

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

**BID FORM**

To: The City of Key West

Address: 3126 Flagler Ave, Key West, Florida 33040

Project Title: Sailfish Pier Replacement

City of Key West Project No.: GB1503

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

Name: James A. Royo, President

Telephone: (954) 985-0460

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

**CONTRACT EXECUTION AND BONDS**

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

**CERTIFICATES OF INSURANCE**

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

## GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- G. The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- H. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.



- K. The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.
- O. Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Contractor contained within this agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to City upon request.

#### SPECIFIC INSURANCE COVERAGES AND LIMITS

- A. All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- B. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

**Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this Contract for all employees engaged in this work under

this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

**United States Longshoremen and Harbor Workers (USL&H)** coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

**Jones Act** coverage shall be maintained by the Contractor that will respond to claims filed under the Federal Jones Act (46 U.S.C.A. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

**Marine General Liability Insurance** shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury &	\$2,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and aggregate.

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

**Business Automobile Liability Insurance** shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than:



Bodily Injury \$1,000,000.00 Limit Each Accident

Property Damage Liability \$1,000,000.00 Limit Each Accident

or

Bodily Injury &

Property Damage Liability \$1,000,000.00 Combined Single Limit Each

Accident

**Watercraft Liability Insurance** The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 150 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 150 calendar days from the date when the Contract Times commence to run.

#### LIQUIDATED DAMAGES

In the event he 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 \$1,000 per day for each day that expires after the time specified for Final completion.

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

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

#### PUBLIC ENTITY CRIMES

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

#### COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

#### PERMITS

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



SailFish Pier Dock Replacement  
Garrison Bight Marina  
Key West, Florida, Florida  
Stantec Project No. 215612745

**BID FORM**

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>				
Mobilization/staging and Demobilization, including City of Key West Permit	1	LS	\$ 112,821.00	\$ 112,821.00
Relocalization of existing boats to King Fish and return back to Sailfish Pier at end of project	1	LS	\$ 49,854.80	\$ 49,854.80
Demolition of Existing Wood and Concrete Pier and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier	1	LS	\$ 63,154.22	\$ 63,154.22
Furnish and install Main Floating Pier (12'w by 40'l)	480	SF	\$ 81.89	\$ 39,307.20
Furnish and install Main Floating Pier (10'w by 170'l)	1700	SF	\$ 84.97	\$ 144,449.00
Furnish and install Finger Piers (4'wx35'l)	1400	SF	\$81.89	\$ 114,646.00
Furnish and install Piles (HSS 20.00 X 0.50) with tar epoxy coating (Exterior Only)	20	EA	\$5,931.00	\$118,620.00
Furnish and install Mooring Piles (HSS 14.00 X 0.50) with tar epoxy coating (Exterior Only)	16	EA	\$ 4,486.00	\$ 71,776.00
Pile Collars	20	EA	\$ 423.00	\$ 8,460.00
Furnish and install Aluminum Access Ramp (5'wx30'l)	1	EA	\$ 21,053.00	\$ 21,053.00
Furnish and install accessories (Cleats: Main Pier/finger)	60	EA	\$ 182.00	\$ 10,920.00
Electrical System per Stantec Plans and Specifications	1	LS	\$ 215,702.00	\$ 215,702.00
Potable Water System per Stantec Plans and Specifications	1	LS	\$ 38,826.00	\$ 38,826.00
Sewer System per Stantec Plans and Specifications	1	LS	\$ 56,082.00	\$ 56,082.00
Fire System per Stantec Plans and Specifications	1	LS	\$ 69,024.00	\$ 69,024.00
As-builts/Product information and Warranty Certificate Binder	1	LS	\$ 73,338.00	\$ 73,338.00
Performance & Payment Bond	1	LS	\$ 15,847.00	\$ 15,847.00
Safety Act	1	LS	\$ 3,846.00	\$ 3,846.00
Allowance for unexpected debris to be removed by Contractor	1	LS	\$5,000.00	\$5,000.00
<b>Total Base Bid</b>				<b>\$1,232,726.22</b>

SailFish Pier Dock Replacement  
 Garrison Bight Marina  
 Key West, Florida, Florida  
 Stantec Project No. 215612745  
**BID FORM**

