

BID FORM

To: City of Key West, Florida
Address: 3126 Flagler Avenue, Key West, Florida 33040
Project Title: **KEY WEST BIGHT SHORELINE PROTECTION**
Project No.: ITB #020-16

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

Company Name: Shoreline Foundation, Inc.

Contact Name & Telephone #: James A. Royo (954) 985-0460

Email Address: tony@shorelinefoundation.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid,

furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within ninety (90) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

ADDENDA

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

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM WORK ITEMS

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

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

BID SCHEDULE

KEY WEST BIGHT SHORELINE PROTECTION

LUMP SUM BID PRICE

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

1. Repairs and shoreline rip-rap protection per Stantec plans (includes all labor equipment and material, including mobilization, demobilization and demolition)

1 LS \$ 231,342.00

2. General Supplemental Conditions and Permits

1 LS \$ 1,520.00

3. Performance / Payment Bond

1 LS \$ 4,565.00

4. Safety Act

1 LS \$ 1,628.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 – 4 \$ 239,055.00

Two Hundred Thirty-Nine Thousand, Fifty-Five Dollars & Zero Cents
(amount written in words)

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

<u>Mobilization / Demobilization</u>	<u>\$19,423.00</u>
<u>Repairs & Shoreline Rip-Rap Permit Protection</u>	<u>\$216,480.00</u>
<u>General Supplemental Conditions</u>	<u>\$1,520.00</u>
<u>Performance / Payment Bonds</u>	<u>\$1,628.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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:

Maintenance of Traffic
Portion of Work

ACME Barricades
Name

3400 Burris Road, Davie, Florida, 33314
Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

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
(305) 662-3852 Dinia Cavalier
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Shoreline Foundation, Inc.
doing business
at
2781 SW 56th Avenue,, Pembroke Park, Florida, 33023
Street City State Zip
tony@shorelinefoundation.com
email address

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

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

Name	Title
<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>
<u></u>	<u></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 7th day of June
20 16.

(SEAL)

Shoreline Foundation, Inc.
Name of Corporation

By

Title President

Attest

Secretary

Barry S. Reed

EXPERIENCE OF BIDDER

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

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

Please see attached "Exhibit D"

* * * * *

FLORIDA BID BOND

BOND NO. N/A BID BOND

AMOUNT: \$ _____

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

hereinafter called the PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY

OF AMERICA

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

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

in the State of CONNECTICUT

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

CITY OF KEY WEST

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Shoreline Protection, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE

for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #020-16 KEY WEST BIGHT SHORELINE PROTECTION

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

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

Signed and sealed this 8TH day of JUNE, 2016.

By  _____
PRINCIPAL

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

By  _____
Attorney-In-Fact D. W. MATSON III



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. 006656049

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 Broward)

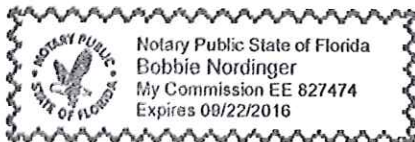
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Shoreline Foundation, Inc.

Sworn and subscribed before me this 10 day of June 2016

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

**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 _____

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 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.)

(signature)

6/7/16

(date)

STATE OF Florida

COUNTY OF Broward

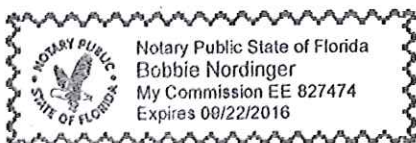
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 6 day of June, 2016

My commission expires:

9/22/16



(signature)
NOTARY PUBLIC

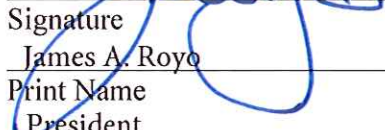
CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR: Shoreline Foundation, Inc.

