

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

**BID FORM (ADDENDUM 3)**

To: The City of Key West

Address: 3140 Flagler Ave. Key West, Florida 33040

Project Title: Replacement of Tarpon Pier

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

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

Name: Shoreline Foundation, Inc.

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.

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

## LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$200 per day for each day that expires after the time specified for Final completion.

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

## ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, 4, 5 & 6 (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

## SALES AND USE TAXES

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

## PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not

BID FORM

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transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

#### COMBINED UNIT PRICE AND LUMP SUM WORK

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

#### PERMITS:

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

	Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>					
	Mobilization/staging and Demobilization	1	LS	\$ 100,114.81	\$ 100,114.81
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea	\$ 1,417.26	\$ 14,172.60
	Reassemble Kingfish Finger piers at end of project	10	ea	\$ 1,770.49	\$ 17,704.90
	Demolition of Existing wood and concrete Tarpon Pier	1	LS	\$ 43,293.38	\$ 43,293.38
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf	\$ 77.13	\$ 37,022.40
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf	\$ 59.02	\$ 211,881.80
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf	\$ 38.71	\$ 10,838.80
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea	\$ 6,065.13	\$ 60,651.30
	Piles 11-14 (24" dia)	4	ea	\$ 8,300.16	\$ 33,200.64
	Pile Collars	14	ea	\$ 211.94	\$ 2,967.16
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea	\$ 9,458.22	\$ 9,458.22
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS	\$ 105.97	\$ 10,808.94
	Electrical System per HSA Plans and Specifications	1	LS	\$ 191,469.64	\$ 191,469.64
	Potable Water System per HSA Plans and Specifications	1	LS	\$ 96,639.35	\$ 96,639.35
	Sewer System per HSA Plans and Specifications	1	LS	\$ 68,664.97	\$ 68,664.97
	Fire System per HSA Plans and Specifications	1	LS	\$ 85,831.21	\$ 85,831.21
	As-builts/Product information and Warranty Certificate Binder	1	LS	\$ 19,807.20	\$ 19,807.20
	IPE Decking for main Pier	4,350	SF	\$ 14.13	\$ 61,465.50
				<b>Total Base Bid</b>	<b>\$ 1,075,992.82</b>
<b>Alternate Bid Item 1 (Finger Piers)</b>					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf	\$ 62.30	\$ 124,600.00
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea	\$ 1,169.04	\$ 21,042.72
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea	\$ -5,086.49	\$ -20,345.96
	Piles 11-35 (18" dia)	25	ea	\$ 5,285.91	\$ 132,147.75
	Pile Collars (additional)	21	ea	\$ 517.58	\$ 10,869.18
	Furnish and install accessories (Cleats: Finger piers)	120	ea	\$ 105.97	\$ 12,716.40
	IPE Decking for Finger Piers	2,000	sf	\$ 14.13	\$ 28,260.00
				<b>Sub Total Alternate Bid Item 1 (Finger Piers)</b>	<b>\$ 309,290.09</b>
<b>Alternate Bid Item 2 (Work under Addendum 1)</b>					
	Addendum 1 Replacemnet of Bracing Wahoo and Kingfish Piers	92	ea	\$ 1,310.95	\$ 120,607.40
				<b>Total Base Bid plus Alternate Bid Item 1 and 2</b>	<b>\$ 1,505,890.31</b>
<b>Alternate Bid Item 3 (Composite Decking)</b>					
	Furnish Composite Decking (Main Pier)	4,350	sf	\$ -1.41	\$ -6,133.50
	Furnish Composite Decking (Finger Piers)	2,000	sf	\$ -1.41	\$ -2,820.00
				<b>Sub Total Alternate Bid Item 3): Indicaate as an Additive or deductive:</b>	<b>\$ -8,953.50</b>
				<b>Total Base Bid plus Alternate Bid Items 1, 2 and 3</b>	<b>\$ 1,496,936.81</b>

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

One Million Three Hundred Eighty Five Thousand Two Hundred Eighty Two Dollars

(Amount written in words has precedence)

and Ninety One Cents

TOTAL :

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

\$ 1,385,282.91

(numerals)

**SUBCONTRACTORS**

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

Nearshore Electric, Inc.

Name

5680 1st Avenue #5

Street

Stock Island

City

FL

State

33040

Zip

Gary's Plumbing

Name

6409 2nd Terrace, Suite 1

Street

Key West

City

FL

State

33040

Zip

Ravens Marine, Inc.

