

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

BID FORM

To: The City of Key West

Address: 3140 Flagler Avenue, Key West, Florida 33040

Project Title: Repairs and Improvements at Zero Duval and Mallory Square

CH2M HILL Project No.: 439197

City of Key West Project No.: EN-1002

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

Company: Shoreline Foundation, Inc.

Name: James A. Royo

Telephone: (954) 985-0460

Email: tony@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.

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed (April 15, 2016) when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions. Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions on or before November 30, 2016.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for final completion.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda 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. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for lump sum work 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.

UNFORESEEN CONDITION ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Allowance will be spent prior to performing the work.

CONCRETE AND UTILITY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for concrete and utility coordination. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work.

PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Permit required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

Breakdown of the lump sum bid as provided below is in accordance with the following schedule:

LUMP SUM BID SCHEDULE		
Item No.	Description	Lump Sum Item Price
A.	Zero Duval	
1.	Mobilization	\$ 59,326.00
2.	Demolition	\$ 33,922.00
3.	Wooden Deck Demolition/ Reconstruction	\$ 59,314.00
4.	Sheet Piles	\$ 115,382.00
5.	Tie Backs and Walers	\$ 168,612.00
6.	Concrete Cap	\$ 93,503.00
7.	Backfill/Flowable Fill	\$ 56,803.00
8.	Drainage Pipe Extension and Repair	\$ 204,362.00
9.	Misc. General	\$ 13,421.00
10.	Project Close Out / Demobilization	\$ 11,049.00

LUMP SUM BID SCHEDULE		
Item No.	Description	Lump Sum Item Price
	SUBTOTAL 'A'	\$ 815,694.00
B.	Mallory	
1.	Mobilization	\$ 48,526.00
2.	Demolition	\$ 37,286.00
3.	Piling	\$ 208,306.00
4.	Concrete	\$ 227,701.00
5.	Fenders	\$ 16,859.00
6.	Misc. General	\$ 13,048.00
7.	Project Close Out / Demobilization	\$ 11,049.00
	SUBTOTAL 'B'	\$ 562,775.00

C.	Unforeseen Condition Allowance	\$ <u>125,000</u>
D.	Permit Allowance	\$ <u>40,000</u>
E.	Concrete and Utility Allowance	\$ <u>75,000</u>
	Total Lump Sum Bid (A.-E.)	\$ <u>1,618,469.00</u>

The Bidder agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount:

One Million, Six Hundred Eighteen Thousand,
Four Hundred and Sixty-Nine Dollars and Zero cents.
 (Amount written in words has precedence)

Basis of Award is Total Lump Sum Bid Amount.

ALTERNATE BIDS – LUMP SUM

Provide Work of Alternate Items as specified in Section 01 29 00 for the following amounts:

Alternate No. 1: New Timber Piles (Each Pile) \$3,971.00

SUBCONTRACTORS

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

Nearshore Electric Inc.
 Name

5680 1st Avenue, #5 Key West FL 33040
 Street City State Zip

*Pavers - TBD
 Name

 Street City State Zip

*Plumbing - TBD
 Name

Street City State Zip

Name

Street City State Zip

Surety

Matson-Charlton Surety Group whose address is

700 South Dixie Highway, Suite 100 Coral Gables FL 33146
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 Florida 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 A. Royo, President

Barry S. Reed, Vice President-Secretary

John R. McGee, Vice President-Treasurer

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 1st day of March 2016.

(SEAL)

Shoreline Foundation, Inc.
Name of Corporation

By: _____

Title: President

Attest: _____

Secretary Barry S. Reed

END OF SECTION

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

Signed and sealed this 24TH day of FEBRUARY, 20 16.

SHORELINE FOUNDATION, INC.

Principal

By: 

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By: 

Attorney-In-Fact D. W. MATSON III

END OF SECTION



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 216588

Certificate No. 005991874

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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of July, 2014.

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 21st day of July, 2014, 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, 2016.




 Marie C. Tetreault, Notary Public

ANTI-KICKBACK AFFIDAVIT

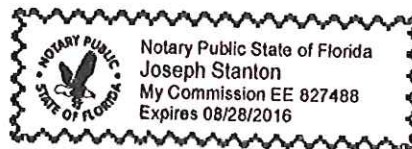
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid (Repairs and Improvements at Zero Duval and Mallory Square) 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: _____


James A. Royo - President

Sworn and subscribed before me this
1st day of March, 2016


NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: _____

8/28/16

END OF SECTION

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid or Proposal for Repairs and Improvements at Zero Duval and Mallory Square, City of Key West, Florida.
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 A. 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 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).

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

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

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

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

(signature)

3/1/16

(date)

STATE OF Florida

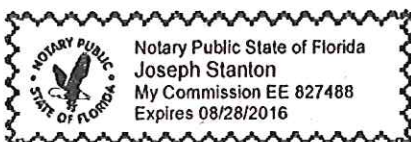
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JAMES A ROYO who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 1st of MARCH, 2016.

My commission expires: 8/28/16



NOTARY PUBLIC

PUBLIC ENTITY CRIMES

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439197/WPB

JANUARY 2016

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CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Shoreline Foundation, Inc.

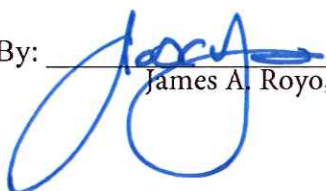
SEAL:

2781 SW 56th Avenue
Address
SignatureJames A. Royo
Print NamePresident
TitleDATE: 3/1/16

SECTION 00 43 19
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

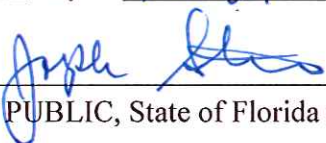
STATE OF FLORIDA)
 : SS
COUNTY OF Broward)

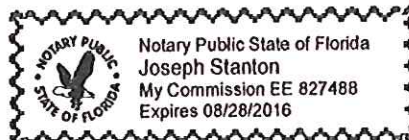
I, the undersigned hereby duly sworn, depose and say that the firm of Shoreline Foundation, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
James A. Royo, President

Sworn and subscribed before me this

15th day of MARCH, 2016.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 8/28/16

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained

by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
 - (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
 - (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured

pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

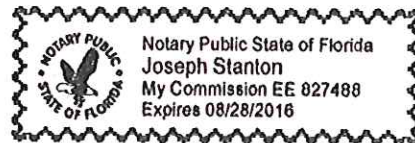
**SECTION 00 43 21
CONE OF SILENCE AFFIDAVIT**

STATE OF Florida)
: SS
COUNTY OF Broward)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Shoreline Foundation, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

1st day of MARCH, 2016.



