

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

BID FORM

To: The City of Key West

Address: 1300 White St., Key West, Florida 33040

Project Title: Kingfish Pier Replacement - City Marina at Garrison Bight

City of Key West Project No.: HU1701G09 (ITB #20-006)

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

Name: James A. Royo

Telephone: 954.985.0460

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

GENERAL INSURANCE REQUIREMENTS

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

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

SPECIFIC INSURANCE COVERAGES AND LIMITS

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

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

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

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

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

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

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

The minimum acceptable limits will be:

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

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

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

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

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

or

Bodily Injury &
Property Damage Liability \$1,000,000.00 Combined Single Limit Each
Accident

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000 per day for each day that expires after the time specified for Final completion.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, _____, _____, (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. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

PERMITS

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

Kingfish Pier Replacement
City Marina at Garrison Bight
Key West, Florida
Stantec Project No. 215615197
BID FORM

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

| | Item Description | Qty | Units | Unit Price | Total |
|-----------------|---|------------|--------------|-------------------|---------------|
| Base Bid | | | | | |
| | Mobilization | 1 | EA | \$45,000.00 | \$45,000.00 |
| | General / Supp Conditions | 1 | EA | \$95,000.00 | \$95,000.00 |
| | Performance / Payment Bonds | 1 | EA | \$11,000.00 | \$11,000.00 |
| | Demobilization | 1 | EA | \$12,000.00 | \$12,000.00 |
| | (10% of Construction Cost Max) | | | | \$163,000.00 |
| | Permit Fees (to be paid at cost) | 1 | LS | \$45,000 | \$ 45,000 |
| | | | | | |
| | Demolition of Existing Floating Concrete Pier, Pilings and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier | 1 | LS | \$151,643.00 | \$151,643.00 |
| | Furnish and install Main Floating Pier (8'W by 390'-8½"L) | 3126 | SF | \$91.00 | \$ 284,466.00 |
| | Furnish and install 24 Finger Piers (4'-1"W x 30'-2"L) | 2956 | SF | \$ 90.00 | \$ 266,040.00 |
| | Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior) | 48 | EA | \$5,150.00 | \$ 247,200.00 |
| | Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior) | 23 | EA | \$ 4,250.00 | \$ 97,750.00 |
| | Pile Collars | 16 | EA | \$ 0 | \$ 0 |
| | Furnish and install Aluminum Access Ramp (4'W x 17'L) | 1 | EA | \$7,500.00 | \$7,500.00 |
| | Furnish and install accessories (15" Cleats: Main Pier/Finger Piers) | 186 | EA | \$ 55.00 | \$10,230.00 |
| | Electrical System per Stantec Plans and Specifications | 1 | LS | \$225,000.00 | \$ 225,000.00 |
| | Potable Water System per Stantec Plans and Specifications | 1 | LS | \$ 20,000.00 | \$20,000.00 |
| | Sewer System per Stantec Plans and Specifications | 1 | LS | \$20,000.00 | \$20,000.00 |
| | Fire System per Stantec Plans and Specifications | 1 | LS | \$ 30,000.00 | \$30,000.00 |
| | As-builts | 1 | LS | \$5,500.00 | \$5,500.00 |
| | Product information and Warranty Certificate Binder | 1 | LS | \$ 500.00 | \$500.00 |
| | Safety Act | 1 | LS | \$ 1.00 | \$1.00 |

| | | | | | |
|-----------------------|---|---|----|----------|-----------------------|
| | General Allowance (Only to be used with owners' written permission) | 1 | LS | \$75,000 | \$ 75,000 |
| Total Base Bid | | | | | \$1,648,830.00 |
| | | | | | |

TOTAL LUMP SUM BASE BID

One Million Six Hundred Forty-Eight Thousand Eight Hundred Thirty Dollars
 (Amount written in words has precedence)
and Zero **Cents**

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:

Gary's Plumbing and Fire (Plumbing, Fire and Sanitation)
 Name

6409 2nd Terrace, Suite 1 Key West FL 33040
 Street City State Zip

Nearshore Electric, Inc. (Electric)
 Name

5680 1st Avenue Stock Island FL 33040
 Street City State Zip

 Name

 Street City State Zip

 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 18th day of February 2020.