Name

3295 Orange Avenue

Street

Kissimmee

City

FL

State

34744

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 FL 33023  
Street City State Zip

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

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


James 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 18th day of September 2012.

  
\_\_\_\_\_  
Signature of Bidder James A. Royo  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 18 day of September 2012.


(SEAL)

Shoreline Foundation, Inc.

Name of Corporation

By:   
James A. Royo

Title: President

Attest:   
Secretary Barry S. Reed

**END OF SECTION**






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  
18th day of September, 2012

  
NOTARY PUBLIC, State of Florida  
at Large



My Commission Expires: 8/28/2016

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 City of Key West
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 N/A

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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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.)

James A. Royo  
(signature)  
September 18, 2012  
(date)

STATE OF Florida

COUNTY OF Broward

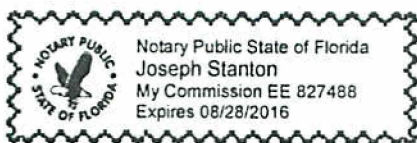
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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 18th of September, 2012.

My commission expires: 8/28/16

Joseph Stanton  
NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

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

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.

Contractor Name: Shoreline Foundation, Inc.

SEAL:

2781 SW 56 Ave, Pembroke Park, FL 33023

Address

  
\_\_\_\_\_  
Authorized Signature

James A. Royo

Print Name

President

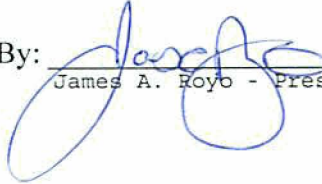
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Date: September 25, 2012

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )  
: SS  
COUNTY OF Broward )

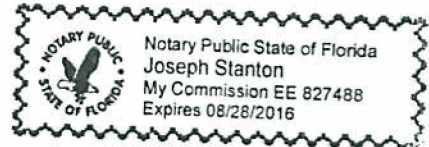
I, the undersigned hereby duly sworn, depose and say that the firm of Shoreline Foundation, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By:   
James A. Royo - President

Sworn and subscribed before me this

18th day of September, 2012.

  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 8/28/16

**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. See Attached "EXHIBIT C"
  
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>

AUGUST 21, 2012

BUSINESS LICENSE TAX  
RECEIPT/APPLICATION  
00 43 20 - 1

N/A

## Business License Tax Application

City of Key West  
City Hall Annex  
PO Box 1409  
Key West, FL 33041

Date Applied \_\_\_\_\_

License # \_\_\_\_\_

Phone 305-809-3955

Fax 305-809-3978

Business Type: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Location: \_\_\_\_\_

Business Owner: \_\_\_\_\_

State Licensed Qualifier (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

EIN / SS # \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
Applicant name (printed)                      Applicant signature                      Date

State of Florida  
County of Monroe

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

\_\_\_\_\_  
Signature of Notary Public                      (stamp or seal). Personally known \_\_\_\_  
Produced id \_\_\_\_\_

\_\_\_\_ Sales Tax number 3106 Flagler Ave 292-6735                      City utility acct \_\_\_\_\_

\_\_\_\_ Commercial garbage Waste Mgmt 296-8297                      \_\_\_\_\_

\_\_\_\_ Lease or deed

\_\_\_\_ State License DBPR 850-487-1395 / Dept Ag 305-470-6900

\_\_\_\_ Home occupation application

\_\_\_\_ Fictitious Name registration                      Previous use \_\_\_\_\_

\_\_\_\_ Corporate or LLC registration

\_\_\_\_ Liability / Worker's Comp                      Zoning \_\_\_\_\_

\_\_\_\_ Fire Inspector 292-8179

\_\_\_\_ CO / final inspection on any permits                      Category \_\_\_\_\_ Fee \$ \_\_\_\_\_

\_\_\_\_ Monroe County or local licensing

Licensed in accordance with Chapter 66, Key West Code of Ordinances

\_\_\_\_ Approved                      Denied / Reason \_\_\_\_\_

\_\_\_\_\_  
Licensing Official                      Date

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

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

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

\_\_\_\_\_  
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. See Attached "EXHIBIT A"   | [ x ] |
| 5.  | Subcontractors are named as indicated in the Proposal.   | [ x ] |
| 6.  | Experience record included. See Attached "EXHIBIT E"   | [ 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. See Attached "EXHIBIT B"   | [ 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<br>See Attached "EXHIBIT D"   | [ x ] |
| 14. | Anti-Kickback Affidavit.   | [ x ] |
| 15. | Public Entity Crimes.  | [ x ] |
| 16. | Local Vendor Certification.  | [ x ] |
| 17. | Domestic Partner Affidavit   | [ x ] |

