

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **DOCK REPAIR & PILING REPLACEMENT
KEY WEST HISTORIC SEAPORT**
Project No.: ITB #20-005

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.

| Type of Insurance | Limits | Comments |
|-------------------------------|-------------------------------------|---|
| Commercial General Liability | \$1,000,000 | The proposers may have these coverages combined in 1 policy |
| Watercraft Liability | \$1,000,000 | |
| Business Automobile Liability | \$1,000,000 | |
| Workers' Compensation | Statutory | |
| Employers Liability | \$1,000,000/\$1,000,000/\$1,000,000 | |
| USL&H and Jones Act Coverage | \$1,000,000 | |

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.

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 \$500.00 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, 2, _____, _____. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

UNIT PRICE 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 unit price amounts.

The Bidder agrees that the unit price 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

DOCK REPAIR & PILING REPLACEMENT KEY WEST HISTORIC SEAPORT

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor (including installation), equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization, General/Supp Conditions and Demobilization

| | | | |
|-----------------------------|----|---------------------------------|---------------------|
| a. Mobilization | 1 | each | \$ <u>40,000.00</u> |
| b. General/Supp. Conditions | 1 | each | \$ <u>5,000.00</u> |
| c. Demobilization | 1 | each | \$ <u>7,000.00</u> |
| 1 | LS | (10% of Construction Cost Max.) | \$ <u>52,000.00</u> |

2. Payment and Performance Bonds

| | | | |
|---|----|--|---------------------|
| 1 | LS | | \$ <u>10,858.00</u> |
|---|----|--|---------------------|

3. Permit Fees (to be paid at cost)

| | | | |
|---|----|--|---------------------|
| 1 | LS | | \$ <u>15,000.00</u> |
|---|----|--|---------------------|

4. Epoxy Coated Steel Mooring Piles w/ cap, line holder and fender (includes all labor, equipment, disposal and material)

| | | | |
|---|----|--------------------------------|----------------------------|
| 8 | EA | Unit Price \$ <u>15,000.00</u> | TOTAL \$ <u>120,000.00</u> |
|---|----|--------------------------------|----------------------------|

5. 12" dia. x 35' Piles (includes all labor, equipment, disposal and material)

| | | | | |
|-----------|----|----|-------------------------------|--------------------------------|
| Dock Pile | 58 | EA | Unit Price \$ <u>3,625.00</u> | Sub-total \$ <u>210,250.00</u> |
|-----------|----|----|-------------------------------|--------------------------------|

| | | | | |
|---------------------|---|----|-------------------------------|-------------------------------|
| Fender/Mooring Pile | 6 | EA | Unit Price \$ <u>3,625.00</u> | Sub-total \$ <u>21,750.00</u> |
|---------------------|---|----|-------------------------------|-------------------------------|

| | | | | |
|-------|--|--|--|----------------------|
| TOTAL | | | | \$ <u>377,858.00</u> |
|-------|--|--|--|----------------------|

6. Additional 12" dia. x 35' Piles (location TBD) (includes all labor, equipment, disposal and material)

| | | | | |
|---------------------|---|----|-------------------------------|-------------------------------|
| Dock Pile | 5 | EA | Unit Price \$ <u>3,625.00</u> | Sub-total \$ <u>18,125.00</u> |
| Fender/Mooring Pile | 5 | EA | Unit Price \$ <u>3,625.00</u> | Sub-total \$ <u>18,125.00</u> |
| | | | TOTAL | \$ <u>36,250.00</u> |