SEAL:

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


Signature
James A. Royo
Print Name
President
Title

DATE: 6/7/16

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

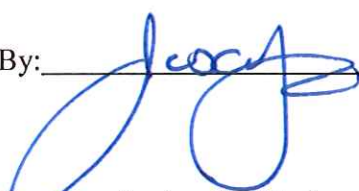
STATE OF Florida)

: 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:  / James A. Royo, President

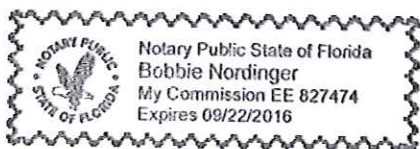
Sworn and subscribed before me this 7th day of June 20 16.

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.

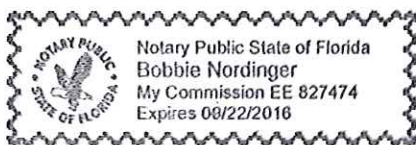
By: _____

Sworn and subscribed before me this

6 day of June 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/22/16



* * * * *

**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

- 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 Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

Shoreline Protection Required Forms

BIDDER'S CHECKLIST

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

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

Exhibit “A”

Addendums

CITY OF KEY WEST

3126 Flagler Avenue
Key West, FL 33040

ADDENDUM NO. 1 KEY WEST BIGHT SHORELINE PROTECTION / ITB #020-16

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 addended in accordance with the following items:

ITB Questions Submitted

1. Is the contractor allowed to do work from water instead of upland areas to minimize conflicts with the existing utilities?
Per the permit requirements, all work shall be performed from landside only.
2. Is there any City of Key West approved disposal site to dump the riprap debris?
It is contractor's full responsibility for disposal of all debris.
3. Please clarify the major scope of work for this project is to remove all the existing riprap and replace it with new riprap?
Yes, scope of work is to remove all existing riprap and replace with new, including all debris encountered, see page 67 of the Contract documents.
4. Refer to drawing C-5 notes for Sequence of Work; is the contractor allowed to reuse existing riprap?
Bid to be based on full replacement of riprap. The City reserves the right to coordinate re-use of any existing material after contract award.
5. Refer to drawing C-4 and C-5; clarify does the scope of work requires only to remove and replace the riprap as per the quantities mentioned in note 1 and note 2?
Refer to question #19.
6. Refer to sheet C-6 and specs section 02510; clarify the minimum thickness of blanket as in drawing it is between 2' to 3' varies per section but in specs minimum blanket thickness is 3.5'.
Use 3.5' thickness per Specs 02510.
7. Please provide the location for staging area to stock pile materials.
Please refer to page C4 on plans.
8. Kindly provide specs for non-woven geotextile.
Please refer to FDOT Section 985.
9. Besides the permit(s) attached with the bid documents, kindly provide the details of other permits required to be obtained by the contractor?
A City of Key West Right-of-Way permit will also be required.

10. Refer to bid schedule item 4 "Safety Act"; kindly provide the pay item description.
The full description is "Compliance with OSHA Trenching and Excavation Safety Act".
11. Refer to drawing C5; provide the specs for sub grade material which is going to be placed under the riprap.
Use a well-graded mixture of clean aggregate stone size so that 50% is larger than a rock diameter of 3.66" to a maximum of 5.5" with a minimum blanket thickness of 8.25".
12. Due to limited working space on uplands is the contractor allowed to partially close down Trumbo Road?
Trumbo is access to the Coast Guard base and cannot be closed. Although the City may allow a lane closure with appropriate MOT.
13. Kindly provide the names of marine life authorizations discussed before the beginning of the site visit. Is there any fee required to obtain these authorizations?
The project was authorized by the Florida Keys National Marine Sanctuary to the City of Key West. There are no fees associated with this authorization. All environmental permits are in place.
14. There are existing steel pipe piles and timber piles on site. Is the contractor responsible to remove and dispose these piles?
Steel piles and wood piles will be removed by others prior start of construction.
15. There is an existing mangrove within the construction limit, is the contractor allowed to remove this mangrove? Is there any permit required to remove the mangrove?
Yes. The permits to remove the mangroves have been issued to the City of Key West. All environmental permits are in place.
16. What are the licensing requirements for this job? Is the contractor required to hold an active state of Florida General Contractor's license?
Contractor is required to hold a minimum of a General Service Contractors license for riprap, excavation or similar activity.
17. If all operations are land based as specified, is longshoreman's insurance required?
Yes
18. Please clarify that none of the existing materials such as rip rap rock/ broken concrete are to be used in new construction.
Refer to question #4.
19. Plan sheets C4, C5 and C8 have tables indicating the total area of new rip rap to be 2966 square feet and a volume of 136 cubic yards. The specification 02510 Shoreline Protection – Rip Rap, Part 2, 2.1 has the minimum blanket thickness in feet for the Rip Rap shown at 3.5 feet. If you take the area given of 2966 square feet times the thickness required by the specification, the volume would be 384.48 cubic yards. Which is correct the volume of 136 cubic yards or the volume of 384.48 cubic yards?
Use 384.48 cubic yards.
20. Plan sheet C5, Shoreline Protection Typical Section, shows armor stone, clean subgrade material and non-woven textile fabric. There is no specification for the clean subgrade