**Exhibit “A”**

**Addendums**



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

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

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

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

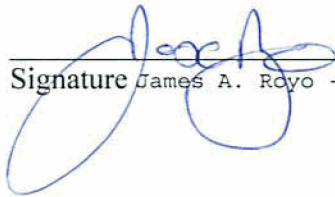
13. **AWARD OF CONTRACT**

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

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

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

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
\_\_\_\_\_  
Signature James A. Royo - President

Shoreline Foundation, Inc.  
Name Of Business



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

**ADDENDUM #2**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**6 September 2012**


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

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

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

- A. Public Liability Insurance in an amount not less than \$1,000,000 for any one person and not less than \$1,000,000 for any one accident.
- B. Property Damage Insurance in an amount not less than \$200,000.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
Signature James A. Royo - President

Shoreline Foundation, Inc.  
Name Of Business




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

**ADDENDUM #3**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**10 September 2012**

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

- The Bid Form is replaced with the attached
- Attached is the FDEP Permit: Contractors shall comply with this permit and assist the City with all reporting requirements. (Assisting the City with permit reporting requirements shall also apply to the ACOE and NOAA permits)
- No change to the bid due date results from this addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
Signature James A. Royo - President

Shoreline Foundation, Inc.  
Name Of Business



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

**ADDENDUM #4**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**14 September 2012**

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

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

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
Signature James A. Royo - President

Shoreline Foundation, Inc.  
Name Of Business




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

**ADDENDUM #5**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**17 September 2012**

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

- The bid due date is changed to 26 September at 3pm

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
Signature James A. Royo - President

Shoreline Foundation, Inc.  
Name Of Business



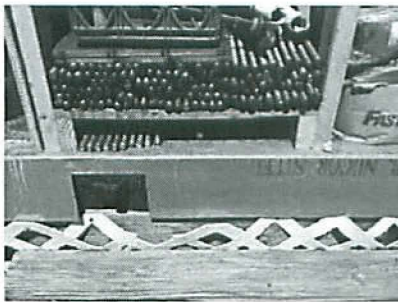


THE CITY OF KEY WEST  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #6**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**18 September 2012**

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

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



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

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

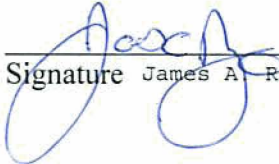
*attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the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

*These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.*

*The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.*

*The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.*

All Bidders shall acknowledge receipt and acceptance of this Addendum No 6 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
\_\_\_\_\_  
Signature James A. Royo - President

Shoreline Foundation, Inc.  
Name Of Business

**Exhibit “B”**

**Bid Bond**



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 19TH day of SEPTEMBER, 2012.

SHORELINE FOUNDATION, INC.

Principal

By: 

James A. Rivo - 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. 004708246

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

D. W. Matson III, and John W. Charlton

of the City of Coral Gables, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of January, 2012

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of SEPTEMBER, 2012.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# Exhibit “C”

## 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 13-00004139 CONTRACTOR - REG ENGINEERING II  
Issue Date: July 19, 2012 Expiration Date: September 30, 2013  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments:

This document must be prominently displayed.

SHORELINE FOUNDATION

SHORELINE FOUNDATION  
2781 SW 56TH AVE

MIRAMAR FL 33023

Draw: CHECKER Type: OC Drawer: 1  
Date: 7/24/12 55 Receipt no: 92570  
2013 4139  
OR LIC OCCUPATIO 1 \$309.75  
Trans number: 2802391  
OR CHECK 34265 \$309.75  
Trans date: 7/24/12 Time: 9:45:07

**2012 / 2013  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2013**

RECEIPT# 30140-63725

Business Name: SHORELINE FOUNDATION INC

Owner Name: JAMES ROYO  
Mailing Address: 2781 SW 56TH AVE  
PEMBROKE PARK, FL 33023

Business Location: 1 DOCKSIDE LN  
KEY LARGO, FL 33037  
Business Phone: 305-624-9770  
Business Type: CONTRACTORS (ENGINEERING CONT CLASS II B)

Rooms                      Seats                      Employees                      Machines                      Stalls