7. 3x8 Horizontal Timbers (includes all labor, equipment, disposal and material)

| | | | | |
|------|---|----|-----------------------------|------------------------------|
| 7'L | 3 | EA | Unit Price \$ <u>725.00</u> | Sub-total \$ <u>2,175.00</u> |
| 8'L | 1 | EA | Unit Price \$ <u>725.00</u> | Sub-total \$ <u>725.00</u> |
| 10'L | 8 | EA | Unit Price \$ <u>725.00</u> | Sub-total \$ <u>5,800.00</u> |
| 11'L | 2 | EA | Unit Price \$ <u>725.00</u> | Sub-total \$ <u>1,450.00</u> |
| 12'L | 2 | EA | Unit Price \$ <u>725.00</u> | Sub-total \$ <u>1,450.00</u> |
| 15'L | 5 | EA | Unit Price \$ <u>725.00</u> | Sub-total \$ <u>3,625.00</u> |
| | | | TOTAL | \$ <u>15,225.00</u> |

8. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)

| | | | | |
|------|---|----|-----------------------------|--------------------------|
| 12'L | 8 | EA | Unit Price \$ <u>725.00</u> | TOTAL \$ <u>5,800.00</u> |
|------|---|----|-----------------------------|--------------------------|

9. Timber Supports w/ hardware (includes all labor, equipment, disposal and material)

| | | | | |
|--|---|----|-------------------------------|--------------------------|
| | 3 | EA | Unit Price \$ <u>1,770.00</u> | TOTAL \$ <u>5,310.00</u> |
|--|---|----|-------------------------------|--------------------------|

10. 26" x 1/2" dia. SS All-Thread Hardware Assembly w/ 2x Nuts and Washers (includes all labor, equipment, disposal and material)

| | | | |
|-----|----|----------------------------|---------------------------|
| 550 | EA | Unit Price \$ <u>93.00</u> | TOTAL \$ <u>51,150.00</u> |
|-----|----|----------------------------|---------------------------|

11. 8" x 1/2" dia. SS Epoxy Anchor Bolts (includes all labor, equipment, disposal and material)

| | | | |
|----|----|-----------------------------|--------------------------|
| 22 | EA | Unit Price \$ <u>225.00</u> | TOTAL \$ <u>4,950.00</u> |
|----|----|-----------------------------|--------------------------|

12. Conical PVC/HDPE Pile Caps (includes all labor, equipment, disposal and material)

| | | | |
|----|----|----------------------------|------------------------|
| 10 | EA | Unit Price \$ <u>95.00</u> | TOTAL \$ <u>950.00</u> |
|----|----|----------------------------|------------------------|

13. Remove and Re-install Utility Pedestal (includes all labor, equipment and material)

2 EA Unit Price \$ 1,500.00 TOTAL \$ 3,000.00

14. Remove and Re-install Electrical Transformer (includes all labor, equipment and material)

1 EA Unit Price \$ 3,000.00 TOTAL \$ 3,000.00

15. General Allowance (only to be used with Owner's written approval)

1 LS \$ 35,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 15 \$ 590,493.00

Five Hundred Ninety Thousand Four Hundred Ninety-Three 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>Replace Pile</u> | <u>*Please see bid schedule for amounts.</u> |
| <u>Replace Timber</u> | <u></u> |
| <u>Replace Hardware</u> | <u></u> |
| <u>Installation of Mooring Pile</u> | <u></u> |
| <u>Installation of Pile Caps</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:

Electrical
Portion of Work

Nearshore Electric Key West
Name

568 1st Avenue #5, Key West, FL, 33040
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

If Sole Proprietor or Partnership

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

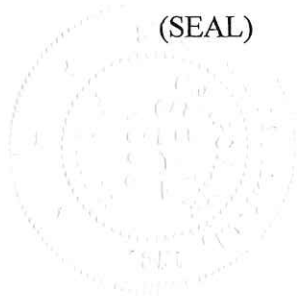
Signature of Bidder

Title

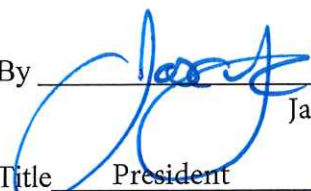
If Corporation

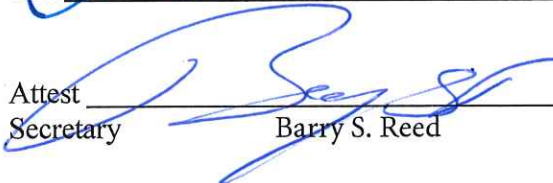
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17th day of December 2019.

