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

BID FORM

То:	The City of Key West		
Address:	1300 White St., Key West, Florida 33040		
Project Title:	Dolphin Pier Replacement - City Marina @ Garrison Bi		
	e e e e e e e e e e e e e e e e e e e		
City of Key West Proje	ct No.: <u>GB75511602 (ITB# 17-015)</u>		
Bidder's person to conta	act for additional information on this Bid:		
Name:	Shoreline Foundation, Inc.		
Telephone:	(954) 985-0460		

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

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 INSURANC E 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 will 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 then 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 90 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

LIQUIDATED DAMAGES

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

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

ADDENDA

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

APRIL 2017

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.

APRIL 2017

Dolphin Pier Dock Replacement City Marina at Garrison Bight Key West, Florida, Florida Stantec Project No. 215613443

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	~3			2000
Mobilization	1	EA	\$50,000.00	
General / Supp Conditions	1	EA	\$12,927.00	
Performance / Payment Bonds	1	EA	\$14,143.00	
Demobilization	1	EA	\$29,430.00	
(10% of Construction Cost Max)	1	LS		\$ 106,500.00
Permit Fees (to be paid at cost)	1	· LS	\$25,000	\$ 25,000
Relocation of existing boats to King Fish Pier and return to Dolphin Pier at end of project including installation and removal of temporary mooring piles Demolition of Existing Wood and Concrete Pier and removal of all existing concrete spalling debris that has	1	LS	\$51,177.00	\$51,177.00
fallen or will fall from existing Pier	1	LS	\$52,259.00	\$52,259.00
Furnish and install Main Floating Pier (12'w by 40'l)	480	SF	\$74.16	\$35,520.00
Furnish and install temporary Mooring Piles	10	EA	\$ 2,566.00	\$ 25,660.00
Furnish and install Main Floating Pier (10'w by 130'l)	1300	SF	\$69.00	\$ 89,700.00
Furnish and install Finger Piers (4'wx35'l)	1120	SF	\$ 77.50	\$ 86,800.00
Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	16	EA	\$12,854.00	\$ 205,664.00
Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	16	EA	\$6,758.00	\$ 108,128.00
Pile Collars	16	EA	\$ 175.00	\$ 2,800.00
Furnish and install Aluminum Access Ramp (5'wx30'l)	1	EA	\$14,247.00	\$ 14,247.00
Furnish and install accessories (15" Cleats: Main Pier/finger)	80	EA	\$87.00	\$ 6,960.00
Electrical System per Stantec Plans and Specifications, including new CATV/Phone Cabinet	1	LS	\$133,200	\$ 133,200.00
Potable Water System per Stantec Plans and Specifications	1	LS	\$41,570	\$ 41,570.00
Sewer System per Stantec Plans and Specifications	1	LS	\$ 32,520	\$ 32,520.00
Fire System per Stantec Plans and Specifications	1	LS	\$47,219	\$47,219.00
As-builts	1 .	LS ·	\$ 18,437	\$ 18,437.00
Product information and Warranty Certificate Binder	1	LS	\$1,665.00	\$ 1,665.00
Safety Act	1	LS	\$ 2,084.00	\$ 2,084.00

T	0	TA	L	L	UN	1P	SI	JM	B	AS	E	BID

One	Million, On	e Hundred Fifteen Thousand, One Hundred Ten	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:

FL Keys Electric, Inc.			
Name			
5730 2nd Avenue Street	Key West City	<u>FL</u> State	33040 Zip
Near Shore Electric, Inc.			
rane			
5680 1st Avenue #5 Street	Key West City	FL State	33040 Zip
Gary's Plumbing & Fire, Inc. Name			
6409 Second Terrace, Suite 1 Street	Key West City	FL State	33040 Zip
_Tow Bar U.S Name			
_7281 Shrimp Road Street	Key West City	FL State	33040 Zip
	•		

<u>Bidder</u>

The name of the Bidder submitting	this Bid is <u>Shoreline Found</u>	lation, Inc.	
		doin	g business at
2781 SW 56th Avenue	Pembroke Park	FL	33023
Street	City	State	Zip
which is the address to which all coshall be sent. The names of the principal officers	of the corporation submitting	g this Bid, or of tl	
or of all persons interested in this I	Bid as principals are as follow	rs:	
James A. Royo	President		<u> </u>
Barry S. Reed	Vice Presid	ent / Secretary	
John R. McGee	Vice Presid	ent / Treasurer	

