;
- 6) the defendant organization shall not dissolve, change its name, or change the name under which it does business unless this judgment and all criminal monetary penalties imposed by this court are either fully satisfied or are equally enforceable against the defendant's successors or assignees; and
- 7) the defendant organization shall not waste, nor without permission of the probation officer, sell, assign, or transfer its assets.

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.
CASE NUMBER: 18-CR-20708-WILLIAMS

Judgment—Page 3 of 5

SPECIAL CONDITIONS OF SUPERVISION

1. Disclosure of Business/Financial Records: The defendant corporation shall make full and complete disclosure of its business finances/financial records to the U.S. Probation Officer. The defendant corporation shall submit to an audit of its business financial records as requested by the U.S. Probation Officer.
2. Permissible Search: The defendant corporation shall submit to a search and/or inspection of any of its properties and places of business conducted at a reasonable time and in a reasonable manner by the U.S. Probation Officer and shall permit the U.S. Probation Officer to accompany any law enforcement or regulatory official during any enforcement or inspection of the defendant's properties or places of business.
3. Required Notification - Financial: The defendant corporation shall be required to notify the U.S. Probation Officer immediately upon learning of any material adverse change in its business or financial condition or prospects, the commencement of any bankruptcy proceeding or any major civil litigation in excess of \$25,000.
4. Required Notification - Breach of Compliance: The defendant corporation is to inform the U.S. Probation Officer of any breach of compliance involving the defendant company. A description of the nature, date and time of the breach of compliance shall be provided to the U.S. Probation Officer within three days of the breach.
5. Corporate Compliance: The defendant corporation shall not, through a business transaction of any type, including but not limited to, a change of name, business reorganization, sale or purchase of assets, divestiture of assets, or any similar action, seek to avoid the obligations and conditions set forth in the plea agreement. The plea agreement, together with all of the obligations and terms thereof, shall inure to the benefit of and bind assignees, successors-in-interest, or transferees of the defendant.
6. Required Compliance Program: The defendant corporation shall establish and maintain an effective compliance program which shall comply with all federal rules and regulations pertaining to false, fictitious and fraudulent claims to an agency of the United States, in violation of 18 U.S.C. § 287, and shall employ an appropriately qualified Compliance Officer, subject to the approval of the Court. This Compliance Officer shall have the responsibility for implementing the compliance program and overseeing the compliance program. The Compliance Officer shall be a senior level management or supervisory level officer. The entire compliance program shall remain under the supervision of the Court for the duration of the term of probation.

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.
CASE NUMBER: 18-CR-20708-WILLIAMS

SCHEDULE OF PAYMENTS

Having assessed the organization's ability to pay, payment of the total criminal monetary penalties are due as follows:

- A Lump sum payment of \$ 400.00 due immediately, balance due
- not later than _____, or
- in accordance with C or D below; or
- B Payment to begin immediately (may be combined with C or D below); or
- C Payment in _____ (e.g., equal, weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D Special instructions regarding the payment of criminal monetary penalties:

All criminal monetary penalties are made to the clerk of the court.

The defendant organization shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

- The defendant organization shall pay the cost of prosecution.
- The defendant organization shall pay the following court cost(s):
- The defendant organization shall forfeit the defendant organization's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 18-CR-20708-CR-WILLIAMS

UNITED STATES OF AMERICA


v.

SHORELINE FOUNDATION, INC.,
_____ /

ORDER

THIS MATTER is before the Court upon Defendant's Motion for Early Termination of Probation. (DE 20). Upon review and consideration of the motion, the Government's response (DE 22), and the record, it is ORDERED and ADJUDGED that the aforementioned motion is **GRANTED**.

DONE AND ORDERED in Miami, Florida this 10th day of August 2020.



KATHLEEN M. WILLIAMS
UNITED STATES DISTRICT JUDGE

Copy:
Counsel of Record
USPO

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Construction

Name/Address of Contractor:

Company Name: SHORELINE FOUNDATION, INC.