Joseph Stanton
NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 8/28/16

Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive

Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

END OF SECTION

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 Proposal filled in, using black ink. [X]
3. Total and unit prices added correctly. [X]
4. Addenda acknowledged. [X]
5. Subcontractors are named as indicated in the Proposal. [X]
6. Experience record included. [X]
7. Bid signed by authorized officer. [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 shall contain Bid Form, Bid Security, Experience Record, Anti-Kickback Affidavit, Public Entity Crimes, Key West Indemnification Form, Disclosure of Lobbying Activities, Non-Collusion Declaration and Compliance, Florida Trench Safety Act Compliance, and Suspension and Debarment Certificate, Equal Benefits for Domestic Partner Affidavit, Cone of Silence Affidavit, and Local Vendor Certification. [X]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [X]
13. Bidder must provide satisfactory documentation of State Licenses. [X]

DISCLOSURE OF LOBBYING ACTIVITIES

N/A

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	

10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s))</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <i>SF-LLLA, if necessary)</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <hr/> Print Name: <hr/> Title: <hr/> Telephone No.: _____ Date: _____ <hr/>
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

FORM DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

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

ITEM/SEGMENT NO.: _____
 F.A.P. NO.: _____
 PARCEL NO.: _____
 COUNTY OF: _____
 BID LETTING OF: _____, _____

I, James A. Royo, hereby
(NAME)
 declare that I am President of Shoreline Foundation, Inc.
(TITLE) (FIRM)
 Of Pembroke Park, FL
(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(l)(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:

(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: James A. Royo - President
NAME AND TITLE PRINTED

WITNESS: 

BY: 
SIGNATURE

WITNESS: 

Executed on this 15 day of March, 2016

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

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project (Seawall Repairs at Zero Duval) shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Barricades</u>	<u>LS</u>	<u>LS</u>	<u>\$1,500</u>	<u>\$1,500</u>
B. _____	_____	_____	_____	_____

Signature _____

Date _____

3/1/16

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

James A Royle, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 1st day of MARCH, 2016.

Notary Public

MY COMMISSION EXPIRES: 8/28/16



SUSPENSION AND DEBARMENT CERTIFICATION

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

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, March 1, 2016

By 

Authorized Signature/Contractor

James A. Royo - President

Typed Name/Title

Shoreline Foundation, Inc.

Contractor's Firm Name

2781 SW 56th Avenue

Street Address

Building, Suite Number

Pembroke Park, FL 33023

City/State/Zip Code

(954) 985-0460

Area Code / Telephone Number

439197/WPB

04 44 04

Exhibit “A”

Addendums



THE CITY OF KEY WEST

ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS Project No.: 439197
for the construction of the

Date: February 18, 2016

ITB#: 016-002, EN-1002

REPAIRS AND IMPROVEMENTS AT ZERO DUVAL AND MALLORY SQUARE CITY OF KEY WEST KEY WEST, FLORIDA

To All Plan holders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the REPAIRS AND IMPROVEMENTS AT ZERO DUVAL AND MALLORY SQUARE dated January 2016 as fully and completely as if the same were fully set forth therein:

PRE-BID MEETING

1. Attached is the meeting minutes from the pre-bid meeting held on February 4, 2016.
2. Attached is a copy of the sign-in sheet from the pre-bid meeting.

SPECIFICATIONS

PART 1—PROCUREMENT REQUIREMENTS

SECTION 00 41 13 – BID FORM

REPLACE the existing Section 00 41 13 BID FORM dated January 2016 in its entirety with the attached dated February 18, 2016.

PART 3 —SPECIFICATIONS

SECTION 01 29 00 – PAYMENT PROCEDURES

ADD the following Article 1.09 Alternates to existing Specification Section 01 29 00 PAYMENT PROCEUDRES dated January 2016.

1.09 ALTERNATES

- A. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the Project.
- B. Immediately following the Award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate.

PW/TBG/439197
00 01 00-2

FEBRUARY 18, 2016
ADDENDUM NO. 1

A handwritten signature in blue ink, appearing to be "JP", is located in the bottom right corner of the page.

C. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

D. Schedule of Alternates:

1. Alternate No. 1 – New Timber Piles (Each): This Alternate is an additive Alternate which will be added to the Base Bid (if selected). The intent of this Alternate is to allow the City to have new piles reconstructed for the Fury Dock to replace the existing deteriorating or fractured piles. As part of this Alternate, the price will be the represented change in price to:
 - a. Remove old pile from location identified and legally dispose of offsite.
 - b. Provide new 16 inch diameter marine grade pressure treated pile.
 - c. Install vertical and true to a tip elevation of 15 feet minimum into limerock or -35 feet below water surface whichever is deeper.
 - d. Top of pile shall be at elevation necessary to serve as columns and roof framing supports for the dock roof decking (match existing).

QUESTIONS AND ANSWERS

1. Mallory: Are construction joints allowed on Dolphin structure (i.e. for pre-casting purposes of a portion of the dolphin followed by a final cast-in-place pour, provided proper methodology of construction is provided and approved).

RESPONSE: This proposal is acceptable and will be considered subject to an acceptable plan presented by Contractor.

2. Mallory: What are the construction limits on the water side in front of the Mallory Square Pier (i.e. how big of an area can be occupied by floating equipment).

RESPONSE: Construction limits on the waterside will be limited to the width of the barge along the length of the T-pier. Equipment shall be tied properly, moored and lit according to Coast Guard Standards while berthed along the pier. During construction and while workers are present, barge may be offset off the face of pier and spudded down as necessary to allow construction. Upon completion of work for the day, barge shall be placed adjacent to the pier again and tied as a typical floating vessel. Subject to Navy approval, the Contractor will relocate the barge on weekends to the East Quay pier at the Truman Waterfront.

3. Mallory: can floating equipment stay overnight in front of the Mallory Square Pier (given proper Nav. Lights are provided per USCG requirements).

RESPONSE: Yes, the T-pier can be used for mooring of floating equipment at night providing U.S. Coast Guard lighting is provided and adequate tie-down provisions are made.

4. Mallory: will the entire Pier area be made available to the contractor, including access from the land side? If so, can the pier be use for temporary storage purposes during construction?

RESPONSE: The length of the north-south run of the T-pier will be made available for storage of contractor's materials and equipment provided that it does not exceed 5-feet in height stacked. Weight of materials on the pier shall not exceed a uniform load of 200 PSF. Contractor shall keep loads below this value and shall protect the piers, pavers, and finish from damage by construction use. All other equipment and materials shall be stored on the Contractor's barge and may not be stored upland or in the general area of Mallory Square. Should Contractor require additional space beyond the barge and pier, upland land may be available by the City for a leased rate upon coordination with the City.

5. Zero Duval: What are the construction limits on the water side in front of the Zero Duval bulkhead? Sheet DS-100 seems to be showing the limit to be around 48-50' wide, but how far offshore away from the bulkhead can be occupied by floating equipment. Are we also limited to that 48'-50' width along the bulkhead line?

RESPONSE: The waterside Construction limits for Zero Duval portion of the project shall be limited to the area identified on Sheet G-003 as Submerged Lease Area. This is the dashed lines in the water approximately 50 feet wide by 90 feet long. All facilities adjacent to and surrounding the construction work shall remain open and actively operational during construction including the Jet Ski and boat rental area.