If Sole Proprietor or Partnership

IN WITNESS here	to the undersigne	ed has set his	(its) hand this _	day of	20
		9.48		4	
			Signature o	f Bidder	•
an.			Title		

If Corporation

IN WITNESS WHEREOF the undersigned corpo and its seal affixed by its duly authorized officers	
(SEAL)	Shoreline Foundation, Inc. Name of Corporation By: Title: President Attest:
timming the contract of the co	Secretary Barry S. Reed

END OF SECTION

FLORIDA BID BOND

	BOND NO. N/A BID BOND
	AMOUNT: \$
KNOW ALL MEN BY THESE PRESENTS, that	SHORELINE FOUNDATION, INC.
hereinafter called the Contractor (Principal), and TI	RAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA	
a corporation duly organized and existing under and Florida, hereinafter called the Surety, and authorize Florida, as Surety, are held and firmly bound unto T (Obligee), in the sum of: FIVE PERCENT OF THE AM	d to transact business within the State of The City of Key West as Owner
(Obligeo), in the sum of, 11212102112 of 112121	
payment for which we bind ourselves, our heirs, excassigns, jointly and severally, firmly by these present	nts.
THE CONDITION OF THIS BOND IS SUCH THA	AT:
WHEREAS, the Principal is herewith submitting his Dolphin Pier Replacement ITB #17-015.	s or its Bid Proposal for GB 75511602
WHEREAS, the Principal contemplates submitting the furnishing of all labor, materials (except those to equipment, machinery, tools, apparatus, means of tre the work covered in the Proposal and the detailed D	be specifically furnished by the Owner), ansportation for, and the performance of
GB75511602 PROJECT DOLPHIN PIER REPLACI	EMENT - ITB 17-015
WHEREAS, it was a condition precedent to the sub- certified check, or bid bond in the amount of 5 perce- bid as a guarantee that the Bidder would, if awarded	ent of the base bid be submitted with said

Contract with the Owner for the performance of said Contract, within 10 working days after

written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee 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 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 31ST day of MAY , 2017.

SHORELINE FOUNDATION, INC.

Principal

By:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By:

Attorney-In-Fact D. W. MATSON III

END OF SECTION



POWER OF ATTORNEY

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

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

Attorney-In Fact No.

216588

Certificate No. 006834163

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

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

of the City of	Coral Gable	s	, State o	f Flori	da	th	eir true and lawfi	ul Attorney(s)-in-Fact,
			• *************************************	•				onal undertakings and
								ng the performance of
contracts and exec	cuting or guarant	eeing bonds and und	ertakings required	d or permitted in ar	y actions or proce	eedings allowed by	law.	
				SHI CK	TA TIAN			
				CAND	The aD			
IN WITNESS W	HEREOF the C	Companies have caus	ed this instrumen	t to be signed and t	heir cornorate sea	ls to be bereto affi	ved this	22nd
day ofJune	TIEREOT, the C	2016	ed this matchien	to be signed and t	nen corporate sea	is to be hereto ann	Acu, tills	
day or			11.00	Lyn Ill x	10			
		Farmington Casua	Ity Company	10 OL	St. F	aul Mercury Inst	ırance Company	
		Fidelity and Guara				elers Casualty an		
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State of Connection City of Hartford s					Ву:	Robert L. Raney	Less by v, Senior Vice Presid	lent
Fire and Marine I Casualty and Sure	President of Far nsurance Compa ety Company of	ny, St. Paul Guardian	Insurance Comp States Fidelity ar	and Guaranty Insur any, St. Paul Merc nd Guaranty Comp	ance Company, F ary Insurance Cor any, and that he, a	idelity and Guaran npany, Travelers C as such, being auth	ty Insurance Unde Casualty and Suret	enowledged himself to erwriters, Inc., St. Paul by Company, Travelers executed the foregoing
In Witness When		et my hand and offic lay of June, 2021.	ial seal.	TETRES AND		Man	rie C. Tetreault, No	theault ary Public