Item Description	Quantity	Unit	Unit Price	Total
<b>Alternate Bid Item 1 (Piles)</b>				
Apply tar epoxy coating to all piles (interior and exterior)	1	LS	\$ 11,820.00	\$ 11,820.00
<b>Sub-total Alternate Bid Item 1</b>				\$ 11,820.00
<b>Alternate Bid Item 2 (Electrical)</b>				
Replace G-Cable	1	LS	\$ 28,760.00	\$ 28,760.00
<b>Sub-total Alternate Bid Item 2</b>				\$ 28,760.00
<b>Total Base Bid plus Alternate Bid Items 1 and 2</b>				\$1,273,306.22



TOTAL LUMP SUM BID (BASE BID)

One Million Two Hundred Thirty-Two Thousand, Seven Hundred and Twenty-Six Dollars  
(Amount written in words has precedence)

and Twenty-Two Cents

TOTAL :

LUMP SUM BID: (BASE BID PLUS ALTERNATE BID ITEMS 1 &2)

One Million, Two Hundred Seventy-Three Thousand, Three Hundred and Six Dollars  
(Amount written in words has precedence)

and Twenty-Two Cents

TOTAL :

## 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:

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Electrical TBD  
Name \_\_\_\_\_

Street	City	State	Zip
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Plumbing TBD

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Name \_\_\_\_\_

Street	City	State	Zip
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Name \_\_\_\_\_

Street	City	State	Zip
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Name \_\_\_\_\_

Street	City	State	Zip
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**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 FL 33023  
Street City State Zip

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

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

<u>James A. Royo</u>	<u>President</u>
<u>Barry S. Reed</u>	<u>Vice President / Secretary</u>
<u>John R. McGee</u>	<u>Vice President / Treasurer</u>



**If Sole Proprietor or Partnership**

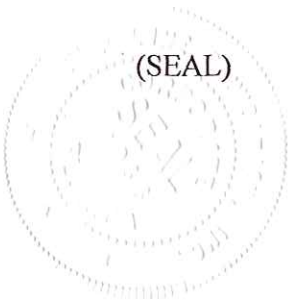
IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
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 22 day of March 2016.



Shoreline Foundation, Inc.  
Name of Corporation

By: [Signature]

Title: President

Attest: [Signature]

Secretary / Barry S. Reed

**END OF SECTION**



## FLORIDA BID BOND

BOND NO. N/A -BID BOND

AMOUNT: \$N/A

KNOW ALL MEN BY THESE PRESENTS, that SHORELINE FOUNDATION, INC.

hereinafter called the Contractor (Principal), and TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA

a corporation duly organized and existing under and by virtue of the laws of the State of  
 \*\* ~~Florida~~, hereinafter called the Surety, and authorized to transact business within the State of  
 Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

## \*\* CONNECTICUT

(Obligee), in the sum of: FIVE PERCENT OF THE AMOUNT BID

\_\_\_\_\_ DOLLARS (\$5%-----), for the  
payment for which we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for KB 1503 Sailfish Pier Replacement ITB #010-16.

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

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Oblige 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 Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 23RD day of MARCH, 20 16.

SHORELINE FOUNDATION, INC.

Principal

By: 

James A. Royo, President

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. 006656006

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 11th day of February, 2016.

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  
Robert L. Raney, Senior Vice President

On this the 11th day of February, 2016, 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  
Marie C. Tetreault, Notary Public

ANTI-KICKBACK AFFIDAVIT

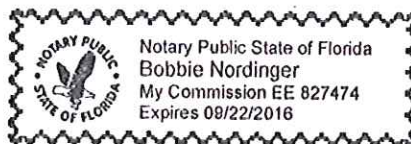
STATE OF FLORIDA                     )  
  : SS  
COUNTY OF MONROE                 )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid 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  
22 day of March, 2016



[Signature]  
NOTARY PUBLIC, State of Florida  
at Large

My Commission Expires: 9/22/16

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 Sailfish Pier Replacement
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, 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 by the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

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

[Signature]  
(signature)  
3/22/16  
(date)

STATE OF Florida  
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned  
authority,

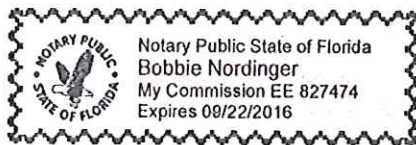
James A. Rayo who, after first being sworn by me, affixed  
his/her  
(name of individual signing)

signature in the space provided above on this 22 of March, 2016

My commission expires: 9/22/16

[Signature]

NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

CONTRACTOR: Shoreline Foundation, Inc.