6. Zero Duval: There is a sports-landing (i.e. JetSki's landing) on the left/west side of the bulkhead; will it remain operational or will it also be closed during construction? If it is to remain open, what are the limits/clearance that needs to be maintain in front of the landing (water side) with floating equipment?

RESPONSE: All construction work and equipment shall be kept within the limits of construction waterside as identified in Question No. 5.

7. Zero Duval: Existing Dock on the right/East side of the Zero Duval bulkhead; will it remain operational or will it also be closed during construction? If it is to remain open, what are the limits/clearance that needs to be maintain in front of the docks along the East side of the marina?

RESPONSE: See response to No. 6.

8. Zero Duval: The Timber pile dolphin seems to be almost dead center in front of the Duval bulkhead and may interfere with floating equipment's (i.e. crane barge). Is that timber dolphin to remain? If so, can contractor temporarily remove the dolphin and replace it at the end?

RESPONSE: Timber Dolphins shall remain in place throughout construction and may not be removed and reinstalled. Contractor shall work within the limits provided in Question 5 and shall not interfere with any existing structures other than those required under the Contract to be removed and replaced. Contractor may move their barge to either side of the existing dolphins, as required during construction, so long as they do not block access to the surrounding areas that will remain open and operational during construction. See response to Question No. 6.

9. Zero Duval: will contractors be allowed to temporarily block the entrance access to the Marina area (i.e. in order to temporarily remove the timber pile and re-install it). If not, what would be the minimum area that needs to be left open for smaller vessels traffic?

RESPONSE: Blockages and impairment to adjacent property owners and businesses shall be coordinated in detail with the City well in advance of the blockage. Contractor will be limited to the area identified in Question 5 unless mutually agreed upon during construction without impeding operations and business activities of adjacent facilities.

10. Zero Duval: Can the perimeter fence (jersey barrier/fence) be extended another 14' back (i.e. up to the first light pole that will be directly in front of the "Ticket Building" once temporarily relocated), making the Jersey barrier go not only along the back of the ticket building but also around the left side (still keeping the ticket building outside the construction area). Current space does not appear to be enough area in order to properly and safely perform the necessary works.

RESPONSE: Temporary Jersey barrier and fence on the south side of the laydown area may be moved to align with the south face of the relocated ticket shack. Area may not be made larger than this. This puts the temporary fence along the back of the ticket building but also around the left side and parallel with the south face of the relocated booth (still keeping the ticket building outside the construction area).

11. Will the city also be providing their own vibration monitoring during driving operations? Has the City perform a condition survey of the nearby areas/structures?

RESPONSE: No, City will not be providing independent monitoring. Contractor is required to provide monitoring per 31 41 17 - 3.01 B. Contractor shall make these records and recordings available to the City. In addition to the Vibration Monitoring, Contractor and City will conduct an initial inspection prior to construction of surrounding areas and document information as mutually agreed upon for this exercise per 02 41 00 - 1.03 D.

12. Please confirm that notwithstanding Page 10 of 340 A. City of Key West Tax License, Page 131 of 340 5.04A and 5.04B J.1, the signor of bonds, insurance contracts, and certificates of insurance, does not have to keep an office in Florida, provided that the insurer or surety complies with all requirements to do business in Florida.

RESPONSE: Based on discussion with the City Legal Department, the signor of bonds, insurance contracts, and certificates of insurance, does not have to keep an office in Florida, provided that the insurer or surety complies with all requirements to do business in Florida.

13. Reference Instructions to Bidders, section 00 21 13, page 4: "Contractor is required to have a Certified or registered Electrical Contractors City of Key West license and a Certified or Registered General Contractors City of Key West Business Tax Receipt", considering the scope of the project, is the Electrical Contractors City of Key West license required?

RESPONSE: Licensing is required as stipulated. There will be electrical work at the Zero Duval location that requires permitting and is to be performed by a Florida licensed electrician registered with the City of Key West.

14. Reference Bid Form, Start of Construction and Contract Completion Times: Please detail start date and duration of time when dock at Duval will be free of boat traffic.

RESPONSE: No boats, ferries, glass bottom tour vessels will be present or utilizing the Zero Duval dock for the duration of construction. The City has negotiated a new location for the vessel away from the construction area. However, ticketing and tour purchases will still be conducted at the relocated ticket booth.

15. Reference sheet DS-100, key note 8: Leader arrow indicates water line on outside face of dock. For proper pricing please indicate size and location of water line.

RESPONSE: As-built information of the existing water main and water system is not available. Pipe is observable upon site walk-through. For the purposes of bidding, the Contractor shall assume all piping for the water system on the dock shall be 1 – 1-1/2 inch piping. Connection to the closest adjacent main will be required. Final construction of this water system shall be in accordance with the received Building Permit that is the responsibility of the Contractor to obtain as part of the dock replacement portion of this work.

16. Reference sheet DS-100, key note 11: Note calls for excavation and inspection of pipe. There are no details of the condition of pipe or extent of repairs. What is the basis for pricing of pipe repair?

RESPONSE: The clouded area on Sheets DS-100 that is marked with Key Note No. 11 is the limits of the pipe repair portion of this work. Contractor shall assume that the full length and perimeter of the pipe within this area will require repair as defined in Key Note No. 11.

17. Reference sheet DS-301, details 1 and 2; sheet DS-503, detail 4: Details of sheet DS-301 show T.O.C= 3'-4", T.O.SSP= 2'-7". Detail of sheet DS-503 shows T.O.C= 4'-0", T.O.SSP= 3'-3". Which detail is correct?

RESPONSE: The intent is for the concrete cap to fall below the bottom of the lowest wood member of the rebuilt wood dock. Top of concrete (TOC) is to match existing as noted (Approx. 3'-4" is the correct elevation – verify in field). TOS is to be 9" below TOC (therefore 2'-7" is correct). The 4'-0" elevation noted in the survey is the top of timber deck over the existing TOC bulkhead cap. The bottom of cap shall be lowered to Elevation minus 1'-8" to accommodate cap being lowered to Elevation 3'-4". This is subject to change based upon field conditions during construction.

18. Provide high and low tide levels.

RESPONSE: According to LABINS the tides are:

MHW = -0.25' NAVD 88

MLW = -1.42' NAVD 88

Actual high and low levels may vary daily and Contractor should refer to appropriate tide tables. Use survey on sheet G-003 for NAVD 88 benchmark and elevations comparison.

19. Reference sheet MS-501, detail 2: Elevation call outs detail T.O.C= 6.0, B.O.C= -0.67? Horizontal dimension shown as 16'-0" wide x 28'-0" long. Assuming the elevations are correct, dimension should be 6'-8". Please confirm. Provide high and low tide levels as they relate to elevations shown.

RESPONSE: Refer to G-004 for survey information with respect to the pier. See response to question 18 for tides. Total depth of cap is 6'-8".

20. Reference general requirements, section 03 10 00, 3.05.D: Note dictates that side forms can be removed after 24 hours. Are there additional requirements that would prohibit form removal due to concrete's exposure to salt water?