Division Name:

Street Address: 2781 SW 56TH AVE

City: HOLLYWOOD

State/Province: FL Zip Code: 330234166

Country: USA

CAGE Code:

DUNS Number: 154650147

PSC: Z2PZ NAICS Code: 237990

Evaluation Type: Interim

Contract Percent Complete: 100

Period of Performance Being Assessed: 07/24/2013 - 08/25/2015

Contract Number: HSCG8213CPACP03 **Business Sector & Sub-Sector:** Construction

Contracting Office: 00082 **Contracting Officer:** ODALYS MCGEE **Phone Number:** 305-278-6727

Location of Work:

Miami, FL (Offshore Aid to Navigation structures, 2 pair)

Award Date: 07/24/2013 **Effective Date:**

Completion Date: 02/21/2015 **Estimated/Actual Completion Date:** 08/25/2015

Total Dollar Value: \$2,930,700 **Current Contract Dollar Value:** \$2,930,700

Complexity: Medium **Termination Type:** None

Competition Type: Full and Open Competition after Exclusion of Sources **Contract Type:** Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number:

Project Title:

Aid to Navigation Unit Ft. Lauderdale
REPLACEMENT OF THE MIAMI MAIN CHANNEL ENTRANCES RANGES

Contract Effort Description:

The work includes the construction of two (02) replacement range towers for navigation of the Government Cut Channel. Work shall include the complete construction and installation of the new Government Cut Front and Government Cut Rear range structures including all appurtenances as shown on the contract drawings.

The demolition of two (02) existing range towers referred to as the Existing Government Cut Front Range and Existing Government Cut Rear Range.

The work includes the construction of two (02) replacement range towers for navigation of the Miami Main Channel. Work shall include the

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complete construction and installation of the Miami Main Front and Miami Main Rear range structures including all appurtenances as shown on the contract drawings.

The work includes the demolition of four (04) existing range towers referred to as the Existing Miami Main Front Range, Existing Miami Main Rear Range, Existing Miami Main Temporary Front Range and Existing Miami Main Temporary Rear Range.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Very Good
Schedule:	N/A	Very Good
Cost Control:	N/A	Exceptional
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: The quality of the offshore construction was high. The independent A/E firm that designed and inspected the project was impressed with the work. Only a small punchlist of items remaining once the contractor approached 100% complete.

SCHEDULE: The contractor kept on schedule and worked continuously as much as the weather would allow. Weather (sea state) was the major factor in the contractor not wanting to/not able to complete the work on-site safely. When good weather existed, the contractor was on-site completing as much work as possible.

COST CONTROL: The contractor worked side by side with the government to keep the change orders to a minimum and only for actual needs.

MANAGEMENT: Contactor communicated very well with the government. Conference calls generally resolved any issues that came up. The contractor kept submittals and other documents in-line.

ADDITIONAL/OTHER: n/a

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: ADA HOGGARD

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Title: Contract Specialist

Organization: DHS CEU Miami

Phone Number: 3052786724 Email Address: ada.m.hoggard@uscg.mil

Date: 09/29/2015

Contractor Comments:

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: TOM PEARSE

Title: Chief Estimator

Phone Number: 9549850460 Email Address: tpearse@shorelinefoundation.com

Date: 09/30/2015

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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Exhibit “E”

Licensing | COI



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROYO, JAMES ANTHONY

SHORELINE FOUNDATION INC
2781 SW 56 AVENUE
PEMBROKE PARK FL 33023

LICENSE NUMBER: CGC1517337

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida

Department of State

I certify from the records of this office that SHORELINE FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 2, 1986.

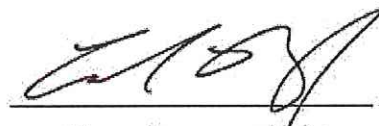
The document number of this corporation is J17125.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 3, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2024*




Secretary of State

Tracking Number: 7093503143CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name SHORELINE FOUNDATION INC
Location Addr 2781 SW 56TH AVE
Lic NBR/Class 4139 STATE LICENSED PROFESSIONAL
Issued Date 7/27/2023 Expiration Date: September 30, 2024

