

ORIGINAL

## SHORELINE FOUNDATION, INC.

Address: 2781 SW 56<sup>th</sup> Avenue  
Pembroke Park, FL 33023

Contact: Jon Klion

Phone: (954) 985-0460

Fax: (954) 985-0462

Email: [jklion@shorelinefoundation.com](mailto:jklion@shorelinefoundation.com)

**RFP Subject:** Waterway Conveyance Improvements, C-3 canal Restoration Project

RFP No. 2010.05.13

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# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## PROPOSER ACKNOWLEDGEMENT

<b>CITY OF CORAL GABLES</b> <b>Waterway Conveyance Improvements, C-3 Canal Restoration</b> <b>Project - RFP No. 2010.05.13</b>	Proposal must be received prior to 2:00 P.M. Monday, June 14, 2010 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72 <sup>nd</sup> Avenue, Miami, FL 33155. All Proposals received after the specified date and time will be returned unopened.
A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.	Contact: Margie Gomez Telephone: 305-460-5103 Facsimile: 305-460-5126 mgomez@coralgables.com contracts@coralgables.com

## **PROPOSERS ACKNOWLEDGEMENT**

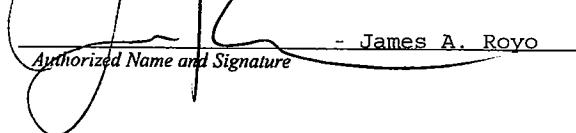
THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE RFP ON OR BEFORE TO THE DATE AND THE TIME OF RFP OPENING. THE PROPOSAL SUMMARY SHEET ON WHICH THE PROPOSER ACTUALLY SUBMITS AN RFP AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH THE RFP DOCUMENT. FAILURE TO SIGN (**BLUE INK PREFERRED**) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ACKNOWLEDGEMENT OF ANY ADDENDUMS MAY RENDER YOUR BID/PROPOSAL NON-RESPONSIVE.

Bidders Name: Shoreline Foundation, Inc.	Fed. ID No. or SS Number: 59-2695595
Complete Mailing Address: 2781 SW 56th Avenue Pembroke Park, FL 33023	Telephone No.: (954) 985-0460
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.: (954) 985-0462 Reason for no Response: N/A
<b>Bond (If Applicable)</b> <input checked="" type="checkbox"/> Bid Bond/Security Bond [ ] Bank Draft [ ] Cashier's Check [ ] Certified Check [ ] Treasurer's Check [ ] Other _____	
No. _____ in the amount of \$ 5%	

Advertisement of Formal Solicitations not requested by the City of Coral Gables is prohibited; all solicitations are posted on the City's website [www.coralgables.com](http://www.coralgables.com) and in a local newspaper. Third party advertisement of any solicitation must be approved by the City of Coral Gables in writing, at no cost to the City of Coral Gables. The information advertised will be reviewed and approved by the City of Coral Gables, City Clerk's office seventy two (72) hours before posting. The City of Coral Gables, at its sole discretion, may reject any request for advertisement of their Formal Solicitations.

THE PROPOSER CERTIFIES THAT THIS RFP IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE BID DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES, IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES. FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW **IN BLUE INK** ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Agree  (Please check box and sign to acknowledge this RFP)

  
- James A. Royo  
Authorized Name and Signature

President  
Title

June 14, 2010  
Date



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 1

### Request for Proposal (RFP) No 2010.05.13

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#### 1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

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##### 1.1. Invitation

Thank you for your interest in this Request for Proposal (“RFP”). The City of Coral Gables (the “City”), through its Procurement Division invites responses (“Responses”) which offer to provide the services described in Section 2.0 “Scope of Services”.

##### 1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein shall be required to execute a construction contract with the City in substantially the same form as the contract included as part of this RFP, if applicable. Throughout this RFP, the phrases “must” and “shall” will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

Mobilization of all dredging, piping and dewatering equipment shall be completed within ten (10) days of the date of the Notice to Proceed. Dredging and dewatering of the material from the area prescribed in the scope of the project shall be completed by July 31<sup>st</sup> 2011. Contractor shall be aware that MIAMI DADE County Vessel Speed Zones are in effect and including Dade Manatee Protection Zones in F.A.C. Ch. 16N-22.025. No work activities shall be allowed within the City’s tidal waters (C-3 Canal) during the No Entry period from November 16<sup>th</sup> through April 30<sup>th</sup>. If the City determines that the Contractor has not met the criteria provided in these contract documents for the project, the Contractor shall demobilize and restore the work sites within fifteen (15) days of notification by the City.

##### 1.3. Submission of Responses

To receive consideration, proposals must be submitted on Proposal forms as provided by the City. This request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in blue ink. Use of erasable ink is not permitted. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Response form. Copies may be obtained from the Procurement Division, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, FL 33155. **The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.** Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Proposal with four (4) copies must be submitted to the Procurement Division, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date. It will be the sole responsibility of the Proposer to deliver their proposal to the Chief Procurement Officer’s office on or before the closing hour and date indicated.

**PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED ON THE EXTERIOR AS FOLLOWS:**

**RFP NO 2010.05.13**

**WATERWAY CONVEYANCE IMPROVEMENTS,  
C-3 CANAL RESTORATION PROJECT**

**PROPOSER NAME AND ADDRESS:**

Shoreline Foundation, Inc.

2781 SW 56th Avenue

Pembroke Park, FL 33023

**TO BE OPENED ON:**

**MONDAY, JUNE 14, 2010 – 2:00 PM**

**AND ADDRESSED TO:**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION  
2800 S.W. 72nd AVENUE  
MIAMI, FL 33155**

No responsibility will be attached to the Procurement office for the premature opening of a Proposal not properly addressed and identified. All Proposals submitted become the exclusive property of the City of Coral Gables.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. Proposal Submission Requirements as listed herein must be followed. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

#### **1.4. Additional Information or Clarification**

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by **WRITTEN REQUEST** via fax or email to [contracts@coralgables.com](mailto:contracts@coralgables.com); attention Chief Procurement Officer. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** and posted in the City's website [http://www.coralgables.com/CGWeb/dep\\_proc\\_vendor.aspx](http://www.coralgables.com/CGWeb/dep_proc_vendor.aspx). No person is authorized to give oral interpretations of, or make oral changes to the proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. It is the Proposer's responsibility to assure receipt of all addenda.

Facsimiles must have a cover sheet that includes the Proposers name, RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing no later than **Friday, May 28, 2010 prior to 4:00 PM**.

Proposers should not reply on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

#### **1.5. Proposal Format**

Careful attention must be given to all requested items contained in this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response including Scope of Work Submission.

- (a) Title Page shall include the RFP subject, the name of your firm, address, telephone number, name of contact person and date.
- (b) Table of Contents shall clearly identify the material by section and page number. In the original bid package only, please flag the Bid Bond, Addendum and Pricing sections.

(c) **Summary of Proposer's Qualifications.** Identify the Project Manager and key personnel who will work as part of this project. All personnel who will be operating the integrated dredging and dewatering system shall include qualifications, background and experience in their resumes. The resumes should be included as an appendix.

1. Describe the experience in conducting a minimum of three (3) commercial projects (or similar) of equal or greater scope for each of the Project Managers or key personnel engagements within the past five (5) years.
2. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.
3. Document business ownership for at least the past five (5) years.
4. Provide company financial statement for past three (3) years.
5. Describe company's core business and any sideline work.
5. Provide at least three (3) but, not more than five (5) references.

Any and all Responses that do not follow the prescribed format may be deemed non-responsive. Proposers shall complete and submit as part of its Response all of the following forms and/or documents:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>· Proposers Acknowledgement</li><li>· Proposers Qualifications Statement</li><li>· Americans with Disabilities Act</li><li>· Certified Resolution</li><li>· Foreign Corporations</li><li>· Offeror's Certifications</li><li>· Non Collusion Affidavit</li></ul> | <ul style="list-style-type: none"><li>· Cone of Silence</li><li>· Code of Ethics &amp; Conflict of Interest</li><li>· Formal Solicitation Protest Procedures</li><li>· Drug Free Work Place Form</li><li>· Lobbyist Application</li><li>· Lobbyist Biennial Registration Application</li><li>· Construction Forms</li></ul> |
|---|---|

#### **1.6. Vendor Registration**

It is the policy of the City that all prospective Proposers/Bidders register as a Vendor indicating the commodities which can be regularly supplied. Should a prospective Proposer/bidder not be currently listed on the City's Proposer/bidders list, you may register via internet at:

[http://www.coralgables.com/CGWeb/dep\\_proc\\_vendor.aspx](http://www.coralgables.com/CGWeb/dep_proc_vendor.aspx)

As a registered vendor access to solicitations, addenda's, plan holders list and construction drawings (at the City's discretion) can be downloaded at no charge. For any questions, contact the Procurement Office at 305-460-5102. It is the sole responsibility of the Proposer to insure that they are properly registered with the City.