RESPONSE: Specifications indicate that forms of concrete member that support their own weight (this include pile cap for the dolphin and SSP caps) will not be stripped until the concrete has acquired 75% of its 28-day design strength. Only forms of concrete that do not support its own weight (such as curbs) can be stripped within 24 hours. A curing membrane shall be immediately applied.

21. Will the contractor be given a lay down area for the project? If so, please provide size and location.

RESPONSE: Laydown for Mallory is as defined in Question 4. Laydown for Zero Duval is as defined in Question 10.

22. Will the Dock at end of Duval be re-built on the existing piles?

RESPONSE: Under the base bid, the existing piles are to remain and be reused as part of the dock replacement. This addendum includes an alternate bid item has been added as part of this addendum to replace each of the four piles in their entirety.

23. Can obtained permits be included to the contract via addenda?

RESPONSE: Refer to Part 4 of the Volume 1 Specifications.

24. Can you clarify relocation of the Fury Ticket Booth, as well as Berthing for the Fury Glass Bottom Boat?

RESPONSE: The ticket booth shall be relocated to the location indicated in the drawings. See Sheet DS-100 – Note 5. Contractor is responsible for this relocation. The Fury Boat will be relocated to a remote location and will not interfere with the construction of Zero Duval.

25. Are the original T-Pier drawings available? We are looking for existing pile information.

RESPONSE: Original T-Pier as-built construction drawings dated April 12, 1985 are included with this addendum. Considering 30 years have elapsed since construction, existing conditions may vary from those depicted in the drawings.

26. Concerning the crack on the Fascia of the T-Pier. If it is deep, $\geq 8"$, how is the repair to be handled?

RESPONSE: As part of the base bid, hammer out the loose concrete to sound concrete and repair spall using epoxy grout full depth and width of spall.

26. Concerning the crack on the Fascia of the T-Pier. If it is deep, $\geq 8"$, how is the repair to be handled?

RESPONSE: As part of the base bid, hammer out the loose concrete to sound concrete and repair spall using epoxy grout full depth and width of spall.



All Bidders shall acknowledge receipt of Addendum No. 1 in the Bid Form. Bids submitted without this acknowledgement will be considered informal.

CH2M


Sean McCoy, P.E.

Appended hereto and part of Addendum No. 1:
Prebid Meeting Minutes and Sign-in Sheet, attached.
Section 00 41 13, Bid Form
T-Pier As-built Drawings dated April 12, 1985

END OF ADDENDUM



439197/WPB

ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS Project No.: 439197
for the construction of the

Date: February 22, 2016

ITB#: 016-002, EN-1002

REPAIRS AND IMPROVEMENTS AT ZERO DUVAL AND MALLORY SQUARE

**CITY OF KEY WEST
KEY WEST, FLORIDA**

To All Plan holders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the REPAIRS AND IMPROVEMENTS AT ZERO DUVAL AND MALLORY SQUARE dated January 2016 as fully and completely as if the same were fully set forth therein:

ADDENDUM# 1: Addendum #1, issued February 19, 2016 is herewith declared null and void. It is to be replaced in its entirety with this Addendum #2. Addendum #1, issued February 19, 2016, will not be considered a part of the contract documents for this undertaking.

BID OPENING DATE & TIME: Bid opening date and time is hereby changed as follows:

Sealed bids for the City of Key West Invitation to Bid (ITB #16-002) **Repairs and Improvements at Zero Duval and Mallory Square**, addressed to the City of Key West, will be received at the Office of the City Clerk, City of Key West, 3126 Flagler Avenue., Key West Florida, 33040 until **3:00 p.m., local time, March 2, 2016** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

PRE-BID MEETING

1. Attached is the meeting minutes from the pre-bid meeting held on February 4, 2016.
2. Attached is a copy of the sign-in sheet from the pre-bid meeting.

SPECIFICATIONS

PART 1—PROCUREMENT REQUIREMENTS

SECTION 00 41 13 – BID FORM

REPLACE the existing Section 00 41 13 BID FORM dated January 2016 in its entirety with the attached dated February 18, 2016.

PART 3 —SPECIFICATIONS

SECTION 01 29 00 – PAYMENT PROCEDURES

ADD the following Article 1.09 Alternates to existing Specification Section 01 29 00 PAYMENT PROCEUDRES dated January 2016.

A handwritten signature in blue ink, appearing to be "J. Smith", is written over a circular stamp or seal.

1.09 ALTERNATES

- A. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the Project.
- B. Immediately following the Award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate.
- C. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- D. Schedule of Alternates:
 - 1. Alternate No. 1 – New Timber Piles (Each): This Alternate is an additive Alternate which will be added to the Base Bid (if selected). The intent of this Alternate is to allow the City to have new piles reconstructed for the Fury Dock to replace the existing deteriorating or fractured piles. As part of this Alternate, the price will be the represented change in price to:
 - a. Remove old pile from location identified and legally dispose of offsite.
 - b. Provide new 16 inch diameter marine grade pressure treated pile.
 - c. Install vertical and true to a tip elevation of 15 feet minimum into limerock or - 35 feet below water surface whichever is deeper.
 - d. Top of pile shall be at elevation necessary to serve as columns and roof framing supports for the dock roof decking (match existing).

QUESTIONS AND ANSWERS

1. Mallory: Are construction joints allowed on Dolphin structure (i.e. for pre-casting purposes of a portion of the dolphin followed by a final cast-in-place pour, provided proper methodology of construction is provided and approved).

RESPONSE: This proposal is acceptable and will be considered subject to an acceptable plan presented by Contractor.

2. Mallory: What are the construction limits on the water side in front of the Mallory Square Pier (i.e. how big of an area can be occupied by floating equipment).

RESPONSE: Construction limits on the waterside will be limited to the width of the barge along the length of the T-pier. Equipment shall be tied properly, moored and lit according to Coast Guard Standards while berthed along the pier. During construction and while workers are present, barge may be offset off the face of pier and spudded down as necessary to allow construction. Upon completion of work for the day, barge shall be placed adjacent to the pier again and tied as a typical floating vessel. Subject to Navy approval, the Contractor will relocate the barge on weekends to the East Quay pier at the Truman Waterfront.

3. Mallory: can floating equipment stay overnight in front of the Mallory Square Pier (given proper Nav. Lights are provided per USCG requirements).

RESPONSE: Yes, the T-pier can be used for mooring of floating equipment at night providing U.S. Coast Guard lighting is provided and adequate tie-down provisions are made.

4. Mallory: will the entire Pier area be made available to the contractor, including access from the land side? If so, can the pier be use for temporary storage purposes during construction?

RESPONSE: The length of the north-south run of the T-pier will be made available for storage of contractor's materials and equipment provided that it does not exceed 5-feet in height stacked. Weight of materials on the pier shall not exceed a uniform load of 200 PSF. Contractor shall keep loads below this value and shall protect the piers, pavers, and finish from damage by construction use. All other equipment and materials shall be stored on the Contractor's barge and may not be stored upland or in the general area of Mallory Square. Should Contractor require additional space beyond the barge and pier, upland land may be available by the City for a leased rate upon coordination with the City.