(SEAL)

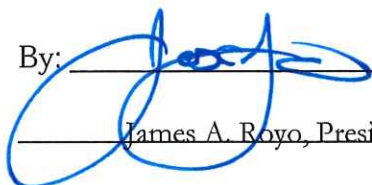
Shoreline Foundation, Inc.
Name of Corporation
By: 
Title: President
Attest: 
Secretary Barry S. Reed, V.P.

END OF SECTION


ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
): SS
COUNTY OF MONROE)

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

By: 
James A. Royo, President

Sworn and subscribed before me this
18 day of FEB, 20 20


NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: 8/28/20



END OF SECTION

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER

AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for City of Key West

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

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

_____ and (if applicable) its Federal Employer

Identification Number (FEIN) is 59-2695595

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

sworn statement _____

3. My name is James A. Royo
(please print name of individual signing)

and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

 X 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 "Exhibit D" for letter of explanation.

(signature) James A. Royo
2/18/20
(date)

STATE OF Florida

COUNTY OF Broward

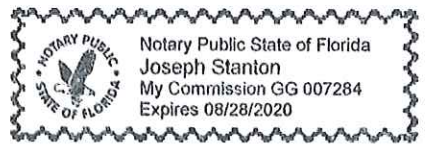
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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 18 of FEB, 2020

My commission expires:
8/28/20

(signature)
NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Shoreline Foundation, Inc.

SEAL:

2781 SW 56th Avenue, Pembroke Park, FL 33023

Address

Signature

James A. Royo

Print Name

President

Title

DATE:

2/18/20

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

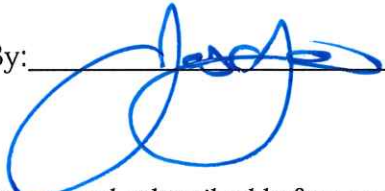
STATE OF Florida)

: SS

COUNTY OF Broward)

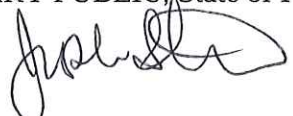
I, the undersigned hereby duly sworn, depose and say that the firm of Shoreline Foundation, Inc.

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.

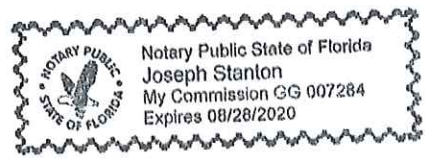
By:  _____ James A. Royo, President

Sworn and subscribed before me this 18 day of FEB 2020.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires:
8/28/20



* * * * *

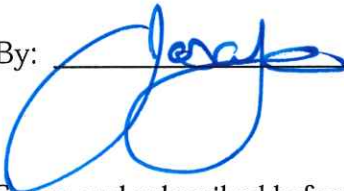
CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

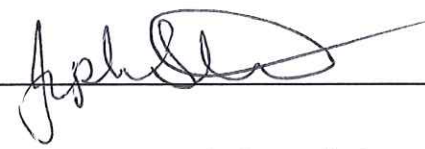
COUNTY OF Broward)

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:  James A. Royo, President

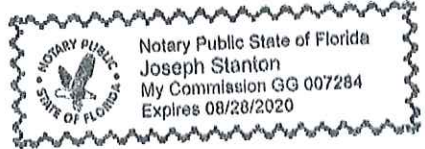
Sworn and subscribed before me this

18 day of Feb 2020.