5

COMP CARD: ENG II 238B

STATE LICENSE: CGC058114

For Vending Business Only

Number of Machines:

Vending Type:

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 123-11-00007749 07/18/2012 20.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector  
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

# Exhibit “D”

## 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](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 AC# 4983871  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CGC1517337 06/03/10 090463415  
 CERTIFIED GENERAL CONTRACTOR  
 ROYO, JAMES ANTHONY  
 SHORELINE FOUNDATION INC  
 IS CERTIFIED under the provisions of Ch. 489 FS  
 Expiration date: AUG 31, 2012 L10060302423

DETACH HERE

AC# 4983871

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060302423

DATE	BATCH NUMBER	LICENSE NBR
06/03/2010	090463415	CGC1517337

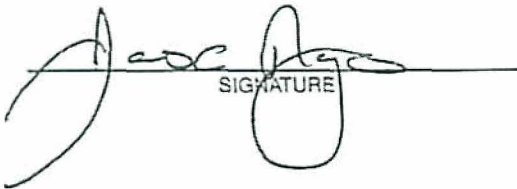
The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

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

CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



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 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 DBPR has a question about the authenticity of the document.

If applicable, DBPR will send a renewal notice to your last known address prior to the expiration date on your license. If you have not received your renewal notice, please call our Customer Contact Center at 850.487.1395 or email us at [callcenter@dbpr.state.fl.us](mailto:callcenter@dbpr.state.fl.us).

Please refer to your profession's governing statutes and administrative codes for further information regarding renewals. These may be viewed online at [www.MyFlorida.com/dbpr](http://www.MyFlorida.com/dbpr).

# *State of Florida*

## *Department of State*

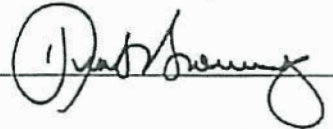
I certify from the records of this office that SHORELINE FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 2, 1986.

The document number of this corporation is J17125.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 12, 2012, and 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 Florida, at Tallahassee, the Capital, this the Thirteenth day of January, 2012*



*Secretary of State*



Authentication ID: 400218056804-011312-J17125

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

<https://efile.sunbiz.org/certauthver.html>

CITY OF KEY WEST  
CERTIFICATE OF COMPETENCY

= 763 THIS IS TO CERTIFY THAT  
James Royo

is duly registered as a  
Engineering Contractor

in conformity with the regulations of the City of Key West

Date Issued: 10/01/11 Exp Date: 09/30/13

By: John P. Wood  
CHIEF BUILDING OFFICIAL



**Exhibit “E”**

**Experience  
Record**



September 17, 2012

## PAST AND TECHNICAL RELEVANT BUILDING EXPERIENCE

### Project: Rickenbacker Causeway

**Location:**

Along the West Side of William Powell Bridge  
Key Biscayne, FL 33129

**Owners Representative:**

Nestor Melian  
MIAMI-DADE PUBLIC WORKS DEPARTMENT  
111 NW 1<sup>st</sup> Street, Suite 1420  
Miami, FL 33128  
(305) 375-2111  
Fax: (305) 375-2547  
[nestor@miamidade.gov](mailto:nestor@miamidade.gov)

**Construction Dates:**

START: 07/19/2010  
FINISH: 04/08/2011

**Construction cost:**

\$876,878.50

**Project Status:**

Completed

**SFI Project Manager:**

Charles Diveto

**SFI Project Superintendent:**

Sal Daher

**SFI Crew Foreman:**

Mike Bosowicz

**Relevance/Scope of Work:**

Demolition of the existing west fishing pier on the William Powell Bridge. Deploy the concrete material into Biscayne Bay as an artificial reef in an environmental sensitive area.



Rickenbacker Causeway  
West Fishing Pier Demolition



Newport Fishing Pier & Restaurant





September 17, 2012

## Project: Bicentennial Park Phases I-IV

### Location:

Downtown Miami, Florida

### Owners Representative:

Ms. Sandra Vega  
CITY OF MIAMI – CAPITAL IMPROVEMENTS  
444 S.W. 2<sup>nd</sup> Ave. Miami, FL 33130  
(305) 416-1280  
[svega@miamigov.com](mailto:svega@miamigov.com)