58440-5-16 Printed in U.S.A.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA) : SS					
COUNTY OF MONROE)					
	e and say that no portion of the sum herein bid Key West as a commission, kickback, reward or ber of my firm or by an officer of the				
	By: James A. Royo				
Sworn and subscribed before me this 30 day of MAY, 20 17	. 8				
NOTARY PUBLIC, State of Florida at Large	Notary Public State of Florida Joseph Stanton My Commission GG 007284 Expires 08/28/2020				
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 <u>Doplhin Pier Replacement</u>
2.	This sworn statement is submitted by <u>Shoreline Foundation, Inc.</u> (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
signing	(If the entity has no FEIN, include the Social Security Number of the individual g this
	sworn statement
3.	My name is James A. Royo (please print name of individual signing)
	and my relationship to the entity named above isPresident
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

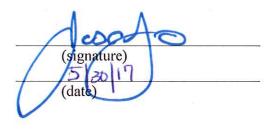
- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,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

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

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

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

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



STATE OF FI	orida				
COUNTY OF_	Broward				
authority,	PERSONALLY	APPEARED BI	EFORE ME	, the undersign	ned
his/her (name of individ			,	sworn by me, a	affixed
My commission				=	- √
	Joph Sta	>	NOTA	Notary Public State of Joseph Stanton My Commission GG 0 Expires 08/28/2020	•€

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.

CONTRACT	TOR: Shoreline Foundation, Inc.	SEAL:
	2781 SW 56th Avenue, Pembroke Park, FL 33023 Address Signature James A. Royo Print Name President	
DATE:	Title 5 30 17	

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 30 day of MAY 20 17.
NOTARY PUBLIC, State of Florida at Large Notary Public State of Florida Joseph Stanton My Commission GG 007284 Expires 08/28/2020
My Commission Expires: 8/28/70

CONE OF SILENCE AFFIDAVIT

STATE OFFlorida)
: 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 Foundaiton, 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
NOTARY PUBLIC, State of FULLIDA at Large
My Commission Expires: 8 28 28

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 subcontracting 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

NA

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

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

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

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

Business Name	Phone:
Current Local Address: (P.O Box numbers may not be used to establish status)	Fax:
300 21 g	
Length of time at this address	
N/A	8
Signature of Authorized Representative	Date
STATE OFCOUNTY OF	
The foregoing instrument was acknowledged before m	
(Name of officer or agent, title of officer or agent) or has produced	, of Name of corporation acknowledging) as identification
(type of identification)	
3	
	Signature of Notary
Return Completed form with Supporting documents to: City of Key West Purchasing	Print, Type or Stamp Name of Notary
	Title or Rank

BIDDER'S CHECKLIST

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

1	All Contract Decomposes the record by read and understood	[X]
1.	All Contract Documents thoroughly read and understood.	[X]
2.	All blank spaces in Proposal filled in, using black ink.	[21]
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	[]
12.	in conformance with the instructions in the Invitation to Bid.	[X]
13.	Bidder must provide satisfactory documentation of State Licenses	[X]
14.	Anti-Kickback Affidavit.	[x]
15.	Public Entity Crimes.	[X]
16.	Local Vendor Certification.	[X]
17.	Domestic Partner Affidavit	[X]
18.	City of Key West Indemnification Form.	[x]
19.	Cone of Silence Affidavit.	[X]

Exhibit "A"

Addendums



PORT & MARINE SERVICES

201 William Street Key West, FL 33040

ADDENDUM NO. 1

DOLPHIN PIER REPLACEMENT CITY MARINA at GARRISON BIGHT ITB #17-015

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 and CLARIFICATIONS:

The owners estimated project cost is \$890,000.

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 Sho Na

Shoreline Foundation, Inc.
Name of Business



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

ADDENDUM NO. 2

DOLPHIN PIER REPLACEMENT CITY MARINA at GARRISON BIGHT ITB#17-015

The information contained in this Addendum adds questions and 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:

ITB Questions Submitted

- 1. Please confirm that the new steel piles will be coated BOTH inside and out. The bid form states that the pipe is coated inside and out. The "Technical Specifications" do not require inside coating of the pipe. It is not practical to coat the inside of a 14" diameter steel pipe pile. Will coating the inside of the pipe pile be required?
 - R. All piles to be coated (exterior only) per manufacturer's specifications.
- 2. Please identify and specify the contractors' staging area.
 - R. See page C-02 for staging area location. Contractor shall safely maintain one way traffic adjacent to staging area at all times. This is critical for the marina residents.
- 3. Will temporary electrical municipal power be available for construction use?
 - R. Contractor is responsible to coordinate electrical power with KES.
- 4. Do the existing docks and piles contain any live corals?
 - R. There are no coral resources present.