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 8/28/20



CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

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

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

BIDDER'S CHECKLIST

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

- | | | |
|-----|--|-------|
| 1. | All Contract Documents thoroughly read and understood. | [x] |
| 2. | All blank spaces in Proposal filled in, using black ink. | [x] |
| 3. | Total and unit prices added correctly. | [x] |
| 4. | Addenda acknowledged. | [x] |
| 5. | Subcontractors are named as indicated in the Proposal. | [x] |
| 6. | Experience record included. | [x] |
| 7. | Bid signed by authorized officer. | [x] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [x] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [x] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [x] |
| 11. | Bid submitted intact with Bid Bonds and affidavits | [x] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [x] |
| 13. | Bidder must provide satisfactory documentation of State Licenses | [x] |
| 14. | Anti-Kickback Affidavit. | [x] |
| 15. | Public Entity Crimes. | [x] |
| 16. | Domestic Partner Affidavit | [x] |
| 17. | City of Key West Indemnification Form. | [x] |
| 18. | Cone of Silence Affidavit. | [x] |

Exhibit “A”

Addendums



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

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 NOTES:

1. Mandatory Pre-Bid sign-in sheet attached.
2. Incidental to the project, the contractor is responsible for removal/disposal of submerged debris within the project footprint. Estimate debris quantity at 45CY. Contractor shall submit a per cubic yard debris removal/disposal cost with bid.

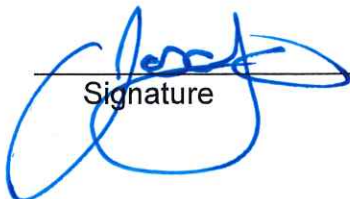
QUESTIONS & CLARIFICATIONS:

1. What is the Engineer's estimated construction cost?

The Owner's estimated construction cost is \$1,755,000

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.



Signature

Shoreline Foundation, Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

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 & CLARIFICATIONS:

1. Are we replacing the Marine Power pedestals with new?

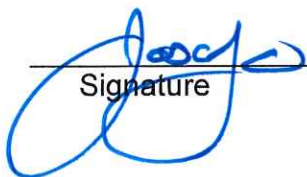
Yes, all Marine Power pedestals shall be replaced with new.

2. Is the existing ground fault monitoring system to also be replaced?

No, the new circuits being added to the existing panel will require ground fault protection. It is not replacement of the existing ground fault monitoring system.

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



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 3

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

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:

CLARIFICATIONS:

1. New pedestals and fire cabinet shall be by Marina Power Inc. or equal.
2. A GFCI breaker is an acceptable alternative to the ground fault protection relay for the lighting circuit.
3. Existing underground conduit between DP-K1, DP-K2 and the seawall require replacement with new MIN 3-1/2" PVC conduit with bell fittings at each end. The conduit for the new power pedestal shall be installed underground with the new feeder conduits.
4. Existing ground fault protection relays shall be re-adjusted to provide ground fault at 30 mA.
5. The design calls for the utility water meter to be on shore, and an individual (deduct) water meter each pedestal.

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. 3** 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

Jessica Welch

From: Karen Olson <kolson@cityofkeywest-fl.gov>
Sent: Tuesday, February 18, 2020 10:41 AM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietrich@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: CLARIFICATION: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

All –

- Docks to receive piles guides (roller guide assemblies) at all dock/ finger pile locations as specified and shown on plans. Pile guides are incidental to the contract.
- Pile collars are not used. Provide a Unit Price of \$0.00 on the Bid Schedule.
- Note receipt of this clarification within your proposal.

This clarification **DOES NOT** change the Bid date.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803

From: Karen Olson
Sent: Thursday, February 13, 2020 4:33 PM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietrich@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: Addendum #3: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

Attached please find Addendum #3.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803

From: Karen Olson
Sent: Tuesday, February 11, 2020 8:38 AM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietrich@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: Addendum #2: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

Attached please find Addendum #2.

Exhibit “B”

Bid Bond

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

Signed and sealed this 19th day of February, 2020.

Shoreline Foundation, Inc.

Principal

By: 

NGM Insurance Company

Surety

By: 

Attorney-In-Fact Charles J. Nielson

END OF SECTION



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03061540

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 19th day of February, 2020.