5. Zero Duval: What are the construction limits on the water side in front of the Zero Duval bulkhead? Sheet DS-100 seems to be showing the limit to be around 48-50' wide, but how far offshore away from the bulkhead can be occupied by floating equipment. Are we also limited to that 48'-50' width along the bulkhead line?

RESPONSE: The waterside Construction limits for Zero Duval portion of the project shall be limited to the area identified on Sheet G-003 as Submerged Lease Area. This is the dashed lines in the water approximately 50 feet wide by 90 feet long. All facilities adjacent to and surrounding the construction work shall remain open and actively operational during construction including the Jet Ski and boat rental area.

6. Zero Duval: There is a sports-landing (i.e. JetSki's landing) on the left/west side of the bulkhead; will it remain operational or will it also be closed during construction? If it is to remain open, what are the limits/clearance that needs to be maintain in front of the landing (water side) with floating equipment?

RESPONSE: All construction work and equipment shall be kept within the limits of construction waterside as identified in Question No. 5.

7. Zero Duval: Existing Dock on the right/East side of the Zero Duval bulkhead; will it remain operational or will it also be closed during construction? If it is to remain open, what are the limits/clearance that needs to be maintain in front of the docks along the East side of the marina?

RESPONSE: See response to No. 6.

8. Zero Duval: The Timber pile dolphin seems to be almost dead center in front of the Duval bulkhead and may interfere with floating equipment's (i.e. crane barge). Is that timber dolphin to remain? If so, can contractor temporarily remove the dolphin and replace it at the end?

RESPONSE: Timber Dolphins shall remain in place throughout construction and may not be removed and reinstalled. Contractor shall work within the limits provided in Question 5 and shall not interfere with any existing structures other than those required under the Contract to be removed and replaced. Contractor may move their barge to either side of the existing dolphins, as required during construction, so long as they do not block access to the surrounding areas that will remain open and operational during construction. See response to Question No. 6.

9. Zero Duval: will contractors be allowed to temporarily block the entrance access to the Marina area (i.e. in order to temporarily remove the timber pile and re-install it). If not, what would be the minimum area that needs to be left open for smaller vessels traffic?

RESPONSE: Blockages and impairment to adjacent property owners and businesses shall be coordinated in detail with the City well in advance of the blockage. Contractor will be limited to the area identified in Question 5 unless mutually agreed upon during construction without impeding operations and business activities of adjacent facilities.

10. Zero Duval: Can the perimeter fence (jersey barrier/fence) be extended another 14' back (i.e. up to the first light pole that will be directly in front of the "Ticket Building" once temporarily relocated), making the Jersey barrier go not only along the back of the ticket building but also around the left side (still keeping the ticket building outside the construction area). Current space does not appear to be enough area in order to properly and safely perform the necessary works.

RESPONSE: Temporary Jersey barrier and fence on the south side of the laydown area may be moved to align with the south face of the relocated ticket shack. Area may not be made larger than this. This puts the temporary fence along the back of the ticket building but also around the left side and parallel with the south face of the relocated booth (still keeping the ticket building outside the construction area).

11. Will the city also be providing their own vibration monitoring during driving operations? Has the City perform a condition survey of the nearby areas/structures?

RESPONSE: No, City will not be providing independent monitoring. Contractor is required to provide monitoring per 31 41 17 – 3.01 B. Contractor shall make these records and recordings available to the City. In addition to the Vibration Monitoring, Contractor and City will conduct an initial inspection prior to construction of surrounding areas and document information as mutually agreed upon for this exercise per 02 41 00 – 1.03 D.

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RESPONSE: Based on discussion with the City Legal Department, the signor of bonds, insurance contracts, and certificates of insurance, does not have to keep an office in Florida, provided that the insurer or surety complies with all requirements to do business in Florida.

13. Reference Instructions to Bidders, section 00 21 13, page 4: "Contractor is required to have a Certified or registered Electrical Contractors City of Key West license and a Certified or Registered General Contractors City of Key West Business Tax Receipt", considering the scope of the project, is the Electrical Contractors City of Key West license required?

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14. Reference Bid Form, Start of Construction and Contract Completion Times: Please detail start date and duration of time when dock at Duval will be free of boat traffic.

RESPONSE: No boats, ferries, glass bottom tour vessels will be present or utilizing the Zero Duval dock for the duration of construction. The City has negotiated a new location for the vessel away from the construction area. However, ticketing and tour purchases will still be conducted at the relocated ticket booth.

15. Reference sheet DS-100, key note 8: Leader arrow indicates water line on outside face of dock. For proper pricing please indicate size and location of water line.

RESPONSE: As-built information of the existing water main and water system is not available. Pipe is observable upon site walk-through. For the purposes of bidding, the Contractor shall assume all piping for the water system on the dock shall be 1 – 1-1/2 inch piping. Connection to the closest adjacent main will be required. Final construction of this water system shall be in accordance with the received Building Permit that is the responsibility of the Contractor to obtain as part of the dock replacement portion of this work.

16. Reference sheet DS-100, key note 11: Note calls for excavation and inspection of pipe. There are no details of the condition of pipe or extent of repairs. What is the basis for pricing of pipe repair?

RESPONSE: The clouded area on Sheets DS-100 that is marked with Key Note No. 11 is the limits of the pipe repair portion of this work. Contractor shall assume that the full length and perimeter of the pipe within this area will require repair as defined in Key Note No. 11.

17. Reference sheet DS-301, details 1 and 2; sheet DS-503, detail 4: Details of sheet DS-301 show T.O.C= 3'-4", T.O.SSP= 2'-7". Detail of sheet DS-503 shows T.O.C.= 4'-0", T.O.SSP= 3'-3". Which detail is correct?

RESPONSE: The intent is for the concrete cap to fall below the bottom of the lowest wood member of the rebuilt wood dock. Top of concrete (TOC) is to match existing as noted (Approx. 3'-4" is the correct elevation – verify in field). TOS is to be 9" below TOC (therefore 2'-7" is correct). The 4'-0" elevation noted in the survey is the top of timber deck over the existing TOC bulkhead cap. The bottom of cap shall be lowered to Elevation minus 1'-8" to accommodate cap being lowered to Elevation 3'-4". This is subject to change based upon field conditions during construction.

18. Provide high and low tide levels.

RESPONSE: According to LABINS the tides are:

MHW = -0.25' NAVD 88

MLW = -1.42' NAVD 88

Actual high and low levels may vary daily and Contractor should refer to appropriate tide tables. Use survey on sheet G-003 for NAVD 88 benchmark and elevations comparison.

19. Reference sheet MS-501, detail 2: Elevation call outs detail T.O.C= 6.0, B.O.C= -0.67? Horizontal dimension shown as 16'-0" wide x 28'-0" long. Assuming the elevations are correct, dimension should be 6'-8". Please confirm. Provide high and low tide levels as they relate to elevations shown.

RESPONSE: Refer to G-004 for survey information with respect to the pier. See response to question 18 for tides. Total depth of cap is 6'-8".