ATTORNEY, PHYSICIAN OR OTHER STATE LICENSED
PROFESSIONAL

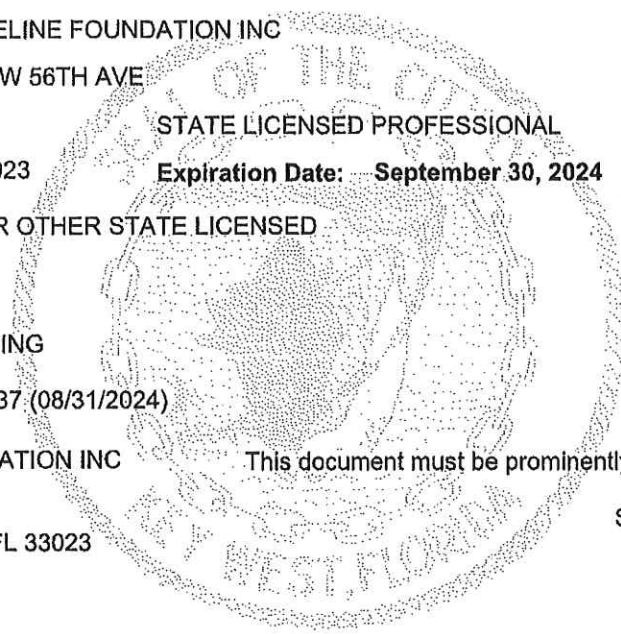
Comments: ENGINEERING

Restrictions: CGC1517337 (08/31/2024)

SHORELINE FOUNDATION INC
2781 SW 56TH AVE
PEMBROKE PARK, FL 33023

This document must be prominently displayed.

SHORELINE FOUNDATION



CITY OF KEY WEST, FLORIDA

Competency Card

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 ROYO, JAMES (CC)
Location Addr 2781 SW 56TH AVE
Lic NBR/Class 30164 REGULATORY LICENSES AND PERMITS
Issued Date 7/30/2024 Expiration Date: July 01, 2026

COMPETENCY CARD

Comments: ENGINEERING I

Restrictions:

ROYO, JAMES (CC)
2781 SW 56TH AVE

PEMBROKE PARK, FL 33023

This document must be prominently displayed.

ROYO, JAMES

Client#: 25889

SHOREFOU

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2024

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

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

PRODUCER USI Insurance Services LLC /CL 5100 Poplar Avenue, #1200 Memphis, TN 38137 901 766-5990	CONTACT NAME: Bethany Linton
	PHONE (A/C, No, Ext): - FAX (A/C, No):
	E-MAIL ADDRESS: Bethany.Linton@usi.com
INSURED Shoreline Foundation Inc 2781 SW 56th Ave West Park, FL 33023-4166 CGC#1517337	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Samsung Fire & Marine Ins Co Ltd (US) 38300
	INSURER B : Ascot Insurance Company 23752
	INSURER C : Starr Indemnity and Liability Company 38318
	INSURER D : Water Quality Insurance Syndicate NONAIC
	INSURER E : Ironshore Specialty Insurance Co 25445
	INSURER F : Homeland Insurance Company of New York 34452

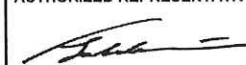
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Marine GL <input checked="" type="checkbox"/> P&I/Hull GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	SMCZ17052AAA	12/22/2023	12/22/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	1000673024231	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000	X	X	MAXS231000379501 MAXS231000379601	12/22/2023 12/22/2023	12/22/2024 12/22/2024	EACH OCCURRENCE \$See Descript. AGGREGATE \$of Operations TOTAL \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	1000005531	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Vessel Pollution			5727101	08/10/2023	08/10/2024	See Description of Operations for Add'l Coverages/Limits
E	Professional			DCP7NACFWHZ003	02/11/2024	01/11/2025	
F	Pollution Liab			7930126090000	06/11/2023	06/11/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is included as Additional Insured and Loss Payee as their interest may appear and as outlined below when required by a written contract executed prior to loss.
 Additional Insured status is not applicable to Workers' Compensation.

(See Attached Descriptions)

CERTIFICATE HOLDER Shoreline Foundation, Inc 2781 SW 56th Avenue Pembroke Pines, FL 33023	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

MARINE GENERAL LIABILITY:

- Participating Carriers: Canopus Ins Services 50%, Ascot Ins Co - 25%, Mitsui - 25%
- Effective: 12/22/23-24, Policy #: SMCZ17052AAA
- Additional Assured/Loss Payee/Waiver of Subrogation (BLANKET)
- Primary and Non Contributory Endorsement
- Additional Insured State or Governmental Agency Endorsement
- Notice of Cancellation
- Wharfingers Legal Liability
- Cross Liability Included
- No XCU Exclusion

HULL / PROTECTION & INDEMNITY / CREW:

- Participating Carriers: Canopus Ins Services 50%, Ascot Ins Co - 25%, Mitsui - 25%
- Effective: 12/22/23-24, Policy #: SMCZ17052AAA
- Protection & Indemnity Limits: \$1,000,000, PD Deductible: \$10,000, BI Deductible \$10,000
- Additional Assured/Loss Payee/Waiver of Subrogation (BLANKET)
- American Institute Hull Clauses 7 1977
- S.R. & C. C. Endorsement
- Crew Warranty: 5

AUTOMOBILE LIABILITY:

- Blanket Additional Insured - SICA 1024 06 20
- Blanket Waiver of Subrogation - SICA 1020 09 19
- Blanket Primary Non Contributory - CA 04 49 11 16
- Notice of Cancellation - SICA 1028 09 19
- Hired Autos Physical Damage Deductibles - \$2,000 Comprehensive / \$2,000 Collision
- PIP \$10,000

WORKERS' COMPENSATION:

- Blanket Waiver of Subrogation - WC000313 (4/84)
- USL&H Workers Compensation Act Coverage Endorsement - WC000106A
- Florida Maritime Coverage Endorsement - WC090201 (1/15)
- Maritime Coverage Endorsement - WC000201B (1/15)
- Notice of Cancellation Included - WC990626 (9/17)

UMBRELLA/BUMBERSHOOT (\$5m x \$1m)

- Policy # MAXS231000379501:
- Participating Carriers: Ascot Ins Co - 50%, Canopus Ins Services 25%, Mitsui - 25%
- \$5,000,000 Aggregate / Per Occurrence, \$25,000 SIR
- Underlying policies: Auto, Employers' Liability, Marine GL, Hull/Protection & Indemnity (Crew)

MARINE EXCESS (\$5m x \$6m)

- Policy # MAXS231000379601:
- Participating Carriers: Ascot Ins Co - 37.5%, Canopus Ins Services 25%, Mitsui - 37.5%
- \$5,000,000 Aggregate / Per Occurrence, \$25,000 SIR
- Underlying policies: Bumbershoot, Auto, Employers' Liability, Marine GL, Hull/Protection & Indemnity (Crew)

(TOTAL EXCESS LIMIT \$10,000,000)

PROFESSIONAL LIABILITY:

DESCRIPTIONS (Continued from Page 1)

- Effective: 02/11/2024 - 01/11/2025, Policy#DCP7NACFWHZ003
- Occurrence Limit: \$1,000,000
- Aggregate Limit: \$1,000,000
- Retention Each Claim: \$100,000

POLLUTION LIABILITY

- Policy # 793-01-26-09-0000, Effective: 7/11/23-24
- Carrier: Homeland Insurance Company of New York, A+ XV,
- Policy Aggregate: \$5,000,000
- Contractors Pollution Liability: \$5,000,000, \$10,000 Deductible
- Transportation Pollution Liability: \$5,000,000, \$10,000 Deductible
- Non-Owned Disposal Site: \$5,000,000, \$10,000 Deductible
- Blanket Waiver of Subrogation - OBENV GE 320 (11 20)

INLAND MARINE:

- Effective: 12/22/23-24, Carrier: Canopus Ins Services, Policy#: SMCZ17052AAB
- Leased and Rented Equipment Limit: \$1,000,000
- No boom/jib exclusions
- Blanket Additional Insured / Loss Payee

"BLANKET" BUILDERS RISK / INSTALLATION FLOATER:

- Policy #: CIM41112884, Effective: 7/13/23-24
- Carrier: Mitsui Sumitomo Insurance Co of America, NAIC #20362
- Course of Construction Limit: \$300,000
- Separate Catastrophe Limit: \$300,000
- Earthquake Limit: \$300,000
- Flood Limit: \$300,000
- Deductible: \$10,000
- Valuation: Replacement Cost
- Coverage for building materials onsite and in transit included.
- Policy written on "All Risk" basis subject to policy terms, conditions, and exclusions

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

RE: 21' 2" Aluminum Scully Pushboat J10148 & Two Yamaha 150 Motors W/ Magic Tilt Trailer - Boat# FI5670rf;
2011 Carolina Skiff 21ft W/ Suzuki 115 Hp Motor - Boat# FI7444rh; 1997 Clydesdale Push Boat "Timothy Allen" -
Boat#fl3623kk; 2003 Small Tug Boat "Little Sfi" (lbwoo) Model# 208 - Boat#fl6524mm; Finli Ryanne -
Boat#fl4552rw