SEAL:

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

  
Signature

James A. Royo  
Print Name

President  
Title

DATE: 3/22/16



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.

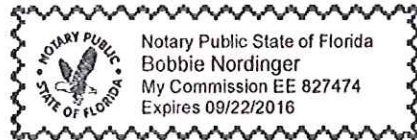
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: [Signature] / James A. Royo, President

Sworn and subscribed before me this 22 day of March 2016.

[Signature]

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 9/22/16

\* \* \* \* \*

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 Code of Ordinances Sec. 2-773 Cone of Silence.

By: [Signature] / James A. Royo, President

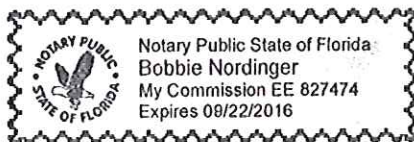
Sworn and subscribed before me this

22 day of March 2016.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/22/16



### **CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

**<http://www.keywestcity.com/egov/docs/1162843921181.htm>**



N/A

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name

Phone:

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

Fax:

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

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

\_\_\_\_\_  
Title or Rank

## 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 intact with Bid Bonds and affidavits   | [ 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 ] |
| 14. | Anti-Kickback Affidavit.   | [ X ] |
| 15. | Public Entity Crimes.  | [ X ] |
| 16. | Local Vendor Certification.  | [ X ] |
| 17. | Domestic Partner Affidavit   | [ X ] |
| 18. | City of Key West Indemnification Form.   | [ X ] |
| 19. | Cone of Silence Affidavit.   | [ X ] |

**Exhibit “A”**

**Addendums**



# **CITY OF KEY WEST**

3126 Flagler Avenue  
Key West, FL 33040

## **ADDENDUM NO. 1 SAILFISH PIER REPLACEMENT / ITB GB1503**

This Addendum is issued as supplemental information to the bid package for clarification or amending of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby added in accordance with the following items:

**ITB GB1503 Contract time has been reduced to 90 days to substantial completion.**

### **ITB Clarifications from mandatory Pre-Bid Meeting (March 9, 2016)**

- Contractor shall safely maintain one way traffic adjacent to staging area at all times. This is critical for the marina residents. See page C-02 for staging area location.
- Any required builders risk insurance is the responsibility of the contractor for the duration of the work.
- A benthic survey was completed. See attached for reference.
- City of Key West will be responsible for the temporary utility connections of boats relocated to Kingfish Pier.
- The contractor and its subcontractor(s) are fully responsible for any boats damaged during relocations. All relocations shall be fully coordinated with the City Marina Manager.
- Existing mooring piles at Kingfish Pier that impact the ability to relocate boats shall be removed and disposed of by the contractor. These piles shall not be replaced.
- All questions shall be submitted in writing to Karen Olson, Deputy Port Director, by 5:00 pm on March 14<sup>th</sup>.
- Contractor is responsible for paying the City of Key West permit fee. The cost for the permit shall be included in the mobilization/demolition line item.
- Pre-construction survey is contractor's responsibility.
- All Cleats Shall be 15" hex-head (by sea dog or approved equal)
- Contractor is responsible for removal of all existing concrete spalling debris that has fallen or will fall during demolition of existing pier. Costs for removal shall be included in the demolition line item.
- Any unexpected debris encountered shall be removed by contractor. An allowance line item has been added to the Bid form.
- Attached for your information is a video of the damage to the underside of the pier.
- Boat owners are responsible for removing and securing their items from the existing pier and piles.
- Existing fire cabinets shall be removed and disposed of by the contractor.
- New fire cabinets including the hoses and fire extinguisher will be provided by the City. Contractor is responsible for connections, piping, valves, etc.
- Existing electrical and water/sewer pedestals shall remove, securely stored, and re-installed by the contractor. Contractor is responsible for connections, piping, valves, etc. Two new electrical and water-sewer pedestal are required.

## ITB Questions Submitted

- Contractor to reuse existing G-cable.
- A copy of the pre-bid meeting sign-in sheet is attached.
- All piles to be coated with tar epoxy coating (exterior only) per manufacturer's specifications.
- Contractor is responsible for all on-site engineering and testing.
- City and City Engineer will be performing all inspections.
- Contractor will not be allowed to reuse existing piling location.
- Contractor will be permitted to spud barges overnight at the job site.
- May 1<sup>st</sup>, 2016 is the anticipated start date.
- Spiral welded steel pipe piles will not be allowed.