20. Reference general requirements, section 03 10 00, 3.05.D: Note dictates that side forms can be removed after 24 hours. Are there additional requirements that would prohibit form removal due to concrete's exposure to salt water?

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RESPONSE: Laydown for Mallory is as defined in Question 4. Laydown for Zero Duval is as defined in Question 10.

22. Will the Dock at end of Duval be re-built on the existing piles?

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23. Can obtained permits be included to the contract via addenda?

RESPONSE: Refer to Part 4 of the Volume 1 Specifications.

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RESPONSE: The ticket booth shall be relocated to the location indicated in the drawings. See Sheet DS-100 – Note 5. Contractor is responsible for this relocation. The Fury Boat will be relocated to a remote location and will not interfere with the construction of Zero Duval.

25. Are the original T-Pier drawings available? We are looking for existing pile information.

RESPONSE: Original T-Pier as-built construction drawings dated April 12, 1985 are included with this addendum. Considering 30 years have elapsed since construction, existing conditions may vary from those depicted in the drawings.

26. Concerning the crack on the Fascia of the T-Pier. If it is deep, $\geq 8"$, how is the repair to be handled?

RESPONSE: As part of the base bid, hammer out the loose concrete to sound concrete and repair spall using epoxy grout full depth and width of spall.



All Bidders shall acknowledge receipt of Addendum No. 2 in the Bid Form. Bids submitted without this acknowledgement will be considered informal.

Appended hereto and part of Addendum No. 2:

Prebid Meeting Minutes and Sign-in Sheet, attached.

Section 00 41 13, Bid Form

T-Pier As-built Drawings dated April 12, 1985

END OF ADDENDUM #2

Exhibit “B”

City of Key West Tax Receipt

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 CtlNbr:0004137
Location Addr 2781 SW 56TH AVE
Lic NBR/Class 16-00004139 CONTRACTOR - REG ENGINEERING II
Issue Date: July 24, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

User: KEYWELD Type: OC Drawer: 1
Date: 7/27/15 54 Receipt no: 30246
2016 4139

OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00

This document must be prominently displayed.

SHORELINE FOUNDATION 3030 \$325.00

SHORELINE FOUNDATION
2781 SW 56TH AVE

Trans date: 7/27/15 Time: 11:37:18

MIRAMAR FL 33023



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name ROYO JAMES CtINbr:0024493
Location Addr 2781 SW 56TH AVE
Lic NBR/Class 17-00030164 COMPETENCY CARD
Issue Date: July 13, 2015 Expiration Date: September 30, 2017
License Fee \$30.00
Add. Charges \$0.00
Penalty \$0.00
Total \$30.00

Comments: COMP CARD #763 FOR ENGINEERING I CONTRACTOR

ROYO JAMES
2781 SW 56TH AVE

MIRAMAR FL 33023

Oper: KEYWBLD Type: OC Drawer: 1
Date: 7/13/15 51 Receipt no: 28304
2017 30164
OR LIC OCCUPATIONAL RENEWAL
Trans number: 1.00 \$30.00
CK CHECK 3093 \$30.00

Trans date: 7/13/15 Time: 15:12:29

Exhibit “C”

Licenses



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

ROYO, JAMES ANTHONY
SHORELINE FOUNDATION INC
1316 NW 127 DRIVE
SUNRISE FL 33323

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1517337

ISSUED: 06/04/2014

CERTIFIED GENERAL CONTRACTOR
ROYO, JAMES ANTHONY
SHORELINE FOUNDATION INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1406040001725

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1517337

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

ROYO, JAMES ANTHONY
SHORELINE FOUNDATION INC
2781 SW 56 AVENUE
PEMBROKE PARK FL 33023



ISSUED: 06/04/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406040001725




To find out about business and economic opportunities for Florida veteran business enterprises, as well as Florida's small minority and women-owned businesses, please contact or visit the Department of Management Service's Office of Supplier Diversity at:
http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd



To find out about State of Florida tools supporting statewide centralized procurement activities which have streamlined interactions between vendors and state government entities, please contact or visit the Department of Management Services' MyFloridaMarketPlace at: <https://vendor.myfloridamarketplace.com>

AC# 465100


SIGNATURE

(For the protection of our professional license holders, this license contains hidden security features to prevent counterfeiting. Unauthorized reproduction is strictly prohibited and will be prosecuted to the fullest extent of the law)

The Department of Business and Professional Regulation (DBPR), issues licenses for many licensed businesses and practitioners in the State of Florida.

DBPR is changing the way you interact with state government. Many of DBPR's services are available online at www.MyFloridaLicense.com. We encourage you to utilize these services to make address changes, licensing changes or to renew your license.

Name changes require legal documentation verifying the name change, which must be mailed to the DBPR. An original, a certified copy or a duplicate copy of an original or certified copy of a document that shows the legal name change will be accepted, unless the DBPR has a question about the authenticity of the document.

If applicable, the DBPR will send a renewal notice to your last known address or email address of record. If you have not received your renewal notice, please call our Customer Contact Center at 850.487.1395 or online at www.MyFloridaLicense.com/contactus.

Please refer to your profession's governing statutes and Administrative codes for further information regarding renewals. These may be accessed from our website.

AC# 465100

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, 2016, that its most recent annual report/uniform business report was filed on January 5, 2016, 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 Fifth day of January, 2016*



Ken Datzner
Secretary of State

Tracking Number: CC9590903266

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

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

Exhibit “D”

Past
Experiences
&
Contracts on
Hand



Project: Slip#3 Bulkhead Rehabilitation

Location:

1 East 11 Street
Riviera Beach, Florida 33404

Owners Representative:

AECOM Technical Services, Inc.
Karen D. Brandon, P.E.
2090 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409
(561) 684-3375
Fax: (561) 689-8531
karen.brandon@aecom.com

Construction Dates:

START: June 3, 2013
FINISH: July 10, 2015

Construction cost:

\$16,500,000

Change Orders:

Yes + 24 Added \$1,100,000 Deducted \$1,000,000
(Totaling \$16,600,000)

Project Status:

Ongoing Completion Date: July 10, 2015

SFI Project Manager:

Carlos Varela P.E

SFI Project Superintendent:

Sal Daher, Steve Thomsen, Danny Fennel
Darrin Miller

Relevance/Scope of Work:

Construction of 1800 Lf of combo wall with Soil anchors and 10 high concrete cap, 800 LF of which were upland of existing. Dredging 18000 CY from the Slip# 3 to -35 mllw Pave with an asphalt +/-1400 SY. Pave with 18 concrete slabs appx. 7000 SY construct new water distribution system, drainage system (1200 LF of trench drain), 1000 kva electric power distribution system, install new beam and rails for 110ton gantry conveyor and move it from existing to new tracks. All while keeping the south berth operational build 2 ro-ro ramps (80 & 160) with concrete cap projecting 3 foot from the bulkhead.