- 5. Who will be responsible for the relocation of live corals.
 - R. See response 4.
- 6. Will the contractor be responsible to remove any pre-construction debris from the existing Dolphin Dock?
 - R. Any debris encountered shall be removed by contractor.
- 7. What are the projects' minimum requirements / qualifications for previously completed marine projects?
 - R. See Project Manual "Instruction to Bidders" Section 00 21 13
- 8. Where will the existing boats be relocated to?
 - R. Boat will be relocated to Kingfish Pier, see page C02 and C10.
- 9. How many temporary mooring piles be required?
 - R. A Total of Ten (10) Temporary mooring Piles will be required. They shall be I-Beams, Hammered into Place at locations determined by the City.
- 10. Please provide specifications for the temporary mooring piles.
 - R. See response 9.
- 11. Who will insure the boats while they are relocated?
 - R. The contractor is only responsible for damage obtained during the relocation process. Once moored at Kingfish Pier the floating structure/vessel owner is responsible to insure.
- 12. Will the City secure a builder's risk policy?
 - R. Any required builders risk insurance is the responsibility of the contractor for the duration of the work.
- 13. Who will pay for the builder's risk insurance?
 - R. See response 12.
- 14. When is the anticipated start date for this project?
 - R. July/August 2017 is the anticipated start date.

- 15. Will the marine contractor that installs the piles require to be licensed and insured?
 - R. All contractors must be licensed and insured.
- 16. Is the contractor required to dispose all the existing utilities and equipment coming out pier before demolition?
 - R. Yes, contractor is responsible to dispose all existing utility and equipment.
- 17. Please confirm that all the house boats are in towable conditions and towing will not cause any cracks or harm to stability of the house boat structure? Is there any special towing requirements?
 - R. The contractor and its subcontractor(s) are fully responsible for any boats damaged during relocations. Contractor is responsible to inspect exiting condition of all House boats prior relocation. All relocations shall be fully coordinated with the City Marina Manager.
- 18. Is the contractor allowed to work on Saturdays?
 - R. Yes, the contractor can work on Saturday.
- 19. Who will be responsible for on-site engineering/testing and inspections?
 - R. Contractor is responsible for all on-site engineering and testing. City and City Engineer will be performing all inspections.
- 20. Will contractors be permitted to spud barges overnight at the jobsite?
 - R. Contractor will be permitted to spud barges overnight at the job site.
- 21. Does this site have any seagrass? If so are there any mitigation measures to taken on the part of the contractor?
 - R. See response 4.
- 22. Has a benthic survey been performed? If so are there any resources we need to be concerned with?
 - R. A benthic survey was completed. See attached for reference.
- 23. What is the anticipated start date?
 - R. See response 14.

- 24. Will spiral welded steel pipe pile be acceptable?
 - R. Spiral welded steel pipe piles will not be allowed.
- 25. If the contractor is responsible to move the house boats to temporary mooring location and after work is completed move these house boats back to the Dolphin pier, clarify who is responsible for disconnecting and re-connecting all the utilities i.e. electrical and water service lines at temporary location and at Dolphin Pier?
 - R. City of Key West will be responsible for the temporary utility connections of boats relocated to Kingfish Pier. Boat owners are responsible for removing and securing their items from the existing pier and piles
- 26. What is the last date to submit questions?
 - R. All questions shall be submitted in writing to Karen Olson, Deputy Port Director, by 5:00 pm on May 24th, 2017.
- 27. Is there any special means and methods City of Key West requires to move and moor these house boats?
 - R. There is no special means and methods, see response 11.
- 28. Is there any disposal site approved by City of Key West where contractor can dump all the demolition debris free of charge?
 - R. There no disposal site approved by the City, Contractor is responsible of all fees from the demolition debris.
- 29. Clarify all the steel pipe piles will be epoxy coated on exterior and interior surfaces as per the bid form? In the specifications, the coating system only calls to apply epoxy coating on the exterior side of the piles.
 - R. See response 1.
- 30. Is the contractor allowed to use the existing mooring piles as temporary mooring piles on Kingfish pier for the house boats?
 - R. See response 9.
- 31. In the bid form the base bid item "Product information and warranty certificate binder" clarify what the bidder should include in this line item and which product info and warranty is required? Is this project close out documents?
 - R. All product information used for the installation of the Dolphin pier must be included