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



PAST AND TECHNICAL RELEVANT BUILDING EXPERIENCE

Project: Marathon Dingy Docks

Location:

800 35th Street Ocean
Marathon, FL 33050

Owners Representative:

City of Marathon
Engineering Department
9805 Overseas Highway
Marathon, FL 33050
Carlos Solis
305.289.5008
solisc@ci.marathon.fl.us

Construction Dates:

Start: 08/09/2019
Finish: 12/06/2019

Construction cost:

\$413,307.00

Project Status:

Completed

SFI Project Manager:

Kevin Land

SFI Project Superintendent:

Darrin Miller

Relevance/Scope of Work:

The project consisted of building a new wood landing on the end of the City marina seawall on four wood piles, installing 22 additional new wood piling for the floating docks, the installation of approximately 440lf of new floating dingy docks and installation of a new gangway between new wood landing and floating docks.





Project: San Remo Bulkhead & Dock Replacement

Location:

San Remo, Inc. A Condominium
2871 N Ocean Blvd., Boca Raton, FL 33431

Owners Representative:

Kim Exsteen, Property Manager
San Remo Condo
2871 N. Ocean Blvd.
Boca Raton, Florida 33431
Office: (561) 750-7775
Fax: (561) 750-5018
Sanremo1@sanremoclub.com

Construction Dates:

START: May 2018
FINISH: January 2020

Construction cost:

\$3,195,405.00

Change Orders:

Yes (Phase II)

Project Status:

Near Completion

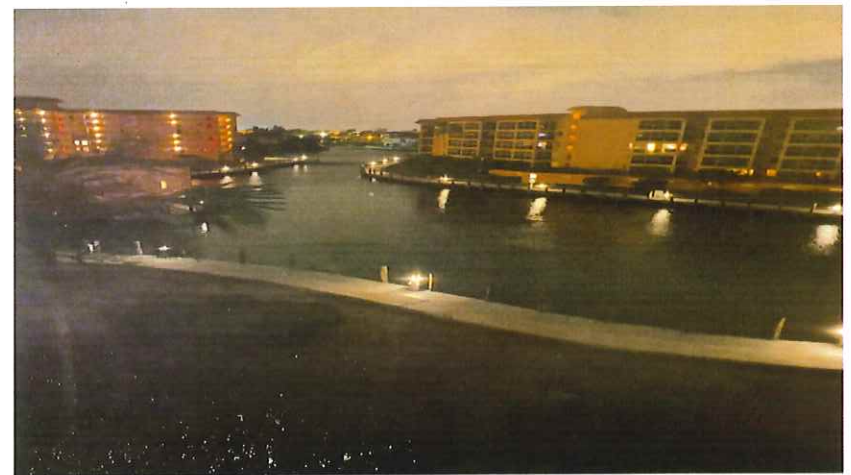
SFI Project Manager:

Mark Osburn

SFI Project Superintendent:

Darrin Miller (Phase I), Jorge Dominguez (Phase II)

Relevance/Scope of Work:





Replacement of approximately 1,760 LF of existing concrete pile & panel seawall with new Steel Sheet Pile (SSP), 14" x 14" x 40' concrete batter pile at 4' o.c. spacing, concrete cap with MMFX reinforcing rebar, fiber mesh concrete. Replacement of approximately 1,300 of existing wood dock with new structural timber framing and new composite decking. Existing wood dock piles were extracted and reused (at owners' request). With the new dock/marina, the project required the installation of new Marine utilities; including new electrical service to new power pedestals, light bollards, light poles, water lines, new dedicated fire line, DDCV backflow preventer and new fire cabinets. A new addition to the marina was the installation of a composite decked floating dock with 12" solid composite dock piling and an aluminum access gangway. Clean fill was brought in to raise the grade to meet the new cap elevation for the owners' final landscaping plan.





