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: <u>Trumbo Road Floating Docks - Key West Bight Man</u>	
City of Key West Project No	
Bidder's person to contact for	additional information on this Bid:
Name:	James 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 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 14 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, , , , , (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

The City has obtained permits from FDEP and ACOE and are attached herewithin. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department, and a Certificate of Appropriateness from the Historic Architectural Review Commission (HARC).

Trumbo Road Floating Docks Key West Bight Marina Key West, Florida Project No. KB1201 (ITB #20-009)

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.

				Unit	No.
	Item Description	Qty	Units	Price	Total
(A) (A) (A) (A) (A)	e Bid				
1	Mobilization	1	EA	\$30,000.00	
	General / Supp Conditions	1	EA	\$15,000.00	
	Performance / Payment Bonds	1	EA	\$ 11,000.00	
	Demobilization	1	EA	\$10,000.00	_
	(10% of Construction Cost Max)				\$ 66,000.00
2	Permit Fees (to be paid at cost)	1	LS	\$40,000	\$ 40,000
3	Furnish and install Main Floating Dock (8'W x 12'L and 10'W x 146'L)	1556	SF	\$120.00	\$186,720.00
4	Furnish and install 4 Finger Piers (4'W x 35'L)	560	SF	\$115.00	\$ 64,400.00
	Furnish and install Piles (HSS 20.00 X 0.50) with epoxy	500		\$ 110.00	
5	coating system (Exterior)	14	EA	\$ 4,500.00	\$ 63,000.00
	Furnish and install Mooring Piles (HSS 14.00 X 0.50) with				
6	epoxy coating system (Exterior)	3	EA	\$2,500.00	\$ 7,500.00
7	Furnish and install Aluminum Access Ramp (4'W x 17'L)	1	EA		\$30,000.00
8	Furnish and install accessories (15" Cleats: Main Pier & Finger Piers)	28	EA	\$ 450.00	\$12,600.00
9	Electrical System per Stantec Plans and Specifications	1	LS	\$75,000.00	\$ 75,000.00
10	Potable Water System per Stantec Plans and Specifications	1	LS		\$ 27,000.00
11	Sewer System per Stantec Plans and Specifications	1	LS		\$44,110.00
12	Fire System per Stantec Plans and Specifications	1	LS	\$28,000.00	\$28,000.00
13	As-builts	1	LS	\$3,500.00	\$ 3,500.00
14	Product information and Warranty Certificate Binder	1	LS	\$ 500.00	\$500.00
15	Safety Act	1	LS	\$500.00	\$500.00
16	General Allowance (Only to be used with owners' written permission)	1	LS	\$50,000	\$ 50,000
			Total	Base Bid	\$ 698,830.00

TOT	AL LUMP SUI	M BASE BID			
Six	Hundred Ninety	-Eight Thousand	Eight Hundred Thirty		Dollars
		(Amount	t written in words has pred	edence)	
and	Zero	Cents			
•					
	2				
SUBO	CONTRACTO	RS			
award		ts for the follow	following subcontracting fing portions of the Work i		
Gar	y's Plumbing an	d Fire, Inc.			
Name					
640	9 2nd Terrace, S	uite 1	Key West	FL	33040
Street			City	State	Zip
Near	rshore Electric, I	nc.			
Name					
5680	1st Avenue		Stock Island	FL	33040
Street			City	State	Zip
Name					₁ ,
Street			City	State	Zip
Name					

Surety

Street

Nielson Hoover & Company, Inc. whose address is

8000 Governors Square Blvd., Ste 101 Miami Lakes FL 33016
Street City State Zip

City

Zip

State

<u>Bidder</u>

The name of the Bidder submitting this	Bid is Shoreline Foundati	on, Inc.	-
		doing	g business at
Street	Pembroke Park City	FL State	33023 Zip
which is the address to which all comm shall be sent.	unications concerned with th	is Bid and wi	th the Contrac
The names of the principal officers of the or of all persons interested in this Bid a		s Bid, or of th	ne partnership,
James A. Royo, President			
Barry S. Reed, V.P. / Secretary			
John R. McGee, V.P. / Treasurer			

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has	s set his (its) hand this day of	20
	the second secon	
	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 1th day of 2020.