#### **1.7. Award of an Agreement**

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more proposer deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

#### **1.8. Agreement Execution**

By submitting a Response, the Proposers agree to be bound to and execute the Agreement for the **Waterway Conveyance Improvements, C-3 Canal Restoration Project**. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received need not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

**1.9. Unauthorized Work**

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

**1.10. Changes/Alterations**

Proposers may change or withdraw a Response at any time **prior to** Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

**1.11. Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in RFP section 1.4 above. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

**1.12. Disqualifications**

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

**1.13. Proposers Expenditures**

Proposer(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposer(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.

**1.14. Bidders Expenditures**

Bidder(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this IFB are exclusively at the expense of the Bidder(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Bidder in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Bidder(s) if an Agreement is awarded.

**1.14 Bid Bond/Bid Security/Bid Deposit**

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five (5%) of the bid total amount will accompany the Bid. The bonding company must appear on the US Treasury List. The Bid Bond of the successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Bidders will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Bidder being "non-responsive" and rejected.**

**1.15 Performance and Payment Bond**

The successful Bidder shall post a Performance and Payment Bond from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor

and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted on a per project basis and shall be a sum equal to one hundred percent (100%) of each project(s) total, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Contractor with the City Clerk, in the full amount of the contract price, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

#### **1.16 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages**

**The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:**

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

<b><u>Bond Amount</u></b>	<b><u>Best Rating</u></b>
500,000 to 1,500,000	A VI
1,500,000 to 2,500,000	A VIII
2,500,000 to 5,000,000	A X
5,000,000 to 10,000,000	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bid and/or Request for Proposal is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.



**CORAL GABLES, FL**  
City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## **SECTION 2**

### **Request for Proposal (RFP) No. 2010.05.13**

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#### **2.0 SCOPE OF WORK**

**2.1** The Contractor shall provide all supervision, machinery, labor, equipment, supplies, and material necessary to perform the work as indicated in the following Technical Specifications and the Construction Plans for this project. The work consists of performing all operations in connection with hydraulically (suction) dredging sediments located within the dredge area, transporting the sediment from the canal to a mechanical processing plant via a pipeline, dewatering the sediment for removal by truck, and returning any excess water in a condition that meets water quality standards, all as indicated in these Contract Documents. The project entails the removal of approximately 34,500 cubic yards of sediment, from the Coral Gables C-3 Canal. Potential bidders are advised that the dredge area may be adjusted by the City to avoid native vegetation areas without re-negotiation of price or terms. The City shall not consider the terms of the Contract to be satisfied unless at least ninety-five percent (95%) of the designated dredge area is excavated and the material dewatered to specifications prescribed in these Technical Specifications.

**2.2 Location of Work and Mobilization/Demobilization Sites**

The existing C-3 Canal segments to be dredged are located within the City of Coral Gables, as shown on the Construction Plans. The discharge pipe shall extend from the dredge, along the canal to the Contractor's processing plant to be located on the Golf Course property adjacent to Bird (SW 40<sup>th</sup> St.) Roads. Mobilization/demobilization of the dredge equipment will take place from the Contractor's staging area (processing plant) site located on the western side of the canal adjacent to The Bird Road Bridge, as shown on Staging Map Site Plan (Appendix D).

**2.3 Contract Conditions**

Commencement, prosecution, and completion of the work are addressed in the General Provisions. Mobilization of all dredging, piping and dewatering equipment shall be completed within ten (10) days of the date of the Notice to Proceed. Dredging and dewatering of the material from the area prescribed in the scope of the project shall be completed within one hundred sixty five (165) calendar days of mobilization. If the City determines that the Contractor has not met the criteria provided in these Contract Documents for the project, the Contractor shall demobilize and restore the work sites within fifteen (15) days of notification by the City.

**2.3.1 Excusable delays:**

The right of the contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays, when such delays are caused by reasons stated below:

- a) Any acts of the government including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reasons of war, national defense, or any other national emergency.
- b) To any acts of the City of Coral Gables.

- b) To causes not reasonably foreseeable by the parties to the contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions, provided that the Contractor notifies the City within ten (10) days of the cause of the delay. Upon receipt of such notifications, the City shall ascertain the facts and the cause for the delay. If the delay is excusable, the City shall extend the time for completion of the work for a period of time commensurate with the period of excusable delay.

#### 2.3.2 Liquidated Damages

If the Contractor, or in the case of default, the Surety, fail to fully complete the work within the time stipulated in the proposal plus the time for excusable delays - the sum of two thousand dollars (\$2,00.00) per calendar day, until the work is completed, shall be deducted from any money due the Contractor not as a penalty but as a fixed, agreed upon amount as the recompense to the Owner for the loss of the facility, for additional costs incurred by the Owner for administration of the Contract during said period of time, and the disruption caused by the delayed construction activities.

#### 2.4 Conflicts

To the extent that there is a conflict between the various sections of the contract documents, the following order of documents shall indicate precedence:

- 2.4.1 In order of the most recent document date: Contract Modifications, Change Orders, Addendums, and/or modifications to the Technical Specifications or Plans authorized by the City.
- 2.4.2 Technical Specifications
- 2.4.3 General Provisions
- 2.4.4 Florida DOT Specifications for Road & Bridge Construction (1991)
- 2.4.5 Proposal and Bonds

#### 2.5 Definitions

- 2.5.1 **Sediment** - sands, silt, debris and other materials.
- 2.5.2 **Contract Documents** - Technical Specifications, Permits, Construction Plans, General Provisions, Bid Proposals, Contract Modifications, Addendums, Change Orders and required Contractor Submittals related to the work.
- 2.5.3 **Mobilization** - The deployment by the Contractor of such equipment and material as is necessary to perform the work as detailed in the Contract Documents and in compliance with State, Federal and local laws and regulations.
- 2.5.4 **Demobilization** - The removal of all equipment and material associated with this Contract from the work locations and doing so in a manner which leaves the work sites in their original condition or in a condition acceptable to the City.
- 2.5.5 **Environmental Damage and/or Pollution** - The presence of chemical, physical or biological elements or agents which have the potential to adversely affect human health or welfare; unfavorably alter ecological balance; affect other species; or degrade the utility of the environment for aesthetic, cultural, historical or recreational purposes. The control of pollution and environmental damage require consideration of water, air, land, and cultural resources and includes management of construction activities, visual aesthetics, noise, and solid wastes as well as other pollutants. Pollutants include fuels and other hydrocarbons such as hydraulic fluid, paints and solvents; bilge water; solid wastes; and noise.

- 2.5.6 **Items of Historical or Archeological Value** - Man-made or altered artifacts over 50 years old.
- 2.5.7 **Plans/Construction Plans** - Any drawings as specified in the Contract Documents. The term "Plans" is synonymous with the term "Construction Plans" and the term "Drawings".

## 2.6 Contractor Experience

- 2.6.1 **Required Qualifications:** The Information for Bidders includes supplements referred to as Pre-Award Information. A letter of interest and a resume of key personnel shall be completed by the Contractor and submitted with the bid. The City of Coral Gables is seeking qualified bidders to remove and dewater sediments from The Coral Gables C-3 Canal. Qualified bidders shall have direct experience as the primary Contractor on hydraulic dredging projects that have successfully integrated continuous rapid dewatering equipment as proposed for this project on sites equivalent to or larger than this project and have successfully produced dewatered stackable material suitable, with no free water discharge, for removal by standard trucks at a rate equivalent to that required for the successful completion of this project. Listed projects shall exhibit typical open water dredging characteristics wherein organic and inorganic materials similar to those described in these Technical Specifications and as defined by the City were present in non-homogeneous soils. The information submitted shall include the volume and specific characteristics of the dredged sediment, equipment utilized, project location, rate of production, dewatered material characteristics, project schedule and references.
- 2.6.2 **Proposed Process Submittals:** Qualified bidders shall submit with the bid a detailed comprehensive plan of the proposed dredging and dewatering process describing the various equipment units incorporated in the system and how each unit functions as a component of the integrated dredging and dewatering system and at what rate the system is designed to process the material. The plan shall include the ownership and availability of equipment that is intended for use on this project as well as the qualifications, background and experience of all personnel who will be operating the integrated dredging and dewatering system.