### Completion Date:

5/20/03 – 9/15/09

### Gross square feet of construction:

91,000

### Construction cost:

START: \$15,344,796.67  
FINISH: \$15,257,285.00

### Project Status:

All Phases Completed

### SFI Project Manager:

Carlos Varela

### SFI Project Superintendent:

Fred Maxwell

### SFI Crew Foreman:

Sal Daher

**Relevance/Scope of Work:** As designed by Edwards & Kelcey this Project required the stabilization of the Bicentennial Park Shoreline in downtown Miami, Florida. Constructed as a public-private partnership the work was comprised of 3,400 linear feet of steel sheet pile bulkhead, 10' high cast-in-place reinforced concrete bulkhead cap, 10' wide pedestrian walkway and placement

of 8,000 tons of rip-rap type limestone boulders along the newly constructed seawall. Careful coordination and cooperation between SFI and the City was required to insure and maintain public safety during construction while still allowing the remainder of the park to be used for public events. Our crews phased the Work as required by the Owner and completed the entirety of the work ahead of schedule with no recorded injuries or incidents to the public or our work force. SFI crews are currently constructing the fourth and final phase.





September 17, 2012

## Project: Dan Russell Pier

### Location:

Panama City,

### Owners Representative:

Mr. Dave Hemphill  
BASKERVILL - DONOVAN, INC.  
449 West Main Street,  
Pensacola, Florida 32591  
(850) 438-9661 ex. 4360  
[dkh@bdi-ac.com](mailto:dkh@bdi-ac.com)

### Gross square feet of construction:

65,000 +

### Construction cost:

\$7,703,237.00

### Project Status:

Dan Russell Pier- Completed 1/2010

### SFI Project Manager:

Carlos Varela

### SFI Project Superintendent:

Fred Maxwell

**Relevance/Scope of Work:** As designed by Baskerville-Donovan, Inc., this project required SFI to install 107' long 30" diameter octagonal concrete pile as the foundation for one of the longest piers on Florida's Gulf Coast. The new 1,500 foot long piers which extend into the Gulf of Mexico were constructed from the top down to avoid impact to the sensitive marine habitats in the surrounding waters. The installation of removable deck panels fastened to concrete beams allows wave energy to dissipate during periods of severe weather which are common in this location.

The Dan Russell Pier was completed ahead of schedule





September 17, 2012

## Project: MB Miller Piers

### Location:

Bay County, Florida

### Owners Representative:

Mr. Rick McAlmond  
BAY COUNTY PUBLIC WORKS Depart  
225 McKenzie Avenue,  
Panama City, FL 32401  
(850) 784-4060  
Fax: (850) 248-8343  
[www.co.bay.fl.us](http://www.co.bay.fl.us)

### Construction cost:

\$7,646,763.00

### Project Status:

MB Miller Pier- Complete 8/2010

### SFI Project Manager:

Carlos Varela

### SFI Project Superintendent:

Fred Maxwell

**Relevance/Scope of Work:** As designed by Baskerville-Donovan, Inc., this project required SFI to install 107' long 30" diameter octagonal concrete pile as the foundation for one of the longest piers on Florida's Gulf Coast. The new 1,500 foot long piers which extend into the Gulf of Mexico were constructed from the top down to avoid impact to the sensitive marine habitats in the surrounding waters. The installation of removable deck panels fastened to concrete beams allows wave energy to dissipate during periods of severe weather which are common in this location.

MB Miller Pier was completed ahead of schedule.





September 17, 2012

## 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.



September 17, 2012

## Project: Haulover Park Marina Phase II

### Location:

North Miami Beach, Florida

### Owners Representative:

Edgar Lugo  
MIAMI-DADE PARKS & RECREATION  
275 N.W. 2<sup>nd</sup> Ave., Miami, FL 33128  
(305) 755-7850  
[lugoc@miamidade.gov](mailto:lugoc@miamidade.gov)

### Completion Date:

May 2007 – January 2009

### Gross square feet of construction:

100,000 +

### Construction cost:

\$9,957,841.00

### Project Status:

Substantially Complete

### SFI Project Manager:

Carlos Varela

### SFI Project Superintendent:

Fred Maxwell

**Relevance/Scope of Work:** As designed by Coastal Engineering & Science, Inc. This project included construction of 625 linear feet of new pre-cast concrete bulkhead, 4 new main piers designed to accommodate 85 additional vessels. Along with excavating 47,000 cubic yards of existing material to create a new basin, upgrades to existing utilities including fire suppression, potable water, lighting and landscaping, two 90' deep injection wells were also constructed. This project was constructed in two phases so the existing commercial fishing fleet could remain operational during construction. This project required constant and precise coordination and scheduling with the owner and the engineer to minimize the impact to the public. This project was completed on time with no injuries to the public or our workforce.