material or a thickness this layer needs to be. Can you provide a specification and thickness for this material and how it relates to the Rip Rap?

Refer to question #11.

21. Specification Section 02510 Shoreline Protection, Section 3.2 Subgrade Preparation, states "When fill to subgrade lines is required, it shall consist of approved material." What is an approved material? Is it different from the clean subgrade material referenced in Question 20?

Refer to question #11.

22. Plan sheet C7 has a table labeled Riprap area and Volume Summary; do you have a table for the earthwork cut and fills shown on the cross sections provided?

No.

23. It looks like in order to perform the work construction equipment may be operating from the roadway. Are we allowed to close the road during construction?

Refer to question #12.

24. Will the overhead power lines directly above the work area be de-energized for construction?

No.

25. Are there any restrictions working in the Navy Security Zone.

There is no restriction.

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.

Supplemental Conditions page 59 Article 39 "Codes, Ordinances, Permits, and Licenses"
Article 39.B.1: Delete reference to Engineering Contractor Class I License

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”

City of Key West Tax Receipt's

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

OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00

This document must be prominently displayed.

SHORELINE FOUNDATION 3030 \$325.00

SHORELINE FOUNDATION
2781 SW 56TH AVE

Trans date: 7/27/15 Time: 11:37:10

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 CtlNbr:0024493
Location Addr 2781 SW 56TH AVE
Lic NBR/Class 17-00030164 COMPETENCY CARD
Issue Date: July 13, 2015 Expiration Date: September 30, 2017
License Fee \$30.00
Add. Charges \$0.00
Penalty \$0.00
Total \$30.00
Comments: COMP CARD #763 FOR ENGINEERING I CONTRACTOR

ROYO JAMES
2781 SW 56TH AVE

MIRAMAR FL 33023

Oper: KEYWBLD Type: OC Drawer: 1
Date: 7/13/15 51 Receipt no: 28304
2017 30164
OR LIC OCCUPATIONAL RENEWAL
Trans number: 1.00 \$40.00
CK CHECK 3093 \$30.00

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

Exhibit “C”

License’s

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 Diefmer
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>



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

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

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

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

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



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1517337

ISSUED: 06/04/2014

CERTIFIED GENERAL CONTRACTOR
ROYO, JAMES ANTHONY
SHORELINE FOUNDATION INC

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

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1517337

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

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



ISSUED: 06/04/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406040001725



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



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

AC# 465100


SIGNATURE

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

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

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

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

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

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

AC# 465100

Exhibit “D”

**Past
Experiences**



Project: Gator Lake Shoreline Stabilization (Project # 80088C)

Location:

St. Andrews State Park District-1 Bay County
Panama City, FL-32408

Owners Representative:

W. Davis Bell-Project Manager
Bureau of Design and Construction
Florida Department of Environmental Protection
3800 Commonwealth Boulevard 260E, MS 520
Tallahassee, FL 32399
850-245-2674 (Office)
Davis.Bell@dep.state.fl.us

Engineer of Record (EOR):