(SEAL)

Shoreline Foundation, Inc.

Name of Corporation

Title: President

Secretary

Barry S. Reed, V.P.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
	:SS
COUNTY OF MONROE)

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

By: James A. Royo

Sworn and subscribed before me this

day of July , 2020

NOTARY PUBLIC, State of Florida

at Large

Notary Public State of Florida
Jessica Welch
My Commission GG 983643
Expires 05/03/2024

My Commission Expires: 05 03 2024

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.

A Pass

Sworn and subscribed before me this

day of July, 2020

NOTARY PUBLIC, State of Florida

at Large

Notary Public State of Florida
Jessica Welch
My Commission GG 983643
Expires 05/03/2024

My Commission Expires: 05 03 2024

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>City of Key West</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 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

A predecessor or successor of a person convicted of a public entity crime; or

Statutes, means

1.

- 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"



STATE OFFlorida
COUNTY OF Broward
PERSONALLY APPEARED BEFORE ME, the undersigned authority,
who, after first being sworn by me, affixed uis/her name of individual signing)
ignature in the space provided above on this Thomas of July , 2020
My commission expires:
05 03 2024 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, Ic.
	2781 SW 56th Avenue, Pembroke Park, FL 33023 Address Signature James A. Royo Print Name President Title
DATE:	7/7/20

SEAL:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OFFlorida)
: 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:
Notary Public State of Florida Jessica Welch My Commission GG 983843 Expires 05/03/2024 NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 05 03 2024

* * * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF <u>Florida</u>)
: 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 worn and subscribed before me this
day of July 2020.
NOTARY PUBLIC, State of <u>flonda</u> at Large
My Commission Expires:
Notary Public State of Florida Jessica Welch My Commission GG 983643 Expires 05/03/2024

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

- 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

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.	Non-Collusion Affidavit.	[x]
15.	Anti-Kickback Affidavit.	[x]
16.	Public Entity Crimes.	[x]
17.	Domestic Partner Affidavit.	[x]
18.	City of Key West Indemnification Form.	[x]
19.	Cone of Silence Affidavit.	[x]
20.	Proof of Insurance.	[x]

Exhibit "A"

Addendums



PORT & MARINE SERVICES

201 William Street Key West, FL 33040

ADDENDUM NO. 1

TRUMBO ROAD FLOATING DOCKS KEY WEST BIGHT MARINA ITB #20-009

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. What is the estimated construction cost?

The Owner's estimated construction cost is \$713,000

2. Are Wahoo Docks an acceptable alternate dock manufacturer?

Yes, Wahoo Docks (a Meeco Sullivan Corporation) is an approved alternate dock manufacturer

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.

Shoreline Foundation, Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street Key West, FL 33040

ADDENDUM NO. 2

TRUMBO ROAD FLOATING DOCKS KEY WEST BIGHT MARINA ITB #20-009

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 there any submerged utilities in the project work area?

There are no known submerged utilities

2. Who hire and pays for the pile monitoring?

Contractor is responsible for pile monitoring

3. Are engineered (signed and sealed) pile logs required?

Signed and sealed pile logs are not required

4. Will the electrical disconnects be required to be elevated to meet the FEMA flood plain requirements?

Yes, project is required to follow all applicable codes

5. When is the anticipated start date for construction?

Two to three months after bid opening

6. Will the City provide parking?

Yes, the City will provide parking passes for use during active work hours

7. How many parking spaces will be provided to the Contractor?

Number of parking passes will be determined after contract award

8. Are Golden Marine Systems aluminum floating dock systems an acceptable alternate dock manufacturer?

Yes, Golden Marine Systems aluminum floating dock systems is an approved alternate dock manufacturer

Are Bluewater Marina & Dock Specialties aluminum floating dock systems an acceptable alternate dock manufacturer?