## ITB Revised ITB Documents

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Pages in the ITB Documents.

<u>Page(s)</u>	<u>Description</u>
00 41 13-7	Bid Form has been revised: <ul style="list-style-type: none"><li>• Line item "Mobilization" has been revised.</li><li>• Line item "Demolition" has been revised.</li><li>• Line item "Furnish and install Piles" has been revised.</li><li>• Line item "Furnish and install Mooring Piles" has been revised. Quantity increased from 14 to 16.</li><li>• "Allowance for unexpected debris to be removed by contractor" has been added</li><li>• An "Alternate Bid Item" has been added.</li></ul>
00 21 13-8	Time of Completion Section has been revised: <ul style="list-style-type: none"><li>• "The term of this contract is 90 calendar days" has been revised.</li></ul>
00 72 00-16	Paragraph #5.06 "Property Insurance" has been revised: <ul style="list-style-type: none"><li>• Unless otherwise provided in the Supplementary Conditions, <b>Contractor</b> shall purchase and maintain...</li></ul>
General Specifications	Paragraph #2 has been deleted.
Technical Specifications	TS-4.0 Section TS-4.1 has been revised: <ul style="list-style-type: none"><li>• "Dock Piling 14" or 20" (depending...)" has been revised.</li></ul> TS-6.0 Section TS-6.1 has been revised: <ul style="list-style-type: none"><li>• "Dock Piling will be 14" or 20" (depending...)" has been revised.</li></ul>

The following Plan Sheets have been revised and are included herein for replacement of the corresponding Sheets in the ITB Documents.

<u>Sheet(s)</u>	<u>Description</u>
C-05	Geometry Plan has been revised: <ul style="list-style-type: none"><li>• There are no 13" piles required.</li></ul>

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

  
\_\_\_\_\_  
Signature

Shoreline Foundation, Inc.  
Name Of Business



# Exhibit “B”

Licenses &  
City of Key  
West BTR

# 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:

Oper: KEYWBLD Type: QC Drawer: 1  
Date: 7/27/15 54 Receipt no: 38246  
2016 4139

OR LIC OCCUPATIONAL RENEWAL  
1.00 \$325.00

This document must be prominently displayed.

SHORELINE FOUNDATION 3898 \$325.00  
TX CHECK

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

SHORELINE FOUNDATION  
2781 SW 56TH AVE

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  
1.00 \$30.00

Trans number: 3056348  
CK CHECK 3093 \$30.00

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





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](http://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



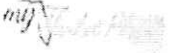
ISSUED: 06/04/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406040001725

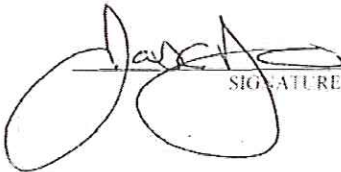


To find out about business and economic opportunities for Florida veteran business enterprises, as well as Florida's small minority and women-owned businesses, please contact or visit the Department of Management Service's Office of Supplier Diversity at: [http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.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](http://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](http://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 “C”**

**Experience  
Record &  
Contracts on  
Hand**



## PAST AND TECHNICALLY RELEVANT BUILDING EXPERIENCE

### **Project: Pier 66 Marina Redevelopment Phase I & II**

**Location:**

2301 SE 17<sup>th</sup> 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](mailto: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: Dania Beach Municipal Marina

### Location:

100 West Dania Beach Blvd.  
Dania Beach, FL 33004

### Owners Representative:

Ronnie S. Navarro, P.E.  
CITY OF DANIA BEACH  
1201 Stirling Road  
Dania Beach, FL 33004  
(954) 924-6808  
Fax: (954) 923-1109  
[rnavarro@ci.dania-beach.fl.us](mailto:rnavarro@ci.dania-beach.fl.us)

### Construction Dates:

START: 01/07/2013  
FINISH: 06/23/2014

### Construction cost:

\$6,186,787.00

### Change Orders:

Yes + \$105,856.49 (Totaling \$6,292,643.49)