- in the Binder. Example: Dock and Gangways maintenance, shop drawings, cabinets manuals, pipes, piles, dock hardware, bracing hardware, paint, dock electrical parts, etc.
- 32. In drawing C08 shows the mooring piles are square in cross section and the anchor piles are circular but as per the specs TS-6.0 says the diameter for mooring pile is 14". Please confirm.
 - R. Mooring piles diameter is 14".
- 33. Is there any special insurance required by the contractor to move house boats?
 - R. Contractor to verify with their insurance provider and marine tow.
- 34. Does the City have any approved manufacturers for the 15" cleats?
 - R. All Cleats Shall be 15" hex-head (by sea dog or approved equal).
- 35. Is the interior of the HSS piles needs to be coated top 20' same as the outside, or is it only the top 0.50' coated? Kindly confirm.
 - R. See response 1.
- 36. Instructions to Bidders #3 Qualification of Contractors; Page 6 Bidders must hold or obtain all required licenses or certificates in order to bid and perform the work. Does this include a contractor license for the "Specialist" identified on Page 86, Supplementary Conditions" SC-1.01.A.53?
 - R. No, it does not include the Specialist.
- 37. Instructions to Bidders #18 Time of Completion; Page 13 The term of this contract is 120 calendar days. Please clarify as this contradicts the "Start of Construction and Completion Times" paragraph on Bid Form, Page 18, setting for 90 days.
 - R. The contract time is 120 days, it will be revised in the bid form.
- 38. Bid Form General Insurance, Pages 15 18. If the project requires design, why is there no requirement for Errors & Omissions coverage listed? E&O is the only policy that would respond for an error in design.
 - R. Contractor is required to obtain Errors & Omission Coverage for design related items.
- 39. Bid Form General Insurance, #D, Page 15. Please clarify what is expected as proof as an authorized representative from the person signing the certificate.

- R. The company's representative authorized to enter into contracts. This would be the owner or president or written authorization from either giving authorization to sign.
- 40. Bid Form General Insurance, #N, Page 16. Providing thirty (30) days advance written notice of cancellation can be provided by the insurer. However, can the requirement for insurer to provide 30 days' notice for "intent not to renew" or "any change reducing the insurance coverage required" be removed from the Bid Form as it is asking beyond the abilities of the insurer to provide such notice?

R. No.

- 41. Bid Form General Insurance, #Q, Page 16. The Contractor ensures all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. How will the City know a subcontractor is properly insured?
 - R. Contractors responsibility to assure all subcontractors are properly insured.
- 42. Bid Form Specific Insurance Coverages & Limits, Page 16. Marine General Liability Insurance. Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy. A certified copy from the carrier could delay the Notice to Proceed. In order to meet the short deadline, will a copy of the policy from the broker be acceptable?
 - R. No, a copy of the policy from the broker is not acceptable.
- 43. General Conditions The General Conditions provide for the Engineer (who is later defined as a Construction Manager in Supplementary Conditions Article 1.01.A.19 Engineer) but they are not named to be a City employee. Please identify whether this is going to be hired out.
 - R. Stantec Consulting Ltd. is the Engineer of Record.
- 44. General Conditions 5.08 Receipt and Application of Insurance Proceeds, Page 60. #A On the loss payee, can any claims payable be revised to be made payable to "Contractor" and the Owner? #B On settling any loss claims, can the "Contractor" be added in addition to the Owner?

R. No.

- 45. General Conditions 6.05 A.1.a.2, Page 61. How does a Construction Manager (not an Engineer), make this call?
 - R. The Engineer of Record in this case Stantec Consulting Ltd.
- 46. General Conditions 6.05 A.2.a., Page 62. Please look at the duties the Construction

Manager is to perform under this. If he/she is not an Engineer, what qualifications will this individual have to make some of these determinations?