Slip No. 3 Bulkhead Rehabilitation

02-10-15



Slip No. 3 Bulkhead Rehabilitation

05-06-13



Slip No. 3 Bulkhead Rehabilitation

03-09-14



Project: Cargo Dock 16, Brownville

Location:

13201 R.L. Ostos Rd
Brownsville, TX 78521

Owners Representative:

Ariel Chavez
Brownsville Navigation District
1000 Foust Road
Brownsville, TX 78521
(956) 592-3973
Fax: 956.831.6153
achavez@portofbrownsville.com

Construction Dates:

START: 09/16/2013
FINISH: 06/31/2015

Construction cost:

\$21,255,965.00

Change Orders:

Yes + \$331,734.00

Project Status:

Finishing up

SFI Project Manager:

Kevin Land

SFI Project Superintendent:

Fred Maxwell

Relevance/Scope of Work:

The engineer of record was
HDR Engineering.

The project consisted of a new 600 LF commercial heavy lift cargo dock with two out parcel mooring structures sitting on 35"x95' steel pipe piling set on batter. Approximately 200 LF of bank revetment work, 9 acres working bulk storage area with site lighting, a new field house containing restroom, new perimeter roadway with entrance. The project included 155,000 CY of dredging to a deep of -44. Added as a change order by the owner was an Impressed Current Cathodic Protection System for protection of the seawall steel sheet piling.

The project included over 9000 CY of post tension concrete for the dock which included 800 LF of sheet pile from 65' to 95' long, 950 16"x 85 ft. long concrete piles and 1000 16"x 85' long steel "H" piles.





Project: Pier 66 Marina Redevelopment Phase I & II

Location:

2301 SE 17th Street
Ft. Lauderdale, FL 33316

Owners Representative:

Mr. Shwan Aziz
ECO BUILDING SOLUTIONS, INC. (EBS)
PO Box 811827
Boca Raton, FL 33481-1827
(561) 927-7641
Fax: (727) 942-8937
shwan@ecobuildinginc.com

Construction Dates:

START: 07/29/13
FINISH: 10/09/14

Construction cost:

Phase I: \$2,599,000.00
Phase II: \$4,593,947.00
Total: \$7,192,947.00

Change Orders:

Yes + \$1,472,592.00 (Totaling \$8,665,539.00)

Project Status:

Completed

SFI Project Manager:

Mark Osburn

SFI Project Superintendent:

Darrin Miller

Relevance/Scope of Work:

Engineer of record was Coastal Systems International, Inc. Construction included

Phase I: SEAWALL

Demolition of 1,500lf of existing concrete seawall cap. Installation of 1,500lf of new steel sheet piling, 150pcs – 14" x 14" x 50' concrete batter pile, 1,500' x 5'wide x 2'deep concrete cap, 75pcs – 12" x 40' wood fender pile 75pcs – 18" mooring cleats, 1,500lf x 5'wide x 7"thick concrete sidewalk.

Phase II: SEAWALL & 127 SLIP MARINA (FIXED CONCRETE & FLOATING DOCKAGE)





SEAWALL: Demolition of 1,000lf of existing concrete seawall cap, Installation of 1,000lf of new steel sheet piling, 100pcs – 18" and 14" concrete batter pile along seawall, 1,000' x 5'wide x 2'deep concrete seawall cap, 1,000lf x 5'wide x 7"thick concrete sidewalk

FIXED DOCKAGE/MARINA SPACE:

Marina can accommodate 16 super yachts up to 150 feet, and has the deep-water capacity to accept yachts in excess of 300 feet.

Demolition and reconstruction of Approximately 19,000sf of fixed concrete docks & concrete finger piers; constructed on 18" and 14" square concrete pile, cast-in-place concrete pile caps and pre-cast/pre-fabricated concrete deck slabs (ranging from 9" to 12" in depth). The deep water - main dock, along the Intracoastal waterway (A dock & Dockmaster) received an Approximately 16,000sf concrete topping slab ranging in depth of 4" to 7", Approximately 230 – 12" wood fender & mooring piles were installed throughout the marina, Installation of 165 heavy duty, 18" & 24" mooring cleats.

FLOATING DOCKAGE: Approx. 36 slip concrete floating dock facility; with Electrical, Plumbing, Fire & Fuel and anchored with 18" x 18" x 60' pre-cast concrete piling.





Project: FPL Discharge Canal

Location: 3898 SW 43rd Court, Fort Lauderdale, FL 33318

Owners Representative:

William Figler
700 Universe Blvd
Juno Beach, FL 33408
(561) 694-4749
William.Figler@fpl.com

Construction Dates:

Phase I:

Start: 9/23/13

Finish: 12/30/13

Phase II:

Start: 6/1/14

Finish: 8/12/14 (Project Complete)

Construction cost:

Phase I:

Original Phase I Contract = \$1,588,846.00

Revised Contract Value (+ Phase I COR)
= \$1,595,553.17

Phase II:

Original Phase II Contract = \$598,500.00

Revised Contract Value = \$2,194,053.17

Final Contract Value (+Phase II COR)
= \$2,194,053.17

Change Orders:

Yes + Phase I = \$6,707.17

Total COR = \$6,707.17

Project Status:

Completed

SFI Project Manager:

Charles M. Diveto III

SFI Project Superintendent:

Phase I = Michael Bosowicz

Phase II = Matt Biggs

Relevance/Scope of Work:

Engineer on record was DCR Engineering Services, Inc. The project consisted of a new seawall further described as the following: installation of approximately 900 lf of Steel sheet piling seawall topped with a 3'-0" wide poured-in place concrete cap. Upland work includes concrete pad for propane tanks, removal and replacement of guardrail, and new pedestrian railing.





Project: Building 1000 Quay Wall and Barge Basin

Location:

Philadelphia Navy Yard
Philadelphia, PA

Owners Representative:

Elizabeth Staab
United States of America - NAVFAC
4921 South Broad Street
Philadelphia, PA 19112-1387
(215) 897-2613
Fax: (210) 897-6932
Elizabeth.staab@navy.mil

Construction Dates:

START: 3/7/2011
FINISH: Estimated 3/15/13

Construction cost:

\$3,746,167.61

Change Orders:

\$1,494,759.27 (Totaling \$5,070,292.27)

Project Status:

Completed

SFI Project Manager:

Chris Gonzalez

SFI Project Superintendent:

Fred Maxwell

Relevance/Scope of Work:

Demolition and re-construction of new Quay wall and Barge Basin Rehabilitation, including installation of steel sheet pile, topped with cast-in-place concrete cap and closure cell structure. The existing drain outfalls were modified to be incorporated into the new seawall. The Quaywall was finished with crushed concrete armor stone sloped into the water body. The Barge basin required demolition of the existing structure, and reconstruction of new barge basin around the existing foundation pads for the overhead crane. Barge basin was reconstructed with pre-cast, steel batter H-piles, and steel sheet pile. The pile was topped with cast-in-place concrete caps, precast slabs, and concrete topping. The basin was finished with precast fender piles with UHMW bumpers and metal cleats.