## 2.7 Pre-Construction Meeting

After Contract Award and before construction operations are initiated, the City shall notify the Contractor of the date and time for a mandatory Pre-Construction Meeting. The purpose of the meeting shall be to develop a mutual understanding relative to details of the project, including all documentation and reporting requirements, daily administration of the project, and the working relationship between the Contractor and the City. The City shall review with the Contractor, the Contract Documents, submissions identified in Section 3.8 of these Technical Specifications, lines of contractual and administrative authority, submittal schedules and construction methods. A letter of record shall be written by the City documenting all items discussed at the meeting and a copy will be provided to the Contractor. Subsequent meetings may be scheduled to reconfirm mutual understanding immediately prior to the construction or during construction.

## 2.8 Required Submissions

**After Contract Award:** within ten (10) days the Contractor shall submit the following items for review and approval by the City.

- 2.8.1 **Letter of Understanding:** The Contractor will confirm that they have read, understand, and will abide by all terms and conditions of this contract and all of the permits, easements and any applicable ordinances, statutes, laws, rules or regulations which may affect this project and that they shall take responsibility for ensuring that their subcontractors have the same understanding and agree to abide by the same terms and conditions.
- 2.8.2 **Copies:** Of all other required licenses, permits and certifications. See Section 2.9
- 2.8.3 **Monitoring Plan:** See Section 2.11

- 2.8.4 **Environmental Protection Plan:** See Section 2.11
- 2.8.5 **Quality Assurance:** QA Plan. See Section 2.13
- 2.8.6 **Safety Plan:** See Section 2.14
- 2.8.7 **Operations Plan:** The Operations Plan shall include the following:
  - 2.8.7.1 **Work Progress Schedule.**
  - 2.8.7.2 **Letter of Appointment** designating a Project Superintendent(s), describing responsibilities and providing qualifications.
  - 2.8.7.3 **Proposed Equipment List** including the specifications for horizontal and vertical positioning equipment and monitoring equipment including calibration information and limits of accuracy.
  - 2.8.7.4 **Proposed Construction Sequence and Methodology** describing mobilization, demobilization and daily operations referenced to the work areas delineated in the Contract Documents.
  - 2.8.7.5 **Proposed Subcontractors** and the segment of work for which they will be responsible. Each Subcontractor shall also provide a list of a minimum of four (4) similar previously conducted projects including the names of the projects, dates, project descriptions, dollar amount of contract awards and names and phone numbers of the Contractor's agents.
- 2.8.7.6 **Other Items** as may be specified elsewhere in the Contract Documents.

**2.9 Permits, Licenses, Certifications, Approvals, and Easements**

**Permits:** All permits will be completed and approved prior to commencement of work.

**License Requirements:** The Florida Department of Business and Professional Regulation (DBPR) The contractor performing the work shall possess a State of Florida **General Contractor License**.

The **Florida Marine Specialty Contractor** requirements are:

A marine contractor is a specialty contractor qualified and certified by the board to perform any work involving the construction, repair, alteration, extension and excavation for fixed docks, floating docks, boathouses, mooring devices, mooring fields, seawalls, bulkheads, piers, wharfs, boatlifts, boat ramps, revetments, cofferdams, wave attenuators, dune crossovers and other related marine structures and activities, including pile driving, framing, concrete, masonry, dredge and fill, and wood shingle, wood shakes, or asphalt or fiberglass shingle roofing on a new structure of his or her own construction.

Under the special contractor requirements this criteria/license must be included for our project.  
Hydraulic Dredging Engineering Class II (g) 3 Years of field experience.

**Compliance:** The Contractor shall comply with all requirements of the permits, easements, and conditions of this contract, including all Environmental Permits contained in Appendix B and Appendix C. The Contractor shall conspicuously post copies of all permits on the job site. Any other licenses or approvals required for the execution of this work shall be secured and paid for by the Contractor.

The Contractor shall be responsible for ensuring that all project personnel of the Contractor and their subcontractors are fully aware of and abide by all applicable requirements and conditions stated in the attached permits and any applicable ordinances, statutes, laws, rules or regulations which may affect this project or the Contractor's/Subcontractor's work under this project, including but not limited to safety regulations and minimum wage regulations. The Contractor further agrees to be solely responsible for ensuring their personnel and Subcontractors are informed of any modifications to any such applicable permits, ordinances, statutes, laws, rules or regulations.

2.9.1 **Non-Compliance:** The Contractor shall immediately notify the City of any non-compliance with the permits, easements or terms and conditions of this contract including the Contractor's Environmental Protection Plan. Any non-compliance noted by the City shall be brought to the attention of the Contractor and the appropriate regulatory agencies. The responsible regulatory agency will determine the action to be taken and the City will notify the Contractor. Such actions may include discontinuing construction of the project until the Contractor complies with the Environmental Protection Plan. The Contractor shall comply and require all Subcontractors to comply with all applicable Federal, State or local laws or regulations, permits, easements and all elements of the Environmental Protection Plan. The Contractor shall be liable for any actions or delays resulting from any violation or non-compliance with the conditions of the permits, easements and terms of this Contract attributable to their personnel or Subcontractors.

**2.10 Reporting Requirements**

**Contractor's Daily Quality Control Report:** The Contractor shall prepare and submit to the City the Contractor's Daily Quality Control Report with attachments on a daily basis by noon of the following day. Reports shall be provided from the first day of mobilization to the last day of work including site restoration and shall include a narrative describing the length and nature of any delays in work. This item shall be performed at the expense of the Contractor.

**2.11 Monitoring and Environmental Protection Requirements**

2.11.1 **The Environmental Monitoring Plan and Environmental Protection Plan:** The Contractor shall prepare an Environmental Monitoring Plan and an Environmental Protection Plan addressing the minimization and/or prevention of environmental damage and pollution resulting from all operations under this Contract. The Plans will be discussed at the Pre-Construction Meeting and the City may, at their discretion, specify revisions to be incorporated by the Contractor. City approval of the Plans shall be a required prerequisite to the start of construction. The Contractor's Project Superintendent shall be responsible for the implementation of the Plans and shall attend the Pre-Construction Meeting. This item and the associated work shall be performed at the expense of the Contractor.

2.11.2 **The Environmental Monitoring Plan:** Environmental resources within the project boundaries and those potentially affected outside the work areas of this Contract shall be monitored during conduct of this work. The Environmental Monitoring Plan shall include, but not be limited to, the following specifications.

2.11.2.1 **Turbidity Monitoring:** The Contractor shall provide all labor, equipment, and materials necessary to obtain, analyze and report turbidity levels in accordance with the water quality monitoring requirements specified in the Contract Documents. The City reserves the option to accompany the Contractor during any or all turbidity sampling activities.

2.11.2.1.1 **Quality Control:** The nephelometer shall be calibrated immediately prior to each sampling event and recalibrated every thirty (30) minutes during a sampling run or as directed by the manufacturer. The time of each calibration shall be recorded. The Contractor shall provide the City with a duplicate of the standard used to calibrate the nephelometer. Two replicate samples shall be analyzed at each station during each sampling event. The Contractor's authorized technician shall attest to the accuracy of the reported data, testing equipment and procedure by signing and dating the Turbidity Monitoring Report. The City may direct that additional tests be performed at the Contractor's expense.

2.11.2.1.2 **Transportation:** The Contractor shall provide suitable transportation as requested by City staff to monitor the collection and analysis of turbidity samples as well as to collect and analyze comparative samples using City equipment. All monitoring shall be conducted in accordance with the Contractor's Quality Assurance Plan.

2.11.2.2 **Turbidity Reporting:** Turbidity Monitoring Reports and Charts as provided in Appendix E shall be submitted to the City daily as part of the Contractor's Daily Quality Control Report. Turbidity readings shall be reported in Nephelometric Turbidity Units (NTUs). Also reported will be date and time of Nephelometer calibration, sample collection and sample analysis; water depth; sample depth and position. Sampling locations, plume configuration and the location of the dredge and pipelines are to be documented on the map accompanying the Turbidity Monitoring Report. In the event that turbidity exceeds 29 NTUs above background, The Contractor shall IMMEDIATELY CEASE dredging activities, notify the City and repeat the sampling and analyses until the turbidity has returned to acceptance levels. The Contractor shall be liable for any non-compliance with the conditions of the permits and terms of this Contract attributable to their personnel or Subcontractors.

2.12 **Environmental Protection and Required Plan:**

2.12.1 **Property and Vegetation Protection:** The City shall identify all property resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including, but not limited to trees, shrubs, grasses, top soil, structures, pavement, fencing, roadways, irrigation equipment and land form unless directed to do so by the City in the plans. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall be responsible for the replacement of any damaged or destroyed property or vegetation, to the satisfaction of the City. Failure to replace damaged or destroyed property or vegetation by the Contractor shall result in replacement by the City and the cost of replacement shall be deducted from monies due or to become due to the Contractor. The Contractor shall be liable for any noncompliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or Subcontractors.