(SEAL)



Shoreline Foundation, Inc.
Name of Corporation

By 
James A. Royo
Title President

Attest 
Secretary Barry S. Reed

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

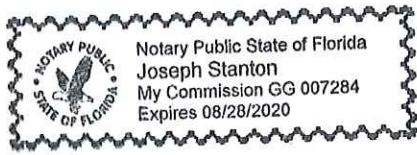
: SS

COUNTY OF Broward)

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

By: [Signature]

Sworn and subscribed before me this 17 day of December 2019.



NOTARY PUBLIC, State of Florida at Large

[Signature]

My Commission Expires: 8/28/20

* * * * *

**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 Shoreline Foundation, Inc.

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

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

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

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

3. My name is James 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).

____ 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.)

*Please see attached affidavit

[Signature]
(signature)
12-17-19
(date)

STATE OF Florida

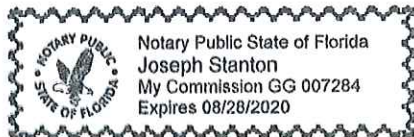
COUNTY OF Broward

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 17 day of December, 2019.

My commission expires: 8/28/20



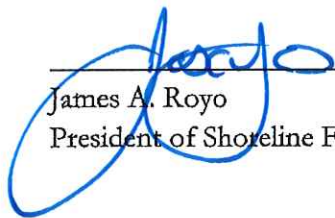
[Signature]
NOTARY PUBLIC

AFFIDAVIT OF JAMES A. ROYO, PRESIDENT OF SHORELINE FOUNDATION, INC.

I, James A. Royo, do hereby swear and/or affirm that the below statements are true and correct.

1. That I am the President of Shoreline Foundation, Inc. (SFI).
2. That on March 15, 2019 SFI did in fact voluntarily and unilaterally notify the Department of Management Services (DMS) of the acceptance of a negotiated plea with the Federal Government under case number 18-CR-20708-WILLIAMS.
3. That SFI subsequently provided DMS with copies of the plea agreement, as well as other documentation relating to the plea.
4. That after extensive communications between SFI and DMS, DMS determined, pursuant to section 287.133(2)(e)1, Florida Statutes, that good cause did not exist to place SFI on the Convicted Vendor List.
5. Based upon the above, Shoreline Foundation, Inc. is not currently on any Convicted Vendors List.

I do hereby swear and/or affirm that the above is true and correct to the best of my knowledge and belief.




James A. Royo
President of Shoreline Foundation, Inc.

County of Broward

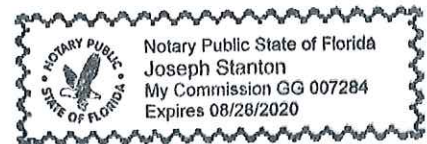
State of Florida

The foregoing instrument was acknowledged before me by, JAMES A. ROYO whose is personally known or has produced as identification _____.

My commission expires:
8/28/20



Notary Public



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

SEAL:



Signature

James A. Royo
Print Name

President
Title

DATE: 12/17/19

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Broward)

I, the undersigned hereby duly sworn, depose and say that the firm of Shoreline Foundation, Inc.

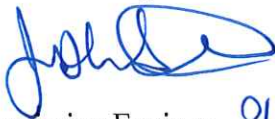
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____



Sworn and subscribed before me this 17 day of December 2019.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 8/28/20



* * * * *

CONE OF SILENCE AFFIDAVIT

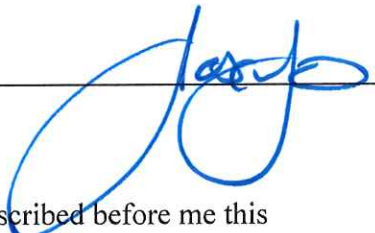
STATE OF Florida)

: SS

COUNTY OF Broward)

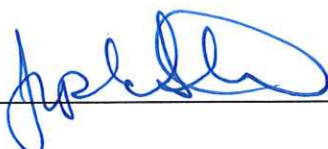
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Shoreline Foundation, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances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

By: _____



Sworn and subscribed before me this

17 day of December 2019.