Yes, Bluewater Marina & Dock Specialties aluminum floating dock systems is an approved alternate dock manufacturer

10. Could you please clarify the Floating Dock live load information provided:

TS-4.2 Design conditions for Floating Docks states: "Live load 50 psf. – Distributed load" Is this the flotation live load?

STRUCTURAL PILE LAYOUT Drawing number S01 Design 2. D states: DOCK LIVE LOAD = 100PSF. Is this the structural frame live load?

Am I correct in thinking the flotation live load is 50 psf.?

Yes, the 50 psf floatation live load referenced is an industry minimum. 100 psf live load is the FBC minimum for an exit way. As such a 100 psf live load is specified on docks in case of an emergency in which all vessel passengers must exit their vessels at the same time.

11. What is the purpose of having a center hinged gangway vs. a traditional gangway?

That is means and methods, we will consider traditional gangway

12. A traditional gangway would cost less.

Agree, see response to answer 11

13. If the center hinged gangway is a must, do you have additional specs or drawing on the hinge mechanism other than drawing C08?

There are no additional gangway specifications

14. Provide clarification on the following pipe pile specification:

TS-6.2 Steel piles will be tubular steel minimum ASTM A500 Grade B seamless steel pipe.

 Is it the engineers intention to require are non-spiral weld. Can pipe pile vendors quote ERW steel pipe A-500 / A-252-3? 50,000 ksi minimum yield?

The pipe needs to be ASTM A500-Gr B (Fy=42ksi)

 Cutting, splicing, and extending of steel piling will not be allowed. Does that mean no factory splice? Contractor will need to produce a cut sheet of their pipe for shop drawings. The cut sheet needs to show a legitimate splice which continues the conditions of the ASTM A500-Gr B (Fy=42ksi) properties through the pipe

The specification is requesting ASTM A-500 but further described as Seamless.
 These pipes wouldn't be seamless. Is the correct specification ASTM A-252 GR3 which would be for Piling?

No Seamless steel pipe, please disregard.

15. Please confirm that there is no pre-bid meeting mandatory or non-mandatory

There is no pre-bid meeting

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.

Shoreline Foundation, Inc.

Name of Business

Exhibit "B"

Bid Bond

FLORIDA BID BOND

	BOND NO. Bid Bond			
	AMOUNT: \$ 5%			
KNOW ALL MEN BY THESE PRESENTS, that	Shoreline Foundation, Inc.			
,				
hereinafter called the Contractor (Principal), and _	NGM Insurance Company			
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner (Obligee), in the sum of: Five Percent of Amount Bid				
	(\$), for the executors, administrators, successors, and			
THE CONDITION OF THIS BOND IS SUCH TH	AT:			
WHEREAS, the Principal is herewith submitting Trumbo Road Floating Docks - Key West Bight M				

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

ITB #20-009: TRUMBO ROAD FLOATING DOCKS - KEY WEST BIGHT MARINA

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the 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.

, <u>20</u> ²⁰ .	
Shoreline Foundation, Inc.	
Principal By: NGM Insurance Company	
By: Attack of the Foot of Charles I. Nie	elson
	Shoreline Foundation, Inc. Principal By: NGM Insurance Company Surety



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 Nielson, David Russell Hoover, Charles Jackson Nielson, Ian A Nipper, Brett Rosenhaus-----

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 Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimbuly K. Law

Kimberly K. Law Vice President, General Counsel and Secretary

Loak Pentr



State of Florida, County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she 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 7th day of January, 2020.

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

8th day of July , 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.

n: Bond Claims.

Exhibit "C"

Past Experiences & References



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 Superintendant:

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: 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.







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



SFT

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.