Michael R. Dombrowski, P.E.-President
MRD Associates, Inc.
543 Harbor Boulevard, Suite 204
Destin, Florida 32541
850-654-1555 (Office)
850-654-0550 (Fax)
md@mrd-associates.com

Construction Dates:

NTP: 7/6/15
Finish: 1/15/16

Construction cost:

\$1,906,888.99

Change Order:

\$1,988.99 (Included in Construction Cost)

Project Status:

Completed

SFI Project Manager:

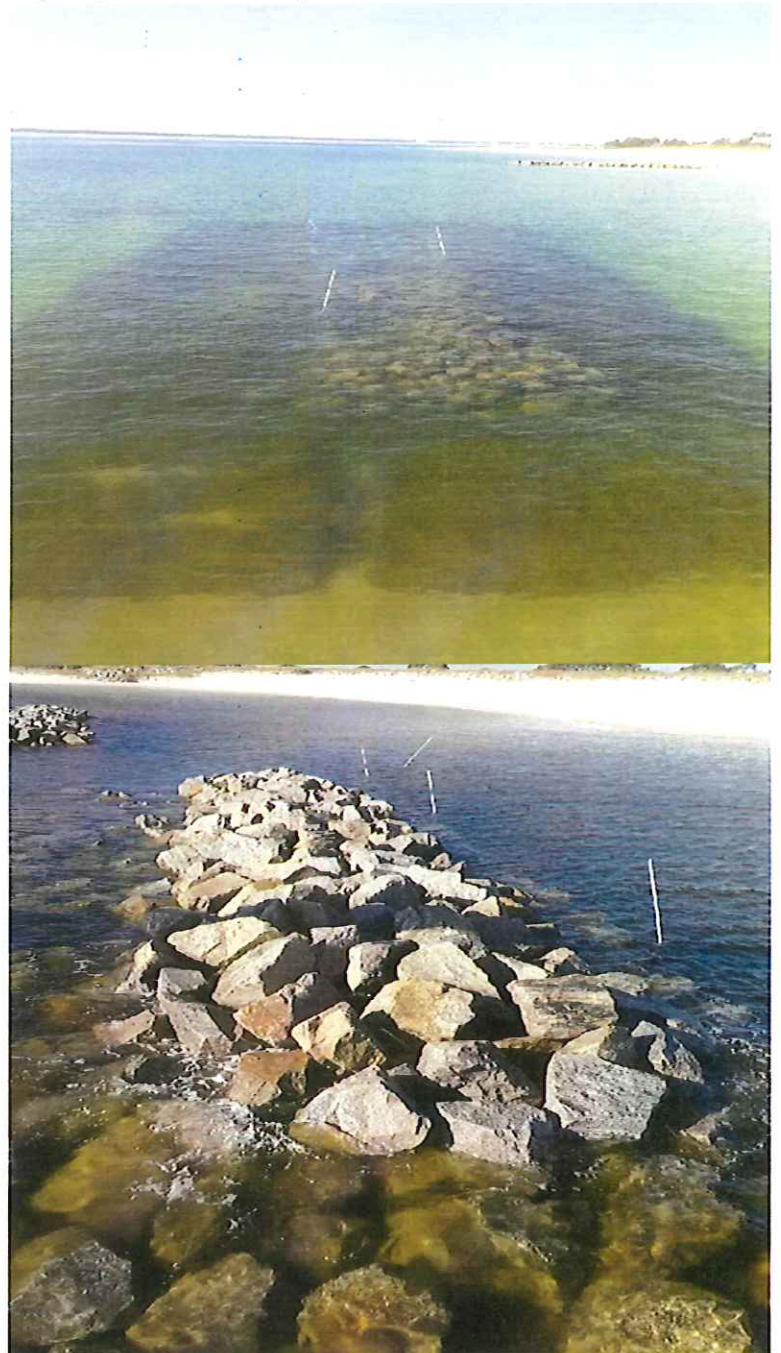
Jawaid Karamat

SFI Project Superintendent:

Sal Daher

Relevance/Scope of Work:

The project is located along the interior northwest shoreline of St. Andrews Bay entrance within the St. Andrews State Park, Bay County FL. Project consist of the construction of four (4) Breakwater Structures (48'x 120') each , one (1) Groin Structure (48'x 200') & four (4) Warning Signs & Marine Navigational Lights on Timber Piles. The construction of the four (4) Breakwater Structures included the placement of approximately 5,600 Tons of Armor Stone, approximately 1,175 Tons of Core Stone placed on 23,040 square feet of Marine Mattress filled with approximately 1,900 Tons of Bedding Stone. The construction of Groin Structure included the placement of approximately 2,265 Tons of Armor Stone, approximately 326 Tons of Core Stone placed on 10,800 square feet of Marine Mattress filled with approximately 865 Tons of Bedding Stones.





Project: CR 880 Twenty Mile Bend

Location:

Twenty Mile Bend, Loxahatchee, FL 33470

Owners Representative:

PALM BEACH COUNTY

Stephen O'Neil – Project Manager

2300 North Jog Road, 3rd Floor

West Palm Beach, FL 33411

(561) 684-4180 (Phone)

(561) 684-4165 (Fax)

soneil@pbcgov.org

Construction Dates:

04/28/15 – 10/23/15

Construction cost:

\$4,064,012

Change Orders:

Yes \$113,374.84

Project Status:

Completed

SFI Project Manager:

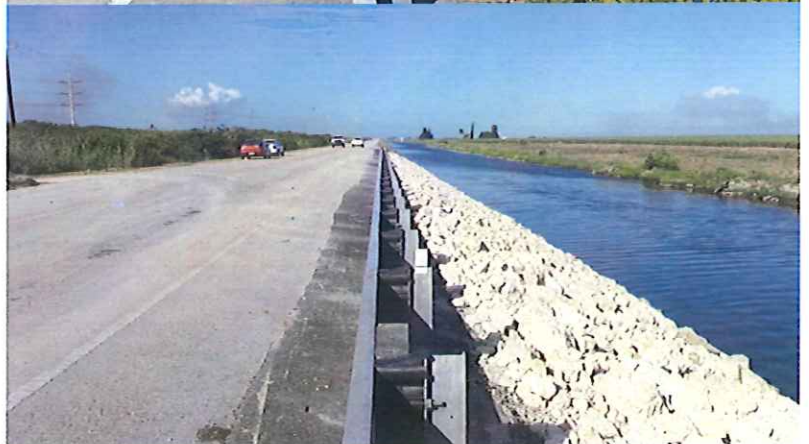
Mark Osburn

SFI Project Superintendent:

Sal Daher

Relevance/Scope of Work:

3,500 LF (+/-) of Bank Stabilization (Bedding Stone & Rip-Rap), Misc., Asphalt and Guardrail.





Project: C-44 RESERVOIR/STA PROJECT SYSTEM DISCHARGE

Location:

17906 SW Citrus Blvd.
Palm City, FL 34990
(Indiantown, Martin County, Florida)

Owners Representative:

Jennifer M. Gent, P. E.
Engineering Construction Manager
South Florida Water Management District
3310 gun Club Road
West Palm Beach, FL 33406
561-682-2668 (Office)
561-628-5977 (Cell)
jgent@sfwmd.gov

Construction Dates:

Notice to Proceed: September 22, 2014
Milestone No. 1: January 31, 2015
Substantial Completion: September 22, 2015
Final Completion: November 22, 2015

Construction cost: \$ 5,377,745.00

Change Orders: None

Project Status: completed

SFI Project Manager:

Hank Yuan

SFI Project Superintendent:

Bob Brady

Relevance/Scope of Work:

The client is SFWMD and USACE, Construction Manager is Parson Brinkerhoff and Engineer of Record is HDR.

The C-44 System Discharge Project provide discharge features form C-44

Reservoir/Stormwater Treatment Area. Features including the construction of structure S-404; Construction of C-402 discharge canal; and construction of a new project office compound for SFWMD and USACE; the scope of work includes all associated site development such as clearing and grubbing, excavation and backfill, access roads, installation of drainage swales and culvert structures, guardrail, asphalt paving, pre-stressed concrete pilings for stilling well platforms, miscellaneous steels, security fencing, instrumentation; Remote Terminal Unit (RTU) monitoring system, utilities, sodding/grassing for the features.