Miami-Dade County DERM Pollution Control Division (PCD) requires that the Contractor shall include the following conditions included as part of the Turbidity Control and Water Quality Monitoring Plan in support of Class I Permit # 2008 CLI-REP 00195 and environmental protection.

2.12.1.1 Prior to the commencement of dredging activities the Contractor shall submit the following information to the PCD for review and approval.

- a) A copy of the Material Safety Data Sheet for the polymer to be utilized prior to the discharge of the effluent back to the C-3 Canal.
- b) Application rates for the polymer.
- c) Any potential impact to the environment from the material or it's by-products.
- d) Other applicable toxicological or fate and transport information relating to the selected polymer.

2.12.1.2 The dredged spoils shall be disposed to a lined landfill and disposal receipts shall be provided to DERM.

2.12.2 **Pollution Prevention:** The Contractor shall continuously monitor and manage all construction activities to comply with the following environmental requirements for pollution prevention:

2.12.2.1 **Pollution Control Facilities:** The Contractor shall maintain constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities continue.

2.12.2.2 **Air:** The Contractor shall make all possible efforts to minimize air pollution. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall comply with all applicable air pollution standards.

- 2.12.2.3 **Noise:** The Contractor shall make all possible efforts to minimize noise. All hauling and excavating equipment, including dredges and booster pumps, used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct these operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, signals, and handling of dredge pipelines shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety on the job site.
- 2.12.2.4 **Solid Wastes:** Solid wastes (trash) shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. No steel, cables, wire, pipe, drums or any other debris shall be disposed overboard into the canal.
- 2.12.2.5 **Fuel Dispensing:** Secondary containment which is capable of holding 110 % of tank contents must be provided for each fuel storage tank and placed on a level surface. Fuel dispensing areas shall have available a 4- foot square, 16gauge metal pan with borders banded up and welded at comers directly below the bib. Edges of the pans shall be 8inch minimum in depth to ensure that no contamination of the ground takes place. Pans shall be emptied immediately after every dispensing of fuel. Should any spilling of fuel occur, the CONTRACTOR shall immediately excavate the contaminated material and deliver it to an approved processing facility.
- 2.12.2.6 **Oil and Hazardous Material Spills and Containment:** All hazardous material spills, including hydraulic fluid spills, shall be immediately reported to the CITY. All hazardous material spills shall be immediately cleaned up in accordance with all applicable laws and regulations.
- 2.12.2.7 **Sanitary Facilities:** The Contractor shall supply and maintain one (1) temporary sanitary facility for the use of land based employees and Subcontractors. The facility shall be conveniently located in the vicinity of the processing plant. The facility shall be removed at the end of the project.
- 2.12.3 **Historical, Archeological, and Cultural Resources:** If during construction activities, the Contractor observes or encounters items that may have historical or archeological value, such items shall be reported immediately to the City so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition is required. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees and Subcontractors from trespassing on, removing, or otherwise damaging such resources. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the City.
- 2.12.3.1 **Environmental Protection Plan:** The Environmental Protection Plan shall be dated and endorsed by the individual in responsible charge of the construction and shall include, but not be limited to, the following:
- 2.12.3.2 **A list of Federal, State, and local laws, regulations, and permits:** concerning environmental protection, pollution control, and abatement that are applicable to the CONTRACTOR'S proposed operations and the requirements imposed by those laws, regulations, and permits.
- 2.12.3.3 **Methods for Protection of Features and Habitats to be Preserved within Authorized work Areas:** The Contractor shall prepare a listing of methods to protect resources needing protection; i.e. all vegetation (trees, shrubs, vines, aquatic plants and ground cover), landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

- 2.12.3.4 Procedures to be implemented to provide the required environmental protection and to comply with the applicable permits. Laws, and regulations: The CONTRACTOR shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
- 2.12.3.5 Identification: A statement identifying person(s) who will be responsible for implementation of the Environmental Protection Plan. The Contractor personnel responsible shall report directly to the Contractor's top management and shall have the authority to act for the CONTRACTOR in all environmental protection matters.
- 2.12.3.6 A statement acknowledging that the Contractor is responsible for environmental protection, including all of the Contractor's personnel and Subcontractors.
- 2.12.3.7 Manatee Conditions: Since the Florida manatee occurs in the water adjacent to the property, the permittee and Contractor shall take measures to protect manatees during and after the construction. Failure to comply with any of the below listed measures may result in revocation of all or a portion of the performance bond. These measures shall include the following:
- (1) All construction personnel shall be notified of the possible presence of manatees in the area and the precautions that should be taken during the construction period.
  - (2) All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The permittee and Contractor shall jointly be held responsible for any manatee harmed, harassed, or killed as result of construction activities.
  - (3) Turbidity curtains shall be made of a material in which manatees cannot become entangled. Said curtains shall be properly secured, and shall be regularly monitored to avoid manatee entrapment. Curtains shall not block manatee, entry to or exit from essential habitat
  - (4) All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water adjacent to the property where the draft of the vessel provides less than a 4-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
  - (5) All in-water construction activities shall cease upon the sitting of a manatee(s) within 50 feet of the project area. Construction activities will not resume until the manatee(s) has departed from the project area.
  - (6) Any collisions with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" (1-888-404-FWC), and to DERM (305) 372-6575.
  - (7) The Contractor shall maintain a log detailing sightings, collisions, or injuries to manatees should they occur during the contract period. Following project completion, a report summarizing the incidents and sightings shall be submitted to DERM within sixty (60) days of the project completion.

- (8) Temporary signs shall be posted regarding manatees prior to and during all construction and/or dredging activities. The signs must measure at least 3 ft. by 4 ft. and warn Caution: Manatee Area. The sign will be posted in a location visible to the construction crews. A second sign should be posted if vessels are associated with the construction and/or dredging. The second sign must be placed in an area visible to the vessel operator and should at least be 81/2" by 11". This sign must read Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50' of operation. Any collision with and/or injury to a manatee shall be reported immediately to the FWCC Hotline at 1-888-404-FWCC. The U.S. Fish and Wildlife Services must also be contacted at 1-564-562-3909 and the Department of Environmental Resources Management at 305-372-6575.

## 2.13 Quality Assurance

The Contractor shall be solely responsible for assuring the quality of all work conducted by the Contractor or their Subcontractors in association with the contract for this project. The Contractor shall designate a Quality Assurance (QA) Officer for this contract, and the QA Officer shall assume responsibility for compliance with all requirements of this contract including permit conditions, easements, statutes, laws and applicable regulations. The Contractor shall prepare a Quality Assurance Plan specifying Quality Control (QC) procedures for all critical components of the work. The Contractor shall provide the City access to all QC procedures, data, and reports at any time at the request of the City. All costs related to activities associated with QNQC shall be borne by the Contractor.

Unless otherwise noted, all QC procedures shall be conducted by the Contractor. The Contractor shall revise the QA Plan at the discretion of the City. City approval of the QA Plan shall be a required prerequisite to the start of construction. The Contractor shall maintain the QA Plan and all QC procedures in accordance with any changes made by the City throughout the term of the contract.

The QA Plan shall include but not be limited to the following:

- 2.13.1 **Letter of Appointment:** designating a QA Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the QA Officer.
- 2.13.2 **Personnel Training:** Personnel responsible for initial training and dissemination of updated information throughout the term of the contract shall be specified as well as a comprehensive list of training issues covered. Training shall include review of all applicable Technical Specifications, permit conditions, licenses, easements, statutes, laws, and other regulations, environmental resource protection, methods of detecting and avoiding pollution, statutory and contractual pollution standards, and installation and care of facilities to insure adequate and continuous environmental pollution control. QNQC and supervisory personnel shall be thoroughly trained in the proper use of pollution monitoring devices and abatement equipment, and shall be thoroughly knowledgeable of applicable Federal, State, and local laws, regulations, permits, easements and other applicable requirements.
- 2.13.3 **Quality Control Methods** shall include those requirements specified for monitoring and environmental protection, equipment calibrations, verification of the position of all dredging equipment, turbidity monitoring, processed material testing and any other methods the Contractor proposed to assure the quality of their work. These methods' shall also be used for any and all work that will be performed by Subcontractor(s).