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: Trumbo Road Floating Docks Key West Bight Marina

Bid No. 20-009

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 (see attached Performance Assessment) 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". In addition, since the date of the resolution of the above mentioned incident with the Government, Shoreline has had reviews with both FDOT and the Florida Department of Management Services and based upon those reviews Shoreline has not been debarred by either agency nor has it been placed on any Convicted Vendor List.

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,

James A. Royo

President of Shoreline Foundation, Inc.

ATTORNEYS AT LAW



215 S. Monroe Street | Suite 500 Tallahassee, Florida 32301-1866 P.O. Drawer 190 | Tallahassee, Florida 32302-0190 850.224.1585 | fax 850.222.0398 www.carltonfields.com

> Florham Park Hartford Los Angeles

Miami New York Orlando Tallahassee Tampa

Washington, DC West Palm Beach

Atlanta

March 25, 2010

To Whom It May Concern:

Shoreline Foundation, Incorporated ("SFI") notified the Florida Department of Management Services ("DMS") of its conviction in connection with a contract with a federal government agency. SFI provided DMS with details relating to the conviction, as well as information mitigating against SFI's placement on Florida's convicted vendor list pursuant to Florida Statute 287.133(3)(e)3f. On May 29, 2019, the attorney representing DMS notified me that, based on the information supplied, DMS did not intend to place SFI on the Florida public entity crime list. DMS' convicted vendors list, which is available at the following webpage, provides verification that DMS has not placed SFI on the list.

https://www.dms.myflorida.com/business operations/state purchasing/state agency r esources/vendor registration and vendor lists/convicted vendor list

Sincerely,

Martha Harrell Chumbler

Meter Hand Contin

Cc: Richard Geraci

SAO 245E

(Rev. 12/03) Judgment in a Criminal Case for Organizational Defendants

PEMBROKE PARK, FLORIDA 33023

T	MITED	STATES	DISTRICT	C_{OURT}
L	MILLED	DIAILS	DISTRUCT	COURT

UNITED	STATES DISTRIC	I COURT
SOUTHERN	District of	FLORIDA
UNITED STATES OF AMERICA V.		NT IN A CRIMINAL CASE ational Defendants)
SHORELINE FOUNDATION, INC.	CASE NUM	BER: 18-CR-20708-WILLIAMS
	DOUGLAS	
THE DEFENDANT ORGANIZATION		ization's Attorney
pleaded guilty to count(s) 1 OF THE INFO		
pleaded nolo contendere to count(s) which was accepted by the court.		
was found guilty on count(s)after a plea of not guilty.		
The organizational defendant is adjudicated guilty	of these offenses:	å
<u>Nature of Offense</u>	. 8	Offense Ended Count
<u>Nature of Offense</u> J.S.C. 287.F FALSE, FICTITIOUS	AND FRAUDULENT CLAIM	ns. 8/29/2018 1
The defendant organization is sentenced as	provided in pages 2 through	5 of this judgment.
Count(s)	5-5-40 May N. C. 118-	
It is ordered that the defendant organization of name, principal business address, or mailing address fully paid. If ordered to pay restitution, the dechanges in economic circumstances.		
Defendant Organization's ederal Employer I.D. No.: 59-2695595	1/9/2019	
	Date of Impositio	on of Judgment
Defendant Organization's Principal Business Address: 2721 SW 56TH AVENUE	1	
PEMBROKE PARK, FLORIDA 33023	Signature of Judg	ge
	KATHLEEN	I M. WILLIAMS DISTRICT JUDGE
	Name of Judge	Title of Judge
×	2)13	119
Defendant Organization's Mailing Address:	Date	<i>'</i>
JOHN MCGEE, VICE PRESIDENT	/	1
2781 SW 56TH AVENUE		

Case: 1:18-cr-20708, Document: 18, Filed: 02-13-2019, Page 2 of 5

AO 245E (Rev. 12/03) Judgment in a Criminal Case for Organizational Defendants

Sheet 2 — Probation

Judgment—Page 2 of 5

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.