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 8/28/20



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;
Non-Collusion Affidavit; Proof of Required Insurance

* * * * *

Exhibit "A"

Addendums



PORT & MARINE SERVICES
201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**DOCK REPAIR & PILING REPLACEMENT
KEY WEST HISTORIC SEAPORT
ITB #20-005**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL:

1. The Mandatory Pre-Bid Meeting is **cancelled**. All requests for information (RFI) must be submitted, in writing, no later than December 10, 2019.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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

A handwritten signature in blue ink, appearing to be "J. J. [unclear]", written over a horizontal line.

Signature

Shoreline Foundation, Inc.
Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**DOCK REPAIR & PILING REPLACEMENT
KEY WEST HISTORIC SEAPORT
ITB #20-005**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS and CLARIFICATIONS:

1. What is the budget?

Owner's estimate is \$600,000

2. When coordinating with the dockmaster to remove boats, how much notice is needed for boat owners? How long can they be moved for?

Contractor should anticipate one week's notice for relocation. Duration to be determined by type of work to be performed

3. Where is the staging area?

Staging area located water side of Trumbo Road. Contractor should store as much material possible on barge.

4. Will/may sections of the dock be closed to pedestrians while working?

Key West Bight is a fully operational marina, maintaining dock access is imperative. Any temporary closures must be coordinated with Marina Staff. Overnight closures are not anticipated

5. Can we use electricity on the docks, or do we have self-sustained?

Contractor responsible for their own power

6. Are there only certain hours and days we can work? Can we work Saturday's & Sunday's?

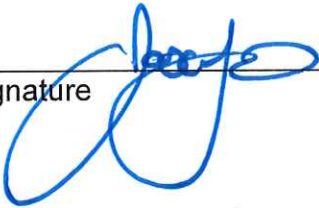
City Noise Ordinance provides exceptions for construction noise. However, construction noise is limited to the hours 8:00am to 7:00pm Monday through Friday, and 9:00am to 5:00pm on Saturday. No work shall be performed on Christmas Day or New Year's Day

7. Please clarify the liquidated damages.

If the contractor fails to complete the work within the contracted time or extended contracted time, liquidated damages shall be imposed.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature 

Shoreline Foundation, Inc.
Name of Business

Exhibit “B”

Bid Bond

FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT: \$ Five Percent of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Shoreline Foundation, Inc.

hereinafter called the PRINCIPAL, and NGM Insurance Company

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

having its principal place of business at 55 West Street, Keene, NH 03431

in the State of New Hampshire,

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 Amount Bid

DOLLARS (\$5% of Amount Bid) 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 **Dock Repair & Piling Replacement – Key West Historic Seaport**, 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 #20-005

DOCK REPAIR & PILING REPLACEMENT

KEY WEST HSITORIC SEAPORT

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 18th day of December, 20 19

Shoreline Foundation, Inc.

By [Signature]
PRINCIPAL

NGM Insurance Company

SURETY

By [Signature]
Attorney-In-Fact
Charles J. Nielson



POWER OF ATTORNEY

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

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

does hereby make, constitute and appoint **Jarrett Merlucci, Charles David Nielson, Joseph Penichet, David Russell Hoover, Charles Jackson Nielson, Ian A Nipper** -----

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

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

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

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

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

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 26th day of September, 2019.

NGM INSURANCE COMPANY By:

Bruce R Fox
Senior Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this September 26, 2019, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 26th day of September, 2019.