- 2.13.4 **QC Reporting Requirements** shall also be specified in the QA Plan. The Contractor shall be required to prepare and submit to the City the Contractor's Daily Quality Control Report (Appendix E). Reports shall be provided daily from the first day of mobilization to the last day of work including site restoration.
- 2.13.4 **QA Inspections**: All compliance inspections conducted by the Contractor or the City shall be individually recorded on the Contractor's Daily Quality Control Report. The inspector shall also record the recommended corrective action to be taken and shall conduct a follow-up inspection within 24 hours to ensure compliance with the corrective action.
- 2.13.5 **QA/QC Deficiencies**: The Contractor is responsible for implementing any corrective actions recommended by the Quality Assurance Officer or the CITY. Reported deficiencies shall require follow-up inspection within 24 hours by the Contractor's Quality Assurance Officer and/or the CITY. Recurring deficiencies in an item or items may indicate inadequacies in the Quality Assurance Plan and the Contractor may be required to revise the QA Plan as directed by the CITY and advise appropriate personnel of any modifications required.

#### **2.14 Safety Requirements**

The Contractor shall specify all safety inspection procedures and designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures.

- 2.14.1 **Letter of Appointment**: Designating a Safety Officer(s), describing responsibilities, providing qualifications and delineating the line of authority and organizational reporting requirements of the Safety Officer.
- 2.14.2 **OSHA Standards**: The Contractor shall review the Corps of Engineers Manual, General Safety Requirements EM 385-1-1, dated September 1996 and the latest Occupational Safety and Hazard Agency (OSHA) standards and become fully knowledgeable of the personal protective equipment that must be provided workers and shall be familiar with the safety standards applicable to the prevention of accidents during the construction of this project and shall comply with all applicable provisions.
- 2.14.3 **Medical Emergencies**: The criteria for designating a medical emergency and the procedures to be followed shall be specified by the Contractor. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel if necessary.
- 2.14.4 **Hurricanes and Severe Storms**: The Contractor shall monitor the NOAA marine weather broadcasts and other local commercial weather forecasting services during construction operations. The Contractor shall notify the City at the time of any decision to move equipment in preparation for potential storms. The Contractor shall include the following information in the hurricane and storm procedures: **Weather Conditions for Terminating Operations**: The Contractor shall provide a list of the equipment scheduled for use on this project and specify the conditions (e.g. wind speed, wave height, etc.) under which operations will be terminated and equipment will be secured.
  - 2.14.4.1 **Prioritized Methods for Storm Preparations**: The Contractor shall provide a prioritized list of actions to be taken in the event of a severe storm. The CONTRACTOR shall specify how each piece of equipment will be secured in place or moved to a safe location.
  - 2.14.4.2 **Emergency Response for Equipment Failure**: The Contractor shall specify emergency operating procedures to be implemented in the event of mooring equipment failures during sudden and severe adverse weather or any other conditions. These procedures shall include actions to be taken in response to loss of a spud(s), swing wires, anchor wires, or other mooring equipment or facilities.
  - 2.14.4.3 **Fire Extinguishers**: The Contractor is specifically required to provide a fire extinguisher on all mobile construction equipment with a basic minimum extinguisher rating of 80-B: C to 120-B: C.

2.14.4.4 **Backup Alarms:** The Contractor shall operate and maintain backup alarms on all land based mobile construction equipment.

**2.15 Local Information**

**Weather Conditions:** The project area may be affected by tropical storms and hurricanes primarily from June through November, and by windy and/or rainy weather, including severe electrical storms, during any time of the year. The Contractor shall be responsible for obtaining information concerning rain, wind and wave conditions that could influence dredging and disposal operations prior to making a bid.

**2.16 Electricity**

Electric current required by the Contractor shall be furnished at the Contractor's expense. All temporary connections for electricity shall comply with NEC 1990. In the event electricity is made available by the City, the Contractor shall, at the Contractor's expense, install a meter to determine the amount of current used and such electricity shall be paid or charged to the Contractor at prevailing rates or at reasonable rates as determined by the City. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a manner satisfactory to the City and shall be removed by the Contractor in like manner, at the Contractor's expense, prior to completion of the construction. In accordance with NEC Article 305-6, the Contractor shall provide ground fault circuit interruption (GFCI) on all 120 volt 15 and 20 ampere, single-phase receptacles used for construction power. Ground fault circuit interrupters are not an acceptable substitute for grounding.

**2.17 Exclusion of the Public**

The Contractor shall exclude the public from the immediate work areas at all times during construction.

**2.18 Traffic Control**

No traffic control required, except Notice to Mariners and Navigation closures.

**2.19 Protection of Work**

**Risk of Loss:** All construction and associated activities specified in the Contract Documents for this project shall be performed at the sole risk and cost of the Contractor from commencement until final payment by the City. Any specific references contained in the Contract Documents that the Contractor shall be responsible at its sole risk and cost for the work or any part thereof are not intended to be, nor shall they be construed to be, an exclusive listing of the circumstances in which the Contractor bears the risk of loss, but rather they are intended only to be exemplary. All loss or damage caused by the nature of the work or work environment, acts of nature such as storms, unusual obstructions to the work, or any other natural or existing circumstances either known or unforeseen that may be encountered in the conduct of the work, shall be sustained and borne by the Contractor at its own cost and expense. The Contractor shall have no claim against the City because of any damage or loss to the work or Contractor's materials, equipment or supplies, including no claim for loss or damage due to simultaneous work by others, and the Contractor shall be responsible for the complete restoration of damaged work to its original condition complying with the Contract Documents. Notwithstanding any other provision of this Contract, this obligation shall exist without regard to the availability of any insurance, either of the CITY or the Contractor, to indemnify, hold harmless or reimburse the Contractor for the cost incurred in making such restoration.

**2.19 Project Superintendent**

The Contractor shall designate in writing to the City, a land-based Project Superintendent(s) to receive instructions from the City. Written instructions received by the Contractor's Project Superintendent(s), shall be legally binding on the Contractor pursuant to this Contract. The Contractor's Project Superintendent(s) shall be on the site at all times during project construction and available at all times to the City by pager and/or cell phone. Dredge plant personnel may not serve as Superintendents.

**2.20 Construction Field Office**

The Contractor shall maintain a construction site field office within the general project area. A complete set of Construction Plans and Specifications, any Contract Modifications/Change Orders or written instructions from the City and duplicate copies of all permits shall be kept in a dry location in the construction field office and also on the dredge at all times during construction.

**2.21 Work Progress Schedule**

- 2.21.1 The Work Progress Schedule shall be in the form of a bar graph showing the time allotted for each of the various tasks. The Schedule shall show the various tasks of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract Period. The Schedule shall show the order and interdependence of tasks and the sequence in which the work is to be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each task can be readily measured. Each task shall show a beginning work date and duration. Tasks shall include procurement time for materials, plants and equipment, various tasks involved in mobilization/demobilization and rate of operations. The list of tasks shall include milestones when indicated by the Contract Documents.
- 2.21.2 The Schedule discussed at the Pre-Construction Meeting and shall become part of the Contract Documents. If the Schedule submitted is determined to be inadequate by the City, it shall be returned to the Contractor for correction. Approval of the Schedule shall be a required prerequisite to the start of construction. When approved, this original Schedule shall constitute the baseline against which progress is measured. If revisions are required to the Work Progress Schedule during the Contract Period, the Contractor shall furnish revised charts and analysis within fifteen (15) calendar days after being notified by the City. Failure to finalize the revised Schedule in the time specified shall result in withholding of all Contract Payments until the revised Schedule is approved. This item shall be performed at the expense of the Contractor.

**2.22 Order of Work**

The Contractor shall propose the construction sequence and methodology and present this information as part of the Operations Plan. The Operations Plan will be discussed at the Pre-Construction Meeting. City approval of the Operations Plan shall be a required prerequisite to the start of construction.

**2.23 Equipment Mobilization and Demobilization**

- 2.23.1 Mobilization and demobilization to and from the project site shall be controlled by the Contractor. This item shall be performed at the expense of the Contractor. The cost of bonds, required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be the responsibility of the Contractor.
- 2.23.2 The Contractor shall perform the preparatory work and operations in mobilizing for beginning work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment, environmental protection and pollution prevention devices and first aid supplies, sanitary and other facilities, as required by Section 101 of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 1991, the Special Provisions, and State and local laws and regulations.
- 2.23.3 The Contractor shall be familiar with the weight of all equipment and weight restrictions of all roadways and bridges that are necessary to mobilize to the site.

- 2.23.4 The Contractor shall be familiar with the City one (1) day in advance of the mobilization and demobilization of floating equipment. Mobilization of floating equipment into the work area shall be from a designated area provided by the City as shown on Appendix D & F. Access to the property is limited to the hours of 7:30 AM to 6:00 PM from Monday through Friday and 9:00 AM to 5:00 PM on Saturday.