CASE NUMBER: 18-CR-20708-WILLIAMS

PROBATION

The defendant organization is hereby sentenced to probation for a term of: 5 YEARS

The defendant organization shall not commit another federal, state or local crime.

If this judgment imposes a fine or a restitution obligation, it is a condition of probation that the defendant organization pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant organization must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page (if indicated below).

STANDARD CONDITIONS OF SUPERVISION

- within thirty days from the date of this judgment, the defendant organization shall designate an official of the organization to act as the organizations's representative and to be the primary contact with the probation officer;
- the defendant organization shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 3) the defendant organization shall notify the probation officer ten days prior to any change in principal business or mailing address;
- 4) the defendant organization shall permit a probation officer to visit the organization at any of its operating business sites;
- 5) the defendant organization shall notify the probation officer within seventy-two hours of any criminal prosecution, major civil litigation, or administrative proceeding against the organization;
- 6) the defendant organization shall not dissolve, change its name, or change the name under which it does business unless this judgment and all criminal monetary penalties imposed by this court are either fully satisfied or are equally enforceable against the defendant's successors or assignees; and
- 7) the defendant organization shall not waste, nor without permission of the probation officer, sell, assign, or transfer its assets.

Case: 1:18-cr-20708, Document: 18, Filed: 02-13-2019, Page 3 of 5

AO 245E (Rev. 12/03) Judgment in a Criminal Case for Organizational Defendants

Sheet 2B — Probation

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.

Judgment—Page 3 of 5

CASE NUMBER: 18-CR-20708-WILLIAMS

SPECIAL CONDITIONS OF SUPERVISION

- 1. Disclosure of Business/Financial Records: The defendant corporation shall make full and complete disclosure of its business finances/financial records to the U.S. Probation Officer. The defendant corporation shall submit to an audit of its business financial records as requested by the U.S. Probation Officer.
- 2. Permissible Search: The defendant corporation shall submit to a search and/or inspection of any of its properties and places of business conducted at a reasonable time and in a reasonable manner by the U.S. Probation Officer and shall permit the U.S. Probation Officer to accompany any law enforcement or regulatory official during any enforcement or inspection of the defendant's properties or places of business.
- 3. Required Notification Financial: The defendant corporation shall be required to notify the U.S. Probation Officer immediately upon learning of any material adverse change in its business or financial condition or prospects, the commencement of any bankruptcy proceeding or any major civil litigation in excess of \$25,000.
- 4. Required Notification Breach of Compliance: The defendant corporation is to inform the U.S. Probation Officer of any breach of compliance involving the defendant company. A description of the nature, date and time of the breach of compliance shall be provided to the U.S. Probation Officer within three days of the breach.
- 5. Corporate Compliance: The defendant corporation shall not, through a business transaction of any type, including but not limited to, a change of name, business reorganization, sale or purchase of assets, divestiture of assets, or any similar action, seek to avoid the obligations and conditions set forth in the plea agreement. The plea agreement, together with all of the obligations and terms thereof, shall inure to the benefit of and bind assignees, successors-in-interest, or transferees of the defendant.
- 6. Required Compliance Program: The defendant corporation shall establish and maintain an effective compliance program which shall comply with all federal rules and regulations pertaining to false, fictitious and fraudulent claims to an agency of the United States, in violation of 18 U.S.C. § 287, and shall employ an appropriately qualified Compliance Officer, subject to the approval of the Court. This Compliance Officer shall have the responsibility for implementing the compliance program and overseeing the compliance program. The Compliance Officer shall be a senior level management or supervisory level officer. The entire compliance program shall remain under the supervision of the Court for the duration of the term of probation.

Case: 1:18-cr-20708, Document: 18, Filed: 02-13-2019, Page 4 of 5

AO 245E

(Rev. 12/03) Judgment in a Criminal Case for Organizational Defendants

Sheet 3 - Criminal Monetary Penalties

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.