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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 18th day of December, 2019.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY OF the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.
DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

Exhibit "C"

Past Experiences



Project: Bentley Bay Marina

Location:

540 West Avenue, Miami Beach, Florida
33139

Owners Representative:

Robert Alexander, SRC Properties, LLC
230 5th Street
Miami Beach, Florida, 33139.
Phone # 305-495-4450
Email: robert@robinscompanies.com

Construction Dates:

Start: 11/17/2016
Finish: 8/30/2017

Construction cost: \$ 1,253,000.00

Change Orders:

Fender Piles: \$ 96,000.00
Fire, Plumbing, and electrical changes: \$
28,000.00

Project Status:

Completed

SFI Project Manager:

Peter Kolb

SFI Project Superintendent:

Darrin Miller

Relevance/Scope of Work:

Installation of a 16-slip concrete docking facility including a T-shaped dock with associated finger piers and an L-shaped dock. The docks are connected to upland gangways measuring 40 feet long by 4 feet wide (160 square feet) with associated railings and stairs. The docking facility consist of the following structural elements:

- T shaped Dock
 - A 178 foot long by 6 foot wide (1,068 square feet) access walkway.
 - Two piers extending from the access walkway measuring 36 feet long by 4 foot wide (144 square feet each).





- Six piers extending from the access walkway measuring 47 feet long by 4 feet wide (188 square feet each).
- The T-shaped dock and piers will be supported by 50 concrete pile caps and 100 concrete piles.
- Twenty Six associated wood mooring piles installed.
- Permanent railing installed along the sides of the access walkway from 0 to 36 feet water ward of the seawall cap and along the west side of the terminal platform.
- Emergency access ladders installed on each finger pier



- L-shaped Dock

- Installation of a 111 foot long by 6 foot wide (660 square feet) access walkway.
- The L-shaped dock will be supported by 14 concrete pile caps and 28 concrete piles
- Seven associated wood mooring piles
- Permanent railing installed on the south side of the access walkway between 0 and 36 feet water ward of the seawall cap.
- Emergency access ladders installed in three locations on dock.



- Utilities

- 13 each pedestals installed on docks with water supply, electrical, and lighting.
- 3 each fire hose cabinets with fire hose and extinguishers
- Water meters and electrical meters to monitor each pedestal
- Additional electrical feeds installed to accommodate future work



- Fender Piles

- 64 each timber piles were installed to protect the dock structures.



Project: Repairs and Improvements at Zero Duval and Mallory Square

Location:

Zero Duvall & Mallory Square
Key West, FL 33040

Owners Representative:

L. Kreed Howell
CITY OF KEY WEST
3140 Flagler Avenue
Key West, FL 33040
Cell: (850) 890-9354
Office: (305) 809-3963
lhowell@cityofkeywest-fl.gov

Construction Dates:

START: 05/02/2016
FINISH: 03/10/2017

Construction cost:

\$839,294.00

Change Orders:

Yes + \$92,008.20 (Totaling \$931,302.20)

Project Status:

Completed

SFI Project Manager:

Kevin Land

SFI Project Superintendent:

Sal Daher

Relevance/Scope of Work:

CH2M Hill Project # 439197. City of Key West Project # EN-1002. The project consisted of construction at two (2) nearby sites: Mallory Square and Zero Duval, Key West, Florida. At Mallory Square, the project consists of demolition of a portion of the pier "T" deck and construction of a new breasting dolphin with fender using drilled shaft piling and cast-in-place concrete caps with a fender. A change order was also instituted at the Mallory Square portion of the project, which included the rehabilitation of an existing mono-pile dolphin located between Pier A and Mallory Square. The change order included the complete removal of the existing bollard, service platform and supporting framing with the upper +/- 12" of the most severely damaged portions of the pile. Existing coating shall be removed and a new protective coating applied. The mooring bollard shall be replaced, a new services platform and access ladder provided and installed. At Zero Duval, project consists of the temporary removal of the existing wood dock and Fury Building Structure, and construction of new concrete cap, placement of flowable fill backfill, reinstallation of wood dock and structure, repair of existing outfall pipe and restoration of existing pavers.