- R. See response 45.
- 47. General Conditions 6.20 Indemnification; Page 67-68. Does City of Key West Indemnification form under Section 00-43-18 take precedence over this section 6.20, Page 31?
 - R. Yes, City of Key West take precedence over this section.
- 48. General Conditions 6.21 Delegation of Professional Design Services #C; Page 68. Since design calculations will be required, this means there is a gap in insurance coverage (previously addressed in RFI #3 above) for the City if the Engineer has an error. Does this come back on the Prime Contractor? Please clarify.
 - R. See response 38.
- 49. Supplementary Conditions 1.01.A.53 Specialist; Page 86. While there is plenty of language requiring all bidders must meet the legal licensing criteria, if the Specialist does not hold the proper credentials, does this mean the Prime is liable for their actions? How would the City know if this Specialist was properly insured?
 - R. See response 41.

ITB Clarifications

- Contractor is responsible for paying the City of Key West permit fee. A Line Item has been added.
- Pre-construction survey is contractor's responsibility.
- Contractor is responsible for removal of all existing concrete spalling debris that has fallen or will fall during demolition of existing pier. Costs for removal shall be included in the demolition line item.
- Contractor will not be allowed to reuse existing piling location.

ITB Revised ITB Documents

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

Page(s)	<u>Description</u>
00 41 13-5	"Start of Construction and Contract Completion Time"
4	Has been revised to "120 Calendar Days.

00 41 13-7

Bid Form has been revised:

- · Line item for "Mobilization" has been added
- Line Item for "General/Supp. Conditions" has been added.
- Line Item for "Performance/Payment Bond" has been added.
- · Line Item for "Demobilization" has been added.
- · Line item "Permit Fees Allowance" has been added.
- · Line item "Temporary Mooring Piles" has been added.
- · Line item "Furnish and install Piles" has been revised
- Line item "Furnish and install Mooring Piles" has been revised.
- Line item for "General Allowance" has been revised.

Technical Specifications

TS-2.0 Section TS-2.2 has been revised:

The word "Finger Pier" has been replaced to "Piles"

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

Name of Business



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

ADDENDUM NO. 3

DOLPHIN PIER REPLACEMENT CITY Marina at GARRISON BIGHT ITB#17-015

The information contained in this Addendum adds questions and 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:

ITB Clarifications

- A Copy of the Pre-Bid meeting sign-in sheet is attached
- City would like to retain the life ring cabinets, all cleats as well as the water meter brackets that will be removed during the demolition of Dolphin Pier. These items shall be carefully removed and returned to the city.

ITB Questions Submitted from Mandatory Pre-Bid Meeting (May 23, 2017)

- 1. Will the salvage material (i.e. wires and pedestals), recovered from this job, become the property of the contractor?
 - R. With the exception of the items listed above, in ITB Clarifications, all salvage material (i.e. wire, pedestals, etc.) recovered from this job become the property of the contractor.
- 2. Observed on-site that the existing conduit was too small (2"). The required size is (4"). Are we to remove existing gear and platform to accommodate appropriate size conduit?
 - R. The size and quantities of conduit will need to be modified to accommodate the new G-GC cables. See revised sheet E06.

- 3. Observed on-site that the existing gear looks aged and does not have the capability to accommodate the required ground fault system. Are we to include in the bid new gear to accommodate ground fault protection as required per NEC code?
 - R. The Marine Power part numbers for new pedestals are for pedestals that include ground fault protection.
- 4. Bellingham Marine was not listed as a dock manufacturer, is there any pre-qualification required for dock manufacturers? Is Bellingham an approved dock manufacturer?
 - R. See Technical Specifications TS4.0, "Alternate manufacturers may be quoted at the Contractor's option." As approved equal and need to meet project plans and specifications.
- 5. What are the lengths of the existing anchor piles and the mooring piles?
 - R. The existing piles are approximately 30' in length.
- 6. Is there any dock furniture i.e. ladders, pedestals etc. needs to be stockpiled on site for the City of Key West before demolishing the existing pier?
 - R. See response 1.
- 7. Is the existing switch gear / metering to be reused or replaced with similar gear that was installed at Sailfish Pier with GFI Monitoring?
 - R. The existing switchgear / metering is to be reused.
- 8. If the existing gear is to be reused how does the design team propose to incorporate the GFI monitoring /system required by the NEC?
 - R. GFI monitoring system will be integral to the new power pedestals
- 9. Is the existing concrete vault to be reused or a new vault or stand to be installed?
 - R. Existing vault may be reused however the existing 2-inch conduits are inadequate for G-GC cable and will need to be replaced, as shown on plans. See revised sheet E06.
- 10. Is the top of the existing concrete pad above present FEMA flood zone regulations?
 - R. Yes, existing concrete pad is above FEMA flood.