5 Judgment — Page of

CASE NUMBER: 18-CR-20708-WILLIAMS

CRIMINAL MONETARY PENALTIES

The defendant organization must pay the following total criminal monetary penalties under the schedule of payments on Sheet 4.

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ΤO	TALS	<u>Ass</u> \$ 400	essment .00				575 H	F <u>ine</u> 0,000.00)		\$	Restitut	<u>ion</u>		
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	The defend below.	dant orga	nization s	shall ma	ke restitu	tion (inc	luding c	ommunit	y restitut	ion) to t	he follow	ing paye	es in the	amount	listed
	If the defer otherwise i be paid be	ndant org in the pric fore the U	anization ority order United Sta	makes a r or percates is pa	a partial p entage pa aid.	ayment, yment co	each pa olumn be	yee shall clow. Ho	receive a wever, pu	n appro irsuant t	ximately o 18 U.S.	proportio C. § 3664	oned pay (i), all no	ment, un onfedera	less specifie l victims mu
<u>Nan</u>	ne of Payee	2	***	.e.		- "T _e	Total	Loss*	$\mathcal{M}_{k_{i,j}}$	Rest	itution O	rdered	<u>Priori</u>	ty or Per	rcentage
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	The defended before the be subject	fifteenth	day afte	r the dat	e of the j	udgment	, pursua	nt to 18	U.S.C. § :	3612(f).	00, unless All of th	the resti	tution or nt option	fine is p	oaid in full eet 4 may
	The court	determin	ned that th	ne defen	dant orga	mization	does no	t have th	e ability t	to pay ir	nterest, ar	nd it is or	dered the	at:	
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	the ir	nterest red	quiremen	t for the		fine	☐ rest	itution is	modified	d as foll	ows:				

^{*} Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

Case: 1:18-cr-20708, Document: 18, Filed: 02-13-2019, Page 5 of 5

(Rev. 12/03) Judgment in a Criminal Case for Organizational Defendants Sheet 4 — Schedule of Payments AO 245E

DEFENDANT ORGANIZATION: SHORELINE FOUNDATION, INC.

Judgment — Page 5 of 5

CASE NUMBER: 18-CR-20708-WILLIAMS

		SCHEDULE OF PAYMENTS
Havi	ng a	ssessed the organization's ability to pay, payment of the total criminal monetary penalties are due as follows:
A	V	Lump sum payment of \$ 400.00 due immediately, balance due
		☐ not later than, or ☐ in accordance with ☐ C or ☐ D below; or
В		Payment to begin immediately (may be combined with C or D below); or
C	□.	Payment in (e.g., equal, weekly, monthly, quarterly) installments of \$ over a period of (e.g., months or years), to commence (e.g., 30 or 60 days) after the date of this judgment; or
D		Special instructions regarding the payment of criminal monetary penalties:
A 11 .	wien i	nal monetary penalties are made to the clerk of the court.
The	defei	ndant organization shall receive credit for all payments previously made toward any criminal monetary penalties imposed.
	Join	t and Several
	Def	endant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and esponding payee, if appropriate.
	The	defendant organization shall pay the cost of prosecution.
	The	defendant organization shall pay the following court cost(s):
	The	defendant organization shall forfeit the defendant organization's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

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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 FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503 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

Past Rating	Rating
N/A	Very Good
N/A	Very Good
N/A	Exceptional
N/A	Very Good
N/A	N/A
N/A	N/A
	N/A
	N/A
	N/A
	N/A N/A N/A 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

CPARS

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"

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



Kaullyku 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

Ron DeSantis, Governor

Halsey Beshears, 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, 2022

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.

SHORELINE FOUNDATION

MIRAMAR, FL 33023

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 This document must be prominently displayed.