Project: CT-10 Pier Extension & East Dolphin Modifications

Location:

Port Canaveral
445 Challenger Road
Cape Canaveral, FL 32920

Owners Representative:

Randy Gumke – Director Construction
CANAVERAL PORT AUTHORITY
445 Challenger Road
Cape Canaveral, FL 32920
(321) 783-7831 ext. 216
Fax: (321) 783-1063
rgumke@portcanaveral.org

Engineer of Record:

River Consulting LLC
707 Mullet Road, Suite 105
Cape Canaveral, FL 32920

Construction Dates:

START: 11/4/2008
FINISH: 4/3/2009

Construction cost:

Original - \$1,538,035.00
Final - \$820,562.58

Change Orders:

1 – Owner direct purchase

Project Status:

Completed

SFI Project Manager:

Matt Sturm

SFI Project Superintendent:

Fred Maxwell

Relevance/Scope of Work:

Modifications to the busy existing port facility included a new dolphin mooring platform and extension of the existing pier. The mooring platform required 66" diameter steel piles 107' long to be installed along with 950 square feet of reinforced cast-in-place concrete, new 125 ton bollards and modifications to existing catwalks.

The 90 foot pier extension consisted of installation of (12) 24" square pre-cast, pre-stressed concrete pile 100' long, cast-in-place concrete pile caps, 3,600 square feet of pre-stressed concrete slabs, requisite closure pours and installation of new foam filled mooring fenders and bollards.

This project was completed on-time and under budget. Limited work hours and cruise ship schedules required exacting coordination with Port facilities management.





WORK IN PROGRESS

Contract Description	Owner/Owner's Representative	Architect/Engineer	Contract Amount	Scheduled Completion Date
King's Bay Naval Submarine Base 1063 USS Tennessee Avenue Kings Bay Base, GA	NAVFAC Southeast 910 USS Hunley Avenue Kings Bay, GA 31547	ADA Engineering, Inc. 8550 NW 33rd Street Suite 101 Doral, FL 33122	\$8,100,000.00	Jun-16
Biscayne Beach Club Seawall 711 NE 29th Street Miami, FL 33137	Plaza Construction Group FL, LLC 120 NE 27th Street Suite 600 Miami, FL	Coastal Systems International, Inc. 464 South Dixie Highway Coral Gables, FL 33146	\$775,000.00	Jan-16
Orkin Miami Seawall 1960 NW 27th Avenue Miami, FL	Orkin, LLC 2170 Piedmont Road NE Lakeshore Building Atlanta, GA 30324	Geosyntec Consultants 900 Broken Sound Parkway Suite 200 Boca Raton, FL 33487	\$1,094,735.00	Nov-16
Herbert Hoover S281 & S282 Glades County, FL	Department of Army, USACE 12783 W. Forest Hill Blvd Suite 9E Wellington, FL 33414	US Army Corp of Engineers Jacksonville District, FL	\$892,300.00	May-16
Herbert Hoover S273 & S227 Glades County, FL	Department of Army, USACE 12783 W. Forest Hill Blvd Suite 9E Wellington, FL 33414	US Army Corp of Engineers Jacksonville District, FL	\$1,515,065.00	May-16
Gator Lake Shoreline Stabilization Saint Andrews State Park Park Lane Panama City, FL 32408	State of FL DEP 3900 Commonwealth Boulevard, MS #520 Tallahassee, FL 32399	MRD Associates, Inc. 543 Harbor Boulevard, Suite 204 Destin, FL 32541	\$1,904,900.00	Oct-16
CR880 - Twenty Mile Bend Slope Palm Beach County, FL	Board of County Commissioners Beach County, FL	Bridge Design Associates, Inc 1402 Royal Palm Blvd, Bldg 200 Palm Beach, FL 33411	\$4,064,012.00	Oct-15



WORK IN PROGRESS

Contract Description	Owner/Owner's Representative	Architect/Engineer	Contract Amount	Scheduled Completion Date
Larchmont Gardens NW 85th Street & NW 2nd Ave Miami, FL	Miami-Dade County Public Works and Waste Management Dept. Coral Gables, FL 33158	Central Florida Equipment 9030 N.W. 97th Terrace Medley, FL 33178	\$254,159.00	Dec-15
Bair Island Seawall Villas at Bair Island 700 Bair Island Road, Redwood City, CA 94063	The Irvine Company Apartment Communities, Inc. 131 Theroy, Irvine, CA 92617	URS Golden Shore, Suite 100 Long Beach, CA 90802 310	\$3,420,900.00	Sep-16
USCG Miami Beach Bulkhead Miami, FL	Miami United States Coast Guard 15608 SW 117th Avenue Miami, FL 33122	Harper & Buzinec 8805 NW 23rd Street Miami, FL 33122	\$1,851,300.00	Sep-16
Seven Mile Bridge and Bahia Honda Bridge Debris Removal on the Florida Keys Overseas Heritage Trail Monroe County, FL	State of FL DEP 3900 Commonwealth Boulevard, MS #520 Tallahassee, FL 32399	The LPA Group 1320 Executive Blvd. Tallahassee, FL 32301	\$379,634.00	Jan-16
Broadview Estates Neighborhood Project Pompano Beach, FL	Broward County Water and Wastewater Engineering Division 2555 West Copans Road, Pompano Beach, FL 33069	Broward County Water and Wastewater Engineering Division 2555 West Copans Road, Pompano Beach, FL 33069	\$2,644,912.00	Jan-17
Mooring Bollards Phase II Miami, FL	PortMiami 1015 N. America Way Miami, FL 33132	Miami-Dade Seaport Department 1015 N. America Way Miami, FL 33132	\$1,214,200.00	Jul-16
Continuing Svcs for Construction of Seawalls Citywide Miami, FL	City of Miami Beach 1755 Meridian Drive Miami Beach, FL 33139	Miami Beach Public Works Department 1700 Convention Center Drive Miami Beach, FL 33139	\$4,277,035.00	Feb-17

Exhibit “D”

Proof of Insurnace

Exhibit “E”

Proof of Insurnace

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC/CL P.O. Box 141916 Coral Gables, FL 33114-1916 305 669-6000		CONTACT NAME: PHONE (A/C, No, Ext): 305 669-6000 E-MAIL: usicerts@usi.biz ADDRESS:		FAX (A/C, No):
INSURED Shoreline Foundation Inc 2781 SW 56 Ave Pembroke Park, FL 33023-4166		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: XL Specialty Insurance Company		37885
		INSURER B: Commerce & Industry Ins Co		19410
		INSURER C: Starr Indemnity & Liability Co		38318
		INSURER D: American Family Home Ins Co		23450
		INSURER E:		
		INSURER F:		

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 SUBR INSR 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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		UM00027959MA15A	01/15/2015	01/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UM00028190MA15A	01/15/2015	01/15/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N H/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		19397854	10/01/2015	10/01/2016	<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
C	CONTR EQUIPMENT ALL RISK INCLUDES BOOM COLLAPSE		SICON000703149 OVERLOAD	03/12/2015	03/12/2016	PER SCHEDULE ON FILE LEASED/RENTED \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Shoreline Foundation Inc
 2781 SW 56 Ave
 Pembroke Park, FL 33023-4166

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

Bruce A. Baker

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