- 11. Are the existing conduits feeding the pier of sufficient quantity, and size to accommodate the new G-GC cable outlined in the feeder schedule?
 - R. No the conduits will need to be replaced with larger size and quantity. See revised sheet E06.
- 12. Who is responsible for furnishing the pedestals?
 - R. Contractor shall purchase new pedestals from Marine Power note that part number provided on plans is for pedestals that include GFI protection.
- 13. The dock specifications indicate dual top-access utility troughs, 6" deep x 12" wide. The drawings show a stainless-steel utility tray running under the docks. Are either of these required, or is it acceptable to have ample space under the decking to facilitate all the utilities?
 - R. Contractor to use Stainless-steel utility tray running under the docks.

ITB Revised ITB Documents

Sheet(s)

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

Page(s)	<u>Description</u>
00 21 13-1	"Instruction to Bidders" Has been revised to "8 Calendar Days Prior to Bid Opening".
Technical Specifications	TS-4.0 Section TS-4.1 has been revised: • Chases Stainless-steel utility tray

The following plan Sheet Have been revised and are to be included herein for replacement of the corresponding Sheets in the ITB Documents.

Description

E06 Electrical Details has been revised. 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

Name of Business

Exhibit "B"

Past Experience



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 Superintendant:

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





Dania Beach Municipal Marina Renovation







Dania Beach Municipal Marina Renovation



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.



Project: NSU Seawall

Location:

NSU 3301 College Avenue Fort Lauderdale, FL 33314

Owners Representative:

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

cmiller@millerconstruction.co

Construction Dates:

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

Construction cost:

\$4,117,404.00

Change Orders:

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

Project Status:

Completed

SFI Project Manager:

Charles Diveto

SFI Project Superintendant:

Fred Maxwell

Relevance/Scope of Work:

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



NSU Seawall Wharf and Marina







NSU Seawall Wharf and Marina



Aluminum floating dock marina. Pre-cast/ cast-in-place concrete wharf structure.



Project: Blue Points Marina

Location:

700 Scallop Drive Cape Canaveral, FL

Owners Representative:

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

Completion Date:

2/17/09

Gross square feet of construction: 24,960

Construction cost: \$2,726,467

Project Status:

Completed

SFI Project Manager:

Matt Sturm

SFI Project Superintendent:

Fred Maxwell

Relevance/Scope of Work:

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





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

Exhibit "C"

Licenses

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, 2017, that its most recent annual report/uniform business report was filed on January 5, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2017



Cen Dagun Secretary of State

Tracking Number: CC4760287886

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

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



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

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

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

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

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



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1517337

ISSUED: 06/23/2016

CERTIFIED GENERAL CONTRACTOR ROYO, JAMES ANTHONY SHORELINE FOUNDATION INC

IS CERTIFIED under the provisions of Ch. 489 FS. Expiration date: AUG 31, 2018 L1606230000934

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1517337

The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2018 To we to

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





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

http://www.dms.myflorida.com/other-programs/office of supplier diversity osd

mily franchis

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

AC# 01508390

SININATURE

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

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

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

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

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

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

CITY OF KEY WEST, FLORIDA Business Tax Receipt

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

Business Name

SHORELINE FOUNDATION

CtlNbr:0004137

Location Addr

2781 SW 56TH AVE

Lic NBR/Class

17-00004139 CONTRACTOR - REG ENGINEERING II July 18, 2016 Expiration Date: September 30, 2017

Issue Date:

\$325.00

License Fee Add. Charges

\$0.00

Penalty

\$0.00

Total.