**2.24 Site Restoration**

Site restoration shall include removal of the Contractor's plant(s) and all equipment or materials either for disposal or reuse. Plant(s) and/or equipment or materials for disposal shall be disposed of in an appropriate and legal manner at the expense of the Contractor.

Unless otherwise approved in writing by the City, the Contractor shall not be permitted to abandon pipelines, pipeline supports, pontoons, or other equipment in the pipeline access areas, plant area, or other areas adjacent to the work site. All costs associated with site restoration shall be borne by the Contractor.

**2.25 Pre-Bid Survey and Material Testing**

- 2.25.1 All bidders are advised that since they will be held rigidly to process results, independent surveying and testing of the canal and the material to be removed is in their best interest.
- 2.25.2 Limited site data acquired by the City are shown in Appendix A. While the data may be representative of subsurface conditions at their respective locations and vertical extent, local variations are to be expected and the Contractor should be aware that it is possible for material of differing characteristics to be present in the dredge area. Should any questions or discrepancies arise relative to this data, the conditions shall be independently confirmed by the Contractor at the Contractor's expense. The Contractor is solely responsible for any interpretation or conclusions based on these data.

**2.26 Pre Dredge Surveys**

The bathymetric information indicated in the Plans is based on the latest surveys conducted in April 2005 and may not represent accurate sediment deposition levels at the time of dredging.

**2.27 Construction**

- 2.27.1 **Operation Schedule:** The Contractor shall confine dredging operations to the hours of 8:00 a.m. to 6:00 p.m. from Monday to Saturday. No work is permitted Sunday.
- 2.27.2 **Debris:** During all phases of the work, all debris, submerged or otherwise encountered, shall be disposed of in an appropriate and legal manner and at the expense of the Contractor.
- 2.27.3 **Work Areas:** The material processing and pipeline layout limits available to the Contractor for accomplishing the work are shown in Appendix D and the plans. Mechanical processing equipment shall be confined to the area specified in Appendix D. The Contractor shall minimize disruption to traffic on Bird Road. Temporary areas for storage and maintenance of construction equipment shall be restricted to specified areas within the Golf Course property as defined by the City as shown on Appendix D. Storage areas shall be kept neat and orderly in the interest of public safety.
- 2.27.4 **Construction Access Areas:** Access to the Golf Course property for the dewatering plant will be through the access from Bird Road only.
- 2.27.5 **Damages:** In the event that damage is caused by the Contractor, the Contractor shall restore all sidewalks, roads, access ramps, or any other structure or natural feature to pre-construction conditions or better at the Contractor's expense. The Contractor shall not receive final payment until all damage is restored to the satisfaction of the City.

2.27.6 **Misplaced Material:** If, during the progress of the work, the Contractor should lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance which in the opinion of the City should be removed, the Contractor shall recover and remove the material(s) immediately. The Contractor shall provide immediate notice to the City including a description of and DGPS coordinates for such material. Should the City observe such materials, the City shall record the position or mark the material and notify the Contractor. Removal of the material and all associated costs shall be the responsibility of the Contractor. The City shall monitor any removal operations. Should the Contractor refuse, neglect, or delay compliance with the above requirements, such material may be removed by the City, and the cost of such removal may be deducted from any money due or to become due to the Contractor or may be recovered under the Contractor's bond.

2.28 **Equipment positioning and Cut Depth Monitoring**

2.28.1 **Accuracy Precision & Tolerances:** The Contractor shall have equipment on the dredge that continuously measures and records the vertical and horizontal location of the cutter head and is interfaced with the cut depth positioning equipment. The specifications for this equipment, calibration information, and limits of accuracy are to be provided to the City. The City will approve or reject use of specific equipment based on accuracy. Horizontal accuracy for dredge positioning shall be within  $\pm 3$  feet. Vertical accuracy for dredge depth positioning shall be within  $\pm 5$  feet and corrected for vessel roll and pitch. The equipment shall provide a permanent record of the equipment's position referenced to State Plane Coordinates NAD 83/90 Florida East Zone and NGVD 29 datum. The vertical dredge tolerance within the dredge area is 1.0 feet below the template and 0 feet above the template.

2.28.1 **Dredging Reports:** During dredging, reports on the position (x, y) of and bottom elevation (z) of the cutter head shall be provided. This position shall give both horizontal (in State Plane Coordinates, NAD 83/90, Florida East Zone datum) and vertical (depth corrected for water elevation changes in feet referenced to NGVD 29 datum) position. At a minimum the report shall give the location at 15-minute intervals. The Contractor shall also submit an ASCII file and a plot of the horizontal positions of the dredge for each day. The plot shall show the design cut depth, the dredge position, a north arrow and the Florida State Plane grid. The plot shall contain numbered position fixes which correspond to the positions discussed above. The previous day's data shall be provided to the City daily as part of the Contractor's Daily Quality Control Report (Appendix E). The location on the dredge of the positioning system antenna and the distance and direction from the positioning system antenna to the bottom of the cutter head shall be reported on the first Contractor's Daily Quality Control Report.

Additionally, the contractor shall maintain a field book with all deviations recorded. The completed as-built sketches and field books shall become the property of the City. As-built information must be supplied with each pay request. Failure to provide as-built information is cause to reject pay request.

2.28.2 **Water Control Elevations:** The dredge cutter head depth shall be corrected daily for water elevation fluctuations that may occur as a result of SFWMD activities and tides.

2.29 **Transport of Excavated Materials**

2.29.1 **Pipeline:** All pipelines deployed in the canal shall be submerged except at the dredge and/or boosters unless approved by the City. The Contractor shall propose location(s) of any submerged pipeline which must be approved by the CITY prior to submerging the pipeline. All floating pipe and all submerged pipe located at a depth of less than three feet shall be adequately marked to ensure its visibility to boaters. When not in use, the floating pipe shall be moved to minimize any danger or inconvenience to boaters. The Contractor shall maintain a tight discharge pipeline at all times. The joints shall be constructed to preclude spillage and leakage. Leaks shall be promptly repaired and the dredge shall be shut down until complete repair has been made to the satisfaction of the City. The Contractor shall propose the pipe deployment methodology and present this information as part of the Operations Plan.

- 2.29.1 **Cables & Anchors** shall be deployed so as not to impact native vegetation. Equipment which may become a hazard to navigation shall be adequately marked to ensure its visibility to boaters.

**2.30 Dewatering Equipment and Requirements**

- 2.30.1 **Equipment Requirements**: The Contractor shall dewater the sediment to a state ready to haul from the dewatering site using unlined trucks. The dewatering system utilized by the Contractor shall be integrated with the dredging excavation operation so as to form one continuous system without the use of lagoons or Contained Disposal Facilities. The integrated system will be capable of dewatering all fine material (-200M). The Contractor is responsible for loading trucks as needed for disposal of the processed material. No free water shall be associated with the dewatered solids.
- 2.30.1 **Processed Material Requirements**: Any and all processed material shall contain no more than 50% moisture by weight before loading. Separation of the sands and silts will be at the Contractor's option, but all organic and man-made debris removed by screening shall be separated from the slurry and stockpiled separately.
- 2.30.2 **Testing**: Immediately upon request of the City representative on site, the contractor shall collect a representative sample from the dewatering plant discharge, seal the sample in an air-tight container, and deliver the sample on the same day it is collected to an approved testing laboratory for analysis of moisture content using ASTM method D2216. The testing laboratory shall possess a current FDOT or CMEC certification or equivalent. Verbal results of the moisture content test shall be made available to the City within 72 hours after they are delivered to the laboratory. Tabulated final results shall be made available to the City via email within 96 hours of their delivery to the laboratory. Analysis results shall be tabulated. A methods section shall be included in the report and shall contain all pertinent notes. Deliverables shall include a hard copy and electronic files in a format acceptable to the City.
- 2.30.3 **Turbidity**: The turbidity of the return water from the dewatering system shall not exceed 29 NTU's above canal background level. Monitoring shall be carried out as described in section 11.1 of these Technical Specifications.
- 2.30.4 **Plant Capacity**: No reduction in the capacity of the plant(s), pipeline or equipment as proposed in the Plant and Equipment Schedule and employed on this project shall be made except by written permission of the CITY. The measure of the "capacity" shall be determined by actual performance on this project.