Shoreline Foundation, Inc. is proud to have constructed this legacy project for the Miami-Dade Parks & Recreation Department.





September 17, 2012

## Project: Buttonwood Bay Marina

### Location:

96000 Overseas Highway  
Key Largo, FL 33037

### Owners Representative:

Lissette Lopez and Don Horton  
Buttonwood Bay Condominium Association,  
Inc.  
95000 Overseas Highway, Key Largo, FL 33037  
(305) 852-9607

### Completion Date:

August 28, 2009

### Construction cost:

\$1,978,135.00

### Project Status:

Completed

### SFI Project Manager:

Matt Sturm

### SFI Project Superintendent:

Fred Maxwell

**Relevance/Scope of Work:** Removing, Replacing and or installation of over 500 wood piles, 140 finger piers, fender piles, bumper piles, plastic pile caps, concrete dock cap and face, and any associated accessories.

Also includes Electrical and Plumbing, remove and replacement of all piping and wiring and replacement according to local and state cods in effect at the time of installation.







September 17, 2012

## Project: Founders Park Marina

### Location:

Islamorada, Florida

### Owners Representative:

Myles E. Milander, Director of Public Works  
VILLAGE OF ISLAMORADA  
81990 Overseas Highway, Islamorada, FL 33036  
(305) 664-6400  
[myles.milander@islamorada.fl.us](mailto:myles.milander@islamorada.fl.us)

### Completion Date:

8/31/2008

### Gross square feet of construction:

14,954

### Construction cost:

\$3,900,820

### Project Status:

Completed

### SFI Project Manager:

Matt Sturm

### SFI Project Superintendent:

Fred Maxwell

**Relevance/Scope of Work:** As designed by Coastal Planning & Engineering, this project consisted of 2,100 linear feet of fixed dock and finger pier replacement, bulkhead repairs, and upgrades to electrical, plumbing, fire suppression and fuel systems. As required by the owner, this project was constructed in three phases, keeping the facility operational throughout the construction process.

SFI project management and field staff were in daily communication with the owner and engineer to coordinate activities and minimize impacts to the facility and to the public.

SFI also carefully scheduled and coordinated with our professional subcontractors throughout construction. The project was completed on time

with no safety incidents or disruption to the operation of the facility or the public. SFI is proud to be associated with a successfully completed project that brings such a valuable facility to the local community.





September 17, 2012

## Project: La SIESTA RESORT - MARINA

**Location:**

Islamorada, Florida

**Owners Representative:**

Mr. David Brasher  
OLI DEVELOPMENT, LLC  
81001 Overseas Highway Islamorada, FL 33036-3770  
(305) 664-3955  
DBrasher@mottagroup.com

**Completion Date:**

June 2008

**Construction cost:**

\$3,525,113.29

**Project Status:**

Completed

**SFI Project Manager:**

Matt Sturm

**SFI Project Superintendent:**

Fred Maxwell

**Relevance/Scope of Work:** As designed the Project required the installation of 1,500 lineal feet of seawall, dock and 9,600 tons of protective rock jetties.

Our crews performed the Work as required by the Owner and the Engineer and completed the entirety of the Work ahead of schedule with No recorded injuries to the public or our manpower.





September 17, 2012

## Project: Rybovich Marina

### Location:

West Palm Beach Florida

### Owners Representative:

William Cottle  
BALFOUR BEATTY CONSTRUCTION  
4200 N. Flagler Drive,  
West Palm Beach FL 33407  
(954) 585-4000  
[wcottle@balfourbeattyus.com](mailto:wcottle@balfourbeattyus.com)

### Completion Date:

10/04/07

### Gross square feet of construction:

60,000 +

### Construction cost:

\$7,709,724.00

### Project Status:

Completed

### SFI Project Manager:

Matt Sturm

### SFI Project Superintendant:

Fred Maxwell

**Relevance/Scope of Work:** As designed by Coastal systems International this project consisted of installation of approximately 2,000 linear feet of steel sheet pile bulkhead with a cast-in place concrete cap, construction of a 600' long breakwater. Installation of 18" square concrete piling to support cast-in place concrete piers to accommodate the largest travel lift (660 ton) in Florida. This project also included installation of 20" steel pipe pile for the new 149-slip Bellingham Marine Floating dock system. SFI delivered this project on-time and under budget.