Structure S-404 is a 120 foot wide fixed-crest concrete spillway with an integral gated low level discharge structure. The location of the structure is in an existing canal. Therefore, to construct the S-404, SFI designed and constructed a temporary by-pass to divert the canal flow and constructed a coffer dam with well point dewatering system. Additionally, the S-404 includes sheet pile cut off walls beneath the concrete foundation, wing walls are 16.5 feet tall and the height of the spillway ogee is 9 foot tall.

The C-402 is a 1,500 foot long discharge canal, the canal embankment is lined with rip rap protection, and the canal crosses beneath a Citrus Blvd. Bridge. Construction of the discharge canal required earthwork and partially dewater the canal for rip rap installation. Also, the scope of the work including relocation of a telephone line crossing the C-402.



C-44 Reservoir / Station Project
System Discharge



SFWMD Field Project Compound; scope of work includes providing subgrade backfill and installation of associated access road and drainage features, furnish and install a 6 module field office facility and construction of a screen in porch, provide a well water system, provide electrical services, installation of sanitary holding tank and sanitary piping system, provide a microwave communication system including computer wiring to all offices, install a security fence, provide and install all required new office furniture. Additionally, SFI is responsible to provide relocation services to move SFWMD into the new facility. SFI is also responsible to provide operational and maintenance services for the complex throughout the length of our contract.



Project: City of Northport Water Structure

Location:

Intersection of Northport Blvd. and Municipal Ct.
Northport, FL 34287

Owners Representative:

Elizabeth Wong, P.E. Stormwater Manager
City of Northport Public Works
1100 N. Chamberlain Blvd.
Northport, FL 34286
(941) 240-8321
Fax: (941) 240-8073
ewong@cityofnorthport.com

Construction Dates:

START: 03/25/13
FINISH: 01/31/14

Construction cost:

\$1,164,921.00

Change Orders:

Yes (-\$15,450.00)

Project Status:

Completed

SFI Project Manager:

Charles Diveto

SFI Project Superintendant:

Stephen Thompson

Relevance/Scope of Work:

Remove and replace the existing Water Control Structure No. 101 Structure with new metal catwalk, Equipped with fully automated instrumentation.





Project: E.W.P. Canals 26, 28 & 29 Bank Stabilization and Debris Removal

Location:

E.W.P. Canals 26, 28 and 29
Lauderhill, FL 33351

Owners Representative:

Indar Maharaj (Project Manager)
CITY OF LAUDERHILL
2102 NW 49th Avenue.
Lauderhill, FL 33313
(954) 730-4225
Fax: (954) 730-4227
indarmaharaj@laudershill-fl.gov

Construction Dates:

START: 8/7/2012
FINISH: 11/15/2012

Construction cost:

\$2,910,778.73

Change Orders:

\$953,386.42 (Totaling \$3,864,165.15)

Project Status:

Completed

SFI Project Manager:

Charles Diveto

SFI Project Superintendant:

Darrin Miller

Project Engineer:

ADA Engineering, Inc.

Relevance/Scope of Work:

Demolition and reconstruction of 3,995 L/F of existing canal banks utilizing sand cement bags (3,208 L/F), rip rap boulders, bedding stone, filter fabric (245 L/F), steel sheet piling with steel cap (1,469 L/F), sod, fencing, irrigation and geotube (540 L/F). The sand cement bags were covered in shotcrete (Gunite).



CANAL 26 POST CONSTRUCTION



CANAL 28 POST CONSTRUCTION



CANAL 29 POST CONSTRUCTION

Exhibit “E”

Proof of Insurance

ACORD_{TV}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2015

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		UM00027959MA15A	01/15/2015	01/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UM00028190MA15A	01/15/2015	01/15/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/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. Baskin

© 1988-2014 ACORD CORPORATION. All rights reserved.