**2.31 Measurement and Payment**

- 2.31.1 **Measurement**: Payment for all work under this Contractor shall be based upon the cubic yards, of sediment actually removed and processed from defined work areas. Vertical limits of dredging shall conform to dredge templates shown on Profile Drawing sheets in the Construction Plans.
- 2.31.2 **Payment**: Payment shall be made according to the unit price, per cubic yards, indicated on the Bid Proposal. The unit price, per cubic yards, shall be compensation for all activities required under this Contractor including, but not limited to, mobilization, demobilization, equipment, labor, supplies, processing and loading of dewatered sediment material, surveys, clean-up and restoration of all areas disturbed by the Contractor's effort. No additional payment shall be allowed for work outside the accepted limits of the dredge area or for restoration of areas on public or private property disturbed during the work. The Contractor shall provide post construction surveys for each portion of the work area completed on no more often than a monthly basis. Partial payments shall be made minus a five (10) percent retainage for sediment actually removed and processed from the defined work area.

**2.32 Allowance**

Owner's Allowance Account for Unforeseen conditions:

- 2.32.1 **The total bid price shall include an Allowance Account in the amount of \$330,049.** The Allowance Account shall be used to pay for all labor, materials, equipment and services requested by the City which are beyond the requirements of the Contract Documents and are necessary due to unforeseen conditions at the site.
  - 2.32.2 The Contractor shall perform additional work only upon written direction by the City. The Contractor will be entitled to draw from the Allowance Account for the agreed lump sum amount established as compensation for such additional work.
  - 2.32.3 At the completion of the project, the balance remaining in the Allowance Account will be deducted from the Contract Price.
- 2.32 Acceptance Surveys**
- 2.32.1 **Non-Negotiable:** All acceptance (pay) profiles are shown in the Plans and Specifications for the project. Acceptance profiles have been established based on measured points along a baseline at spacing of approximately 100 feet. The City shall retain final decision regarding any and all issues related to pay profiles, pay areas and any other issues pertaining to the dredged-quantities and acceptance profiles.
  - 2.32.2 **Survey Frequency:** Acceptance profile surveys shall be conducted no more than monthly by the Contractor.
  - 2.32.3 **Maintenance of Dredged Areas.** The Contractor is not responsible for material that may enter the dredged area following acceptance by the City. The Contractor is responsible for maintaining the dredged area until it is accepted by the City.
  - 2.32.4 **Survey Standards:** All surveys shall be in accordance with professional standards and practices, and all survey documents shall be signed and sealed by a surveyor registered in the State of Florida. Hydrographic surveys shall be performed in accordance with USACE HYDROGRAPHIC SURVEYING document number EM 1110-2-1003 dated October 1994. Survey notes shall be reduced to elevations and shall include the date performed, weather conditions, bench marks and monuments used, name and title of each member of the survey party, and the name of any CITY's representative present. Survey notes lacking information, illegible, in error or not in accordance with accepted practices shall be returned to the Contractor for correction. Surveying instruments shall be checked for adjustment at least once per week and such checks shall be recorded in survey notes and on the quality control sheet. Surveys of the dredged areas shall comply with the following requirements:
    - 2.32.4.1 **Survey Lines:** Profile lines shall be taken from each baseline point shown and along the azimuth indicated in the Plans. The baseline points shall be located with the use of a differentially corrected global positioning system (DGPS).
    - 2.32.4.2 **Survey Points:** A sufficient number of points, spaced a maximum of 5 (five) feet apart, shall be taken along each transect line to ensure adequate description of the profile. All topographic features and major breaks in slope shall be identified. The product shall be a continuous line representing the bottom profile.
    - 2.32.4.3 **Survey Tolerance:** A tolerance of no more than 10 feet either side of the azimuth shall be allowed.
    - 2.32.4.4 **Survey Accuracy:** Survey elevations shall be measured to the nearest 0.1 foot referenced to NGVD. A high frequency 200 KHZ fathometer/transducer is to be utilized for the survey except in areas where depth precludes its use or as approved by the CITY. In depths of less than 18", a fiberglass survey rod with a twelve inch square aluminum foot plate (as approved by the CITY) under its own weight may be utilized to complete the profile survey. To ensure this accuracy is maintained, the fathometer shall be calibrated at

the start of each survey day, after every third profile line, and at the end of each day. Survey vessel settlement and squat must be determined at survey speeds and applied to correct the water depth measurements.

- 2.32.5 **Deliverables:** Deliverables to the City shall include processed survey data of date, range, station and elevation from profile baseline points in a hard copy form and electronic drawing files in a format acceptable to the City. Additional information to be provided to the City shall include corrections and field notes, and a plan view plot showing profile lines and survey track lines. All survey drawings shall be at a scale acceptable to the City. Final plan view drawings shall be submitted both with and without contours.
- 2.32.6 **Oversight:** Surveys shall be conducted by the Contractor with oversight by the City or its representative. The Contractor shall provide 24-hour notice to the City prior to conducting survey work. The City shall provide an observer for all surveying work unless the oversight requirement for a specific task and/or block of time is waived in writing by the City. Surveying work accomplished shall be reported by the Contractor in the work Summary section of the Contractor's Daily Quality Control Report. Surveys not conducted with City oversight or written waiver shall not be eligible for approval.
- 2.32.7 All costs associated with surveying shall be borne by the Contractor.



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 3

### Request for Proposal (RFP) No. 2010.05.13

#### **3.0: RFP GENERAL CONDITIONS**

##### **3.1. Acceptance/Rejection**

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposal which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer.

##### **3.2. Legal Requirements**

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

##### **3.3. Non-Appropriation of funds**

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

##### **3.4. Occupational License Requirements**

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a Proposal response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

##### **3.5. Minimum Qualification Requirements**

The City of Coral Gables intends to procure items or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Proposer shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required hereunder may constitute grounds for rejection. The Proposer must have a proven record of successfully completing projects. The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal "Scope of Work".

- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the “Scope of Work”.
- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms “equipment” and “organization” as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

At City’s sole discretion, it may be determined that a Proposer is not “qualified”, “non-responsive” and/or “not responsible”. Proposal may be rejected for any of, but not limited to, the following reasons:

- (a) Evidence of collusion with other Proposers. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Proposer lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- (e) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Proposer’s capability to perform the work.

### 3.6. 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 Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

### 3.7. Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code:

*Notice of Intent:* Any actual or prospective proposer or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest RFP specifications or a RFP solicitation may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days prior to the date set for opening or receipt of proposals.

Any actual responsive and responsible proposer whose RFP is lower than that of the recommended proposer or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days after notice of the City manager's written recommendation to the City commission for award of contract.

A notice of intent to file a protest is considered filed when received by the City Clerk's office.

*Written Protest:* A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of

filings the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

A written protest is considered filed when received by the City Clerk's office.

*Filing Fee:* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the City in an amount equal to one percent of the amount of the RFP or proposed contract, or \$2,500.00, whichever is less.

*Compliance with filing requirements:* Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the City Clerk's office within the time provided above shall constitute a forfeiture of such party's right to file a protest. The protesting party shall not be entitled to seek redress before the City Commission or seek judicial relief without first having followed the procedure set forth in this section.

### **3.8. Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signature as required on each document.

### **3.9. Collusion**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

### **3.10. Sub-Contractor(s)**

A Sub-Contractor is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer(s).

### **3.11. Substitutions for Assigned Personnel**

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

### **3.12. Public Records**

Sealed proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 10 days after bid or proposal opening, whichever is earlier.

3.12.1 Agencies including and not limited to FDEP, DERM, USACE and SFWMD, Permits acquired by the City will be completed and approved by the Award date or commencement of work, whichever is earlier.



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## SECTION 4

### **Request for Proposal (RFP) No. 2010.05.13**

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#### **4.0: INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS**

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##### **4.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS**

To the fullest extent permitted by Laws and Regulations, the Respondent(s) who are awarded the bid shall indemnify and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury and (b) is caused in whole or in part by any willful or negligent act or omission of Respondent, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of Respondent, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Respondent or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

##### **4.2 INSURANCE REQUIREMENTS**

###### **4.2.1 GENERAL CONDITIONS**

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All City solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

#### **4.2.2 INSURER REQUIREMENTS**

The Contractor and/or Vendor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

#### **4.2.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT**

**4.2.3.1 Professional Liability or Error and Omissions Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

**4.2.3.2 Workers' Compensation and Employers Liability Insurance** covering all employees, subContractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

**4.2.3.2.1 Workers' Compensation - Coverage A**  
Statutory Limits (State of Florida or Federal Act)

**4.2.3.2.2 Employers' Liability - Coverage B**  
\$1,000,000 Limit - Each Accident  
\$1,000,000 Limit - Disease each Employee  
\$1,000,000 Limit - Disease Policy Limit