Project: Pier 66 Marina Redevelopment Phase I & II

Location:

2301 SE 17th Street
Ft. Lauderdale, FL 33316

Owners Representative:

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

Construction Dates:

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

Construction cost:

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

Change Orders:

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

Project Status:

Completed

SFI Project Manager:

Mark Osburn

SFI Project Superintendent:

Darrin Miller

Relevance/Scope of Work:

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

Phase I: SEAWALL

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

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





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

FIXED DOCKAGE/MARINA SPACE:

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

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

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





Project: Dania Beach Municipal Marina

Location:

100 West Dania Beach Blvd.
Dania Beach, FL 33004

Owners Representative:

Ronnie S. Navarro, P.E.
CITY OF DANIA BEACH
1201 Stirling Road
Dania Beach, FL 33004
(954) 924-6808
Fax: (954) 923-1109

rnavarro@ci.dania-beach.fl.us

Construction Dates:

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

Construction cost:

\$6,186,787.00

Change Orders:

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

Project Status:

Completed

SFI Project Manager:

Kevin Land

SFI Project Superintendent:

Mike Bosowicz/Mark Posson

Relevance/Scope of Work:

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



Dania Beach Municipal Marina Renovation



Dania Beach Municipal Marina Renovation



Exhibit “D”

SFI Licensing and Proof of Insurance

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, 2019, that its most recent annual report/uniform business report was filed on January 14, 2019, 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 Fourteenth day of January,
2019*



A. [Signature]
Secretary of State

Tracking Number: 2573332859CC

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

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

ROYO, JAMES ANTHONY

SHORELINE FOUNDATION INC
2781 SW 56 AVENUE
PEMBROKE PARK FL 33023

LICENSE NUMBER: CGC1517337

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name SHORELINE FOUNDATION INC
Location Addr 2781 SW 56TH AVE
Lic NBR/Class 4139 STATE LICENSED PROFESSIONAL
Issued Date 9/3/2019 Expiration Date: September 30, 2020

ATTORNEY, PHYSICIAN OR OTHER STATE LICENSED
PROFESSIONAL

Comments: ENGINEERING

Restrictions: CGC1517337 (08/31/2020)

SHORELINE FOUNDATION INC
2781 SW 56TH AVE

MIRAMAR, FL 33023

This document must be prominently displayed.

SHORELINE FOUNDATION

CITY OF KEY WEST, FLORIDA

Competency Card

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

Business Name ROYO, JAMES (CC)
Location Addr 2781 SW 56TH AVE
Lic NBR/Class 30164 REGULATORY LICENSES AND PERMITS
Issued Date 9/3/2019 Expiration Date: September 30, 2021

COMPETENCY CARD

Comments: ENGINEERING I

Restrictions:

ROYO, JAMES (CC)
2781 SW 56TH AVE

MIRAMAR, FL 33023

This document must be prominently displayed.

ROYO, JAMES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2019

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

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

| | | |
|--|--|-------------------------------|
| PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (954) 776-2222 | FAX (A/C, No): (954) 776-4446 |
| INSURED Shoreline Foundation Inc 2781 SW 56th Avenue Hollywood FL 33023 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: New York Marine And General Insurance Company | NAIC # 16608 |
| | INSURER B: Liberty Mutual Fire Insurance Company | 23035 |
| | INSURER C: U.S. Specialty Insurance Company | |
| | INSURER D: Lloyd's of London | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: CL1910112434 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> P&I/Hull - Jones Act Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | ML201900001980 | 02/15/2019 | 02/15/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AS2Z51292092039 | 10/01/2019 | 10/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | CXS10679029 | 02/15/2019 | 02/15/2020 | 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 | WC2Z51292092029 | 10/01/2019 | 10/01/2020 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Vessel Pollution Policy | | | 5327101 | 08/10/2019 | 08/10/2020 | Limit 5,000,000 |

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

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

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