ROYO, JAMES

MIRAMAR, FL 33023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2020

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).

	is certificate does not confer rights to						may require	an endorsement. A state	ement (ווכ	
	DUCER				CONTAC NAME:						
Bro	wn & Brown of Florida, Inc.				NAME: PHONE (954) 776-2222 (A/C, No. Ext): (954) 776-4446 (A/C, No. Ext): (954) 776-4446						
	1 W Cypress Creek Rd				PHONE (954) 776-2222 FAX (A/C, No.): (954) 776-4446 E-MAIL certs@bbftlaud.com						
Suit	e 130				INSURER(S) AFFORDING COVERAGE NAIC #						
For	Lauderdale			FL 33309	INSURER A : Liberty Mutual Insurance Company 23						
INSU	RED				INSURE	Liboob A	Mutual Fire Insu	urance Company		23035	
	Shoreline Foundation Inc				INSURE	L lovella a	of London			15642	
	2781 SW 56th Avenue				INSURE	A 4 I -	surance Comp	any		23752	
					INSURE						
	Hollywood			FL 33023	INSURE						
CO	VERAGES CER	TIFIC	ATE	NUMBER: 19-20 & 20-21				REVISION NUMBER:			
IN CI EX	HIS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERT CLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TH LICIE:	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	CONTRA	ACT OR OTHER ES DESCRIBE ED BY PAID CI	R DOCUMENT \ D HEREIN IS S LAIMS.	MITH RESPECT TO WHICH TI	HIS		
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT			
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	φ	0,000	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 100,		
				V				MED EXP (Any one person)	\$ 5,000		
Α				MLIB100114001		02/15/2020	02/15/2021	PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'LAGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000		
	POLICY PRO-							PRODUCTS - COMP/OP AGG	φ	0,000	
	OTHER:				_			COMBINED SINGLE LIMIT	\$		
	AUTOMOBILE LIABILITY							(Ea accident)	\$ 1,00	0,000	
	ANY AUTO OWNED SCHEDULED					10/01/2019	10/01/2020	BODILY INJURY (Per person)	\$		
В	AUTOS ONLY AUTOS			AS2Z51292092039				BODILY INJURY (Per accident) PROPERTY DAMAGE	\$		
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							(Per accident)	\$		
									\$	00.000	
_	✓ UMBRELLA LIAB ✓ OCCUR			MANGONAGONAGA		00/45/0000	00/45/0004	EACH OCCURRENCE	φ	00,000	
D	EXCESS LIAB CLAIMS-MADE		MAXS201000108101		02/15/2020	02/15/2021	AGGREGATE	\$ 10,0	00,000		
	DED RETENTION \$ WORKERS COMPENSATION							DER LOTH.	\$		
	AND EMPLOYERS' LIABILITY Y/N							➤ PER STATUTE OTH-	1.00	0.000	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A \		WC2Z51292092029		10/01/2019	10/01/2020	E.L. EACH ACCIDENT	4.00	0,000	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000 \$ 1,000	0,000	
	DÉSCRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLICY LIMIT Limit		00,000	
С	Vessel Pollution Policy			5327101		08/10/2019	08/10/2020	Little	ψ0,0	50,000	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be at	tached if more s	pace is required)				
	, E										
CEF	RTIFICATE HOLDER				CANC	ELLATION					
	Shoreline Foundation, Inc.				THE	EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER! Y PROVISIONS.		BEFORE	
	2781 SW 56 Avenue			1							

Pembroke Park

FL 33023

AGENCY CUSTOMER ID:	



ADDITIONAL REMARKS SCHEDULE

Page of

			N
AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED Shoreline Foundation Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOR	D FORM,		
FORM NUMBER: 25 FORM TITLE: Certificate of Liability	y Insurance: No		
*** 50% Quota-Share on MGL, Hull, P&I with Ascot Insurance & 50% Quo	ota Share on Bu	mberbershoot w/Liberty Insurance ***	
Hull/P&I Coverage - Jones Act/Crew Coverage included Policy#LIUH0036201 \$1,000,000 P&I Limit			
			3
*			