\$325.00

Comments:

This document must be prominently displayed. SHORELINE FOUNDATION

SHORELINE FOUNDATION 2781 SW 56TH AVE

MIRAMAR FL 33023

Oper: KEYAGLD Type: CC Drawer Date: 7/20/16 60 Receipt no: 22 2017 4139 CR LIC COLPATIONAL RENEWAL

1.00

Trans number: CK CHECK

563

Trans date: 7/20/16 Time: 13:30:06



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name

ROYO JAMES

Ct1Nbr:0024493

Location Addr

2781 SW 56TH AVE

Lic NBR/Class

17-00030164 COMPETENCY CARD

Issue Date:

July 13, 2015 Expiration Date: September 30, 2017

License Fee

\$30.00

Add. Charges

\$0.00

Penalty Total

\$0.00

\$30.00

Oper: KEYWELD Date: 7/13/15 51 2017 30164 Type: OC Drawer: 1 Receipt no: 28304

CONTRACTOR LIC OCCUPATIONAL RENEWAL

Comments: COMP CARD #763 FOR ENGINEERING I

Trans number: CK CHECK

3093

ROYO JAMES

2781 SW 56TH AVE

Trans date: 7/13/15

Time: 15:12:29

MIRAMAR FL 33023



Florida Department of Transportation

RICK SCOTT GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 JIM BOXOLD SECRETARY

June 1, 2016

SHORELINE FOUNDATION, INC. 2781 SW 56TH AVE PEMBROKE PARK FL 33023

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with 8.337.14 (1) F.S. your next application <u>must be</u> filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

MINOR BRIDGES, RIP RAP; SHEET PILE; BULKHEAD

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager Contracts Administration Office

AA:cj

Exhibit "D"

Proof of Insurance

Cllent#: 25889

SHOREFOU

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MANDD/YYYY) 11/15/2016

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 GERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME:		
USI Insurance Services, LLC/CL	PHOTIE (A/C, No, Exi); 305 669-6000 FAX (A/C, No): E-MAIL ADDRESS; USICERIS@usi.com		
P.O. Box 141916			
Coral Gables, FL 33114-1916	INSURER(S) AFFORDING COVERAGE NAIC		
305 669-6000	INSURER A: XL Specialty Insurance Company 37885		
Shoreline Foundation Inc 2781 SW 56 Ave Pembroke Park, FL 33023-4166	INSURER B: Navigators Insurance Company 42307		
	INSURER C: Commerce & Industry Ins Co 19410		
	INSURER D : Starr Indemnity & Liability Com 38318		
	INSURER E: American Modern Home Ins co	23469	
	INSURER F :		

CERTIFICATE NUMBER: COVERAGES 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. POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY UM00027959MA16A 01/15/2016 02/15/2017 EACH OCCURRENCE A \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 CLAUUS-MADE X OCCUR MED EXP (Any one person) \$5,000 \$1,000,000 PERSONAL & ADV INJURY GENL AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 POLICY X PRO-\$2,000,000 PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 AUTOMOBILE LIABILITY 11/15/2016 11/15/2017 E 2LA4CA000001000 BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS BODILY (NJURY (Per accident) s PROPERTY DAVAGE (Per accident) HIRED AUTOS В UMBRELLA LIAB NY16LIA15334601 01/15/2016 02/15/2017 EACH OCCURRENCE \$10,000,000 OCCUR В EXCESS LIAB CLAIMS-MADE NY16LIA15334602 01/15/2016 02/15/2017 AGGREGATE \$10,000,000 DED RETENTION \$ WORKERS COMPENSATION C 10/01/2016 10/01/2017 X STATUTE 19397854 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$1,000,000 N (Handatory In HH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 ITN100070559516 03/12/2016 03/12/2017 D CONTR EQUIP PER SCHEDULE IN FILE LEASED/RENTED **ALL RISK INCLUDES** \$1,000,000 **BOOM COLLAPSE** DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

			*		
					
CERTIFICATE HOLDER	*	CANCELL	ATION		

Shoreline Foundation Inc 2781 SW 56 Ave Pembroke Park, FL 33023-4166 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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