Project: Replacement of the City of Punta Gorda Seawalls, Various Locations

Location:

Punta Gorda, FL
Multiple Residential Locations

Owners Representative:

Catherine Miller
City of Punta Gorda Public Works
326 West Marion Avenue
Punta Gorda, FL 33950
Office: 941.575.5071
CMiller@cityofpuntagordafl.com

Construction Dates:

Start: January 2018
Finish: July 2019

Construction cost:

\$8,400,000.00

Project Status:

Completed

SFI Project Manager:

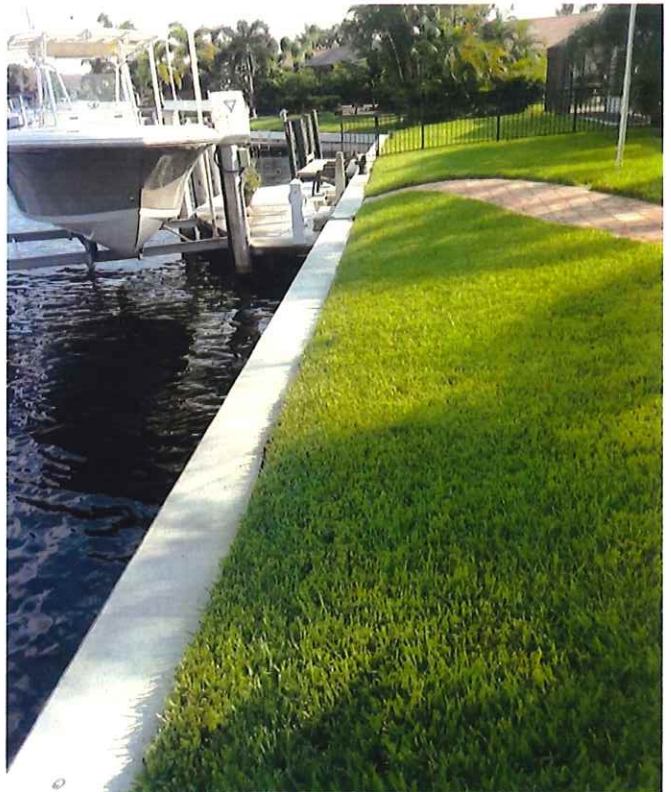
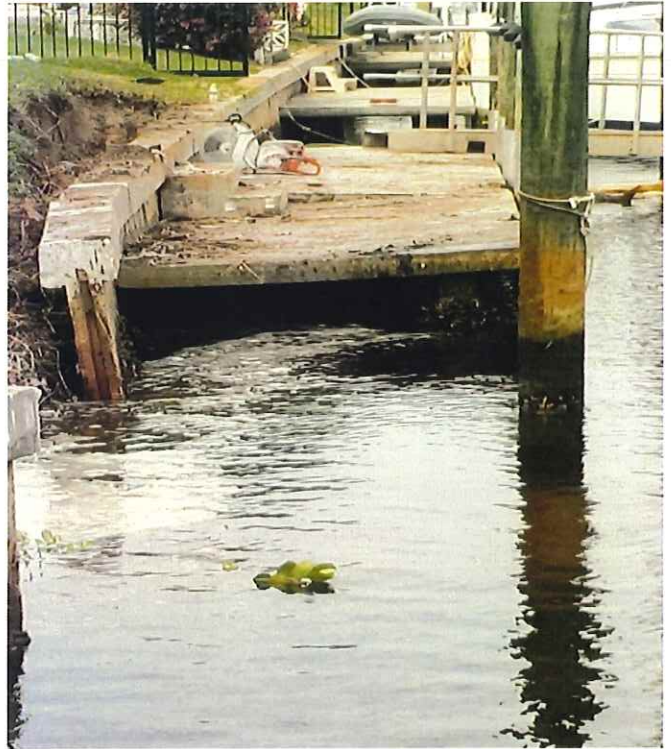
Charles Diveto III

SFI Project Superintendent:

George Colvin

Relevance/Scope of Work:

Emergency replacement of the City of Punta Gorda seawalls that were affected by Hurricane Irma. 12,200 of failed seawall behind the residence of the City of Punta Gorda, Four barge crews worked diligently to replace and restore the residence seawalls and back yards in this home community.





Project: Pelican Island – Day Dock Replacement

Location:

Pelican Island – Biscayne Bay, Miami FL.