### Project Status:

Completed

### SFI Project Manager:

Kevin Land

### SFI Project Superintendent:

Mike Bosowicz/Mark Posson

### Relevance/Scope of Work:

Engineer on record was Craven Thompson & Associates. The project consisted of a new seawall, a 120-slip floating dock system, and new Dock Master upland facilities, further described as the following: installation of 1,450 lf of precast concrete panel seawall with 12" concrete batter and king piles, topped with a 5'-0" wide poured-in-place concrete cap. A floating concrete dock system anchored with 14" precast concrete piles, and finished with 118 - 12" diameter wood mooring piles, equipped with electrical, water, sewer and fire services. Upland work includes underground utility services feeding the dock system, a new paver sidewalk, four (4) dock entry kiosk structures, over 100 electrical bollard lights, and the associated seawall landscaping. The new Dock Master facility includes a new 1-story dock master building structure designed with an office, lounge, men & women's restrooms, and laundry facilities for the boat owners. The facility is enclosed with an aluminum fence, a new Pavilion structure, and finished with architectural features including multiple benches, trash cans, BBQ grills, picnic tables, and an electronic fish cleaning and grinding facility.



Dania Beach Municipal Marina Renovation

SOUTH FLORIDA PHOTOS 06-24-14



Dania Beach Municipal Marina Renovation

SOUTH FLORIDA PHOTOS 06-24-14





## Project: NSU Seawall

### Location:

NSU  
3301 College Avenue  
Fort Lauderdale, FL 33314

### Owners Representative:

Cody Miller  
MOSS/ MILLER, LLC  
614 South Federal Highway  
Suite 300  
Fort Lauderdale, FL 33301  
(954) 524-5678  
Fax: (954) 524-5677  
[cmiller@millerconstruction.com](mailto:cmiller@millerconstruction.com)

### Construction Dates:

START: 10/18/2011  
FINISH: 1/9/2013

### Construction cost:

\$4,117,404.00

### Change Orders:

\$751,354.03 (Totaling \$3,366,049.97)

### Project Status:

Completed

### SFI Project Manager:

Charles Diveto

### SFI Project Superintendant:

Fred Maxwell

### Relevance/Scope of Work:

Project designed by Derose Engineering, this project included demolition, excavation and legal disposal of existing concrete seawall and bulkhead. Relocation of existing rip rap boulders. Installation of pre-cast concrete pile bulkhead with cast-in-place bulkhead cap. Aluminum floating dock marina. Pre-cast/ cast-in-place concrete wharf structure.



NSU Seawall Wharf and Marina



NSU Seawall Wharf and Marina







## Project: Blue Points Marina

### Location:

700 Scallop Drive  
Cape Canaveral, FL

### Owners Representative:

Charles Murray, Project Manager  
W&J CONSTRUCTION CORP.  
100 Eyster Blvd., Rockledge, FL 32955  
(321) 632-7660  
[charlie@wjconstruction.com](mailto:charlie@wjconstruction.com)

### Completion Date:

2/17/09

### Gross square feet of construction:

24,960

### Construction cost:

\$2,726,467

### Project Status:

Completed

### SFI Project Manager:

Matt Sturm

### SFI Project Superintendent:

Fred Maxwell

### Relevance/Scope of Work:

As designed by Coastal Systems International, Inc. for Bluepoints International Fisheries, Inc. this project included construction of 3,529 square feet fixed docks including a new fueling platform, installation of 4,980 square feet of Technomarine™ floating docks with round ICP concrete guide pile, aluminum gangways and associated accessories. SFI also installed (230) 18" diameter auger pile 105' deep directly adjacent to the existing seawall as the foundation for a new cast-in-place concrete forklift slab.

The multiple types of construction required to meet the owners schedule were carried out simultaneously. Thanks to careful coordination by our management and field staff with W&J and the owner, SFI delivered this project on-time and without incident.





# Exhibit “D”

## Proof of Insurnace

ACORD<sup>TM</sup>

## 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).

<b>PRODUCER</b> USI Insurance Services, LLC/CL P.O. Box 141916 Coral Gables, FL 33114-1916 305 669-6000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): E-MAIL: uslcerts@usi.biz ADDRESS:														
<b>INSURED</b> Shoreline Foundation Inc 2781 SW 56 Ave Pembroke Park, FL 33023-4166	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Commerce &amp; Industry Ins Co</td> <td>19410</td> </tr> <tr> <td>INSURER C: Starr Indemnity &amp; Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER D: American Family Home Ins Co</td> <td>23450</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	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:	
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## 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 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 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N H/A	19397854	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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	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 G. Baker*

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