Project is located on Pelican Island which is North of Pelican Harbor Marina (1275 NE 79th St, Miami, FL 33138)

Owners Representative:

Carolina Castrillon, CGC, LEED® AP

Construction Manager 2

Miami Dade County

Parks, Recreation and Open Spaces (PROS)

Capital Programs Division

275 NW 2nd Street, 4th Floor

Miami, Florida 33128

Office: (305) 961-2789

carolina.Castrillon@miamidade.gov

Construction Dates:

Start: 01/2018

Finish: 9/12/2018

Construction cost:

\$386,000.00

Change Orders:

Yes + \$75,342.15 (Totaling \$461,342.15)

Deduct: Contingency Allowance &
Dedicated Allowance not used (-\$54,091.83)

Project Status:

Completed

SFI Project Manager:

Mark Osburn

SFI Project Superintendent:

Darrin Miller

Relevance/Scope of Work:

Removal of existing wood dock and all associated support piles. Installation of 1,104sf T-shaped cast-in-place concrete dock, supported on 22 new 12” square concrete piles, aluminum handrail, Two (2) floating docks with access gangways, fenders, cleat and access ladder.



Exhibit “D”

Public Entity Letter of Explanation



2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

Bid Name: Kingfish Pier Replacement - Hurricane IRMA Damage - City Marina at Garrison Bight

Bid No. ITB# 20-006

Re: Public Entity explanation:

Dear City of Key West,

As noted in the bid documents, Shoreline Foundation, Inc. voluntarily took a plea to submitting a false, fictitious, or fraudulent claim, in violation of Title 18, United States Code, Section 287. Just to give you a brief background, this matter relates to the USCG Range Marker Project that SFI “successfully” completed in June of 2015. The issue that arose after the successful completion of the project was that some of the coral relocation and marine survey work was not performed or was not performed in accordance with the project specifications. Although SFI retained and paid for the services of an outside professional bethnic firm to address this specific area of work, unbeknownst to Shoreline, not all of the required work was performed by the subcontractor and as a result a portion of the subcontractor’s unperformed work was in fact billed to the USCG. The unperformed subcontractor work was valued at approximately \$30,000.00 which was only 1% of the total contract value of \$2,864,454.00.

Due to the fact that SFI understood that it was ultimately responsible for the actions of its employees, as well as its subcontractors, SFI determined that it was in the Shoreline’s best interest to resolve the matter as quickly and amicably as possible. In doing so and as part of the agreement with the Government, the Government went as far as to include the following language in the final documents; *“To the extent that DHS considers debarment or suspension of the defendant for the acts giving rise to this offense, this Office shall recommend that the defendant be neither debarred or suspended”*. Since the time above mentioned incident was resolved, Shoreline has had reviews with both FDOT and the Department of Management Services and based upon these reviews Shoreline has not been debarred by either agency.

In closing it should also be noted that Shoreline Foundation, Inc. has been in business since 1986 and this is the first and only incident that Shoreline has ever had to respond to. Shoreline has

always been and will continue to be a responsible contractor that provides a cost effective and superior product to its clients.

Thank you for your time and attention to this matter and please feel to contact my office if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "James A. Royo", is written over the typed name and title. The signature is stylized with a large loop at the beginning and a horizontal stroke at the end.

James A. Royo
President of Shoreline Foundation, Inc.

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503
CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Construction

Name/Address of Contractor:

Company Name: SHORELINE FOUNDATION, INC.

Division Name:

Street Address: 2781 SW 56TH AVE

City: HOLLYWOOD

State/Province: FL Zip Code: 330234166

Country: USA

CAGE Code:

DUNS Number: 154650147

PSC: Z2PZ NAICS Code: 237990

Evaluation Type: Interim

Contract Percent Complete: 100

Period of Performance Being Assessed: 07/24/2013 - 08/25/2015

Contract Number: HSCG8213CPACP03 **Business Sector & Sub-Sector:** Construction

Contracting Office: 00082 **Contracting Officer:** ODALYS MCGEE **Phone Number:** 305-278-6727

Location of Work:

Miami, FL (Offshore Aid to Navigation structures, 2 pair)

Award Date: 07/24/2013 **Effective Date:**

Completion Date: 02/21/2015 **Estimated/Actual Completion Date:** 08/25/2015

Total Dollar Value: \$2,930,700 **Current Contract Dollar Value:** \$2,930,700

Complexity: Medium **Termination Type:** None

Competition Type: Full and Open Competition after Exclusion of Sources **Contract Type:** Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number:

Project Title:

Aid to Navigation Unit Ft. Lauderdale

REPLACEMENT OF THE MIAMI MAIN CHANNEL ENTRANCES RANGES

Contract Effort Description:

The work includes the construction of two (02) replacement range towers for navigation of the Government Cut Channel. Work shall include the complete construction and installation of the new Government Cut Front and Government Cut Rear range structures including all appurtenances as shown on the contract drawings.

The demolition of two (02) existing range towers referred to as the Existing Government Cut Front Range and Existing Government Cut Rear Range.

The work includes the construction of two (02) replacement range towers for navigation of the Miami Main Channel. Work shall include the
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complete construction and installation of the Miami Main Front and Miami Main
Rear range structures including all appurtenances as shown on the contract
drawings.

The work includes the demolition of four (04) existing range
towers referred to as the Existing Miami Main Front Range, Existing Miami
Main Rear Range, Existing Miami Main Temporary Front Range and Existing Miami
Main Temporary Rear Range.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

| Evaluation Areas | Past Rating | Rating |
|--------------------------------|-------------|-------------|
| Quality: | N/A | Very Good |
| Schedule: | N/A | Very Good |
| Cost Control: | N/A | Exceptional |
| Management: | N/A | Very Good |
| Small Business Subcontracting: | N/A | N/A |
| Regulatory Compliance: | N/A | N/A |
| Other Areas: | | |
| (1) : | | N/A |
| (2) : | | N/A |
| (3) : | | N/A |

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: The quality of the offshore construction was high. The independent A/E firm that designed and inspected the project was impressed with the work. Only a small punchlist of items remaining once the contractor approached 100% complete.

SCHEDULE: The contractor kept on schedule and worked continuously as much as the weather would allow. Weather (sea state) was the major factor in the contractor not wanting to/not able to complete the work on-site safely. When good weather existed, the contractor was on-site completing as much work as possible.

COST CONTROL: The contractor worked side by side with the government to keep the change orders to a minimum and only for actual needs.

MANAGEMENT: Contactor communicated very well with the government. Conference calls generally resolved any issues that came up. The contractor kept submittals and other documents in-line.

ADDITIONAL/OTHER: n/a

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: ADA HOGGARD

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Title: Contract Specialist

Organization: DHS CEU Miami

Phone Number: 3052786724 Email Address: ada.m.hoggard@uscg.mil

Date: 09/29/2015

Contractor Comments:

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: TOM PEARSE

Title: Chief Estimator

Phone Number: 9549850460 Email Address: tpearse@shorelinefoundation.com

Date: 09/30/2015

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

FOR OFFICIAL USE ONLY

Exhibit “E”

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, 2020, that its most recent annual report/uniform business report was filed on January 6, 2020, 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 Sixth day of January, 2020*



Ronald R. DeSantis
Secretary of State

Tracking Number: 8251012260CC

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

This document must be prominently displayed.

MIRAMAR, FL 33023

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 |
| E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: New York Marine And General Insurance Company | | 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 | | | ML201900001980 | 02/15/2019 | 02/15/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> P&H/Hull - Jones Act Incl | | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY | | | AS2Z51292092039 | 10/01/2019 | 10/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | CXS10679029 | 02/15/2019 | 02/15/2020 | EACH OCCURRENCE \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 10,000,000 |
| | DED RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC2Z51292092029 | 10/01/2019 | 10/01/2020 | PER STATUTE OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 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

CANCELLATION

| | |
|---|---|
| Shoreline Foundation, Inc. 2781 SW 56 Avenue Pembroke Park FL 33023 | 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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