**4.2.3.3 Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

**4.2.3.3.1 Each Occurrence Limit - \$1,000,000**

**4.2.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000**

**4.2.3.3.3 Personal & Advertising Injury Limit - \$1,000,000**

**4.2.3.3.4 General Aggregate Limit - \$2,000,000**

**4.2.3.3.5 Products & Completed Operations Aggregate Limit - \$2,000,000**

**4.2.3.4 Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

**4.2.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000**

**4.2.3.4.2 Any Auto (Symbol 1)**

**4.2.3.4.3 Hired Autos (Symbol 8)**

**4.2.3.4.4 Non-Owned Autos (Symbol 9)**

**4.2.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

**4.2.4.1 Workers Compensation**

The standard form approved by the State of Jurisdiction

**4.2.4.2 Commercial General Liability**

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

**4.2.4.3 Commercial Auto Liability**

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

**4.2.5 REQUIRED ENDORSEMENTS**

**4.2.5.1 The following endorsements with City approved language**

**4.2.5.1.1 Additional insured status provided on a primary & non-contributory basis**

**4.2.5.1.2 Waiver of Subrogation**

**4.2.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.**

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES  
RISK MANAGEMENT DIVISION  
2801 SALZEDO STREET, SECOND FLOOR  
CORAL GABLES, FL 33134

**4.2.5.2 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.**

**4.2.5.3 The City of Coral Gables shall be named as a Loss Payee and Additional Insured on all Property and/or Inland Marine Policies as their interest may appear.**

**4.2.6 HOW TO EVIDENCE COVERAGE TO THE CITY**

**4.2.6.1 The following documents must be provided to the City;**

**4.2.6.1.1 A Certificate of Insurance containing the following information:**

**4.2.6.1.1.1 Issued to entity contracting with the City**

**4.2.6.1.1.2 Evidencing the appropriate Coverage**

**4.2.6.1.1.3 Evidencing the required Limits of Liability required**

**4.2.6.1.1.4 Evidencing that coverage is currently in force**

**4.2.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.**

**4.2.6.1.2 A copy of each endorsement that is required by the City**

**4.2.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf**

4.2.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

4.2.6.4 The City reserves the right to require additional insurance requirements at any time during the course of the agreement.

**4.2.7 WAIVER OF INSURANCE REQUIREMENTS**

Should a Respondent not be able to comply with any insurance requirement, for any reason, the respondent must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Respondents are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.



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City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 5

### **Request for Proposal (RFP) No. 2010.05.13**

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#### **5.0: EVALUATION / SELECTION PROCESS**

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##### **5.1. Evaluation Procedures**

- (a) The Chief Procurement Officer or designee(s) shall review all Proposals submitted and evaluate each Proposal. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Chief Procurement Officer or designee(s) will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, emergencies, cost of services, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Proposer qualifications.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposers, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

##### **5.2. Method of Selection/Selection Criteria**

After Proposals are opened in the Procurement Division Office, proposals will be evaluated and one or more of the Proposers deemed responsible and responsive may be granted an interview with a selection committee. The selection committee will rank the proposers in terms of the evaluation criteria. Upon the completion of the review the Chief Procurement Officer or designee(s) shall make a recommendation to the City Manager for City Commission approval.

Upon approval of the City Commission, when applicable, a Contract shall be awarded to one or more proposer deemed the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer.

### 5.3. Evaluation Criteria

The following criteria and assigned weights will be used to evaluate the proposals:

Criteria	Maximum Points Assigned	Points
<b>Proposer's Qualifications &amp; Experience</b>		<b>25</b>
Holds a valid Florida certified/registered General Contractor License	5	
Has been in the hydraulic dredging business under current name & ownership for a minimum of 5 years. Provide supporting documentation with Proposal.	5	
Successfully completed a minimum of three (3) commercial projects of equal or greater scope to this project within the past five (5) years. Provide supporting documentation with Proposal.	5	
Is hydraulic dredging the main work to your core business and have as sideline work excavating or dock work? Provide supporting documentation with Proposal.	5	
Must have employees and key personnel that have completed the training required by the State including; the quality of life performance standards for air quality, noise, odor, lighting, and navigation. Provide supporting documentation with Proposal.	5	
<b>Proposer's Resources</b>		<b>10</b>
Must submit a financial statement with the Proposal that includes adequate financial condition, equipment and organization to satisfactorily execute the work.	5	
Must be able to provide a Payment & Performance Bond for 100% of the contract price from an "A" rated Surety Company. A Letter of Intent from Surety Company (not Agent) must be submitted with Proposal.	5	
<b>Proposer's References and Performance</b>		<b>15</b>
Submitted all required references	2.5	
Received excellent responses from majority of references	10	
Received fair responses from majority of references	2.5	
Received poor responses from majority of references	0	
<b>Cost Proposal Points</b>		<b>25</b>
Lowest Proposer	25	
2nd Place	20	
3rd Place	15	
4th Place	10	
5th Place	5	
<b>Project Approach (Section 2.6.2 Technical Specs)</b>		<b>25</b>
A Comprehensive Plan, including safety plan, of the proposed dredging and dewatering process shall be submitted with the Proposal.	20	
<b>TOTAL POINTS</b>		<b>100</b>

The City and the successful Proposer shall execute a contract ("agreement") within thirty (30) days after Notification of Award. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 6

### **Request for Proposal (RFP) No 2010.05.13**

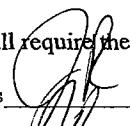
#### **6.0: RFP RESPONSE FORMS**

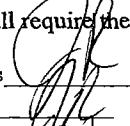
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**SUBMITTED TO:**

City of Coral Gables  
Office of the Chief Procurement Officer  
2800 SW 72 Avenue  
Miami, Florida 33155

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
3. Proposer proposes to furnish all labor, services and supervision for the work described in this Request for Proposal.
4. Amendments (addendums) to Request for Proposal shall be identified as such and shall require the proposer acknowledge receipt of all amendments issued.

Addendum No. 1 Date: May 27, 2010 Initials   
Addendum No. 2 Date June 2, 2010 Initials 

Addendum No. 3 Date June 7, 2010 Initials 

Addendum No. 4 Date June 7, 2010 Initials 

No addendum was received Date Initials 

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.

6. Proposers correct legal name: Shoreline Foundation, Inc.

Address: 2781 SW 56th Avenue

City/State/Zip: Pembroke Park, FL 33023

Telephone No./Fax No.: (954) 985-0460 / fax: (954) 985-0462

Social Security or Federal I.D. No.: 59-2695595

Officer signing Proposals: James A. Royo Title: President

**STATEMENT OF NO BID**

N/A

**NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the RFP envelope on or before RFP opening. Failure to submit a response after three (3) times without a sufficient justification of "No Bid" will be cause for removal from the vendor/bidder's list.**

City of Coral Gables  
Procurement Division  
2800 S.W. 72<sup>nd</sup> Avenue  
Miami, FL 33155

We, the undersigned, have declined to submit a RFP on your RFP No. 2010.05.13 – Waterway Conveyance Improvements, C-3 Canal Restoration Project

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).  
 Insufficient time to respond to the Request for Proposal.  
 We do not offer this product or service.  
 Our schedule would not permit us to perform.  
 We are unable to meet specifications.  
 We are unable to meet bond requirements.  
 Specifications are unclear (explain below).  
 We are unable to meet insurance requirements.  
 Remove us from your RFP list for this commodity or service.  
 Other (specify below).

Remarks: N/A

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We understand that if this statement is not completed and returned, our company may be deleted from the City of Coral Gables bidders' list for this commodity or service.

Company Name: N/A

Signature: N/A

Title: N/A

Telephone: N/A

Date: N/A



# CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

FINANCE DEPARTMENT / PROCUREMENT DIVISION

Tel: 305-460-5103, Fax: 305-261-1601

## SECTION 7

### **Request for Proposal (RFP) No 2010.05.13**

#### **7.0: PROPOSAL PRICING SCHEDULE**

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##### PROPOSAL PRICING SCHEDULE FORM

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

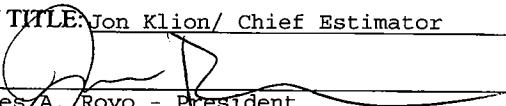
Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed, typed or printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule Form. Failure to submit this form in a may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

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PROPOSERS NAME: Shoreline Foundation, Inc.

CONTACT NAME / TITLE: Jon Klion/ Chief Estimator

SIGNATURE:

  
James A. Royo - President

DATE: June 14, 2010

ADDRESS: 2781 SW 56th Avenue, Pembroke Park, FL 33023

TELEPHONE (954) 985-0460 FACSIMILE (954) 985-0462 EMAIL: [jklion@shorelinefoundation.com](mailto:jklion@shorelinefoundation.com)

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IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT BY JULY 31<sup>ST</sup> 2011 AS ESTABLISHED IN THE \*NOTICE TO PROCEED WITH CONTRACT WORK\*

## 7.1 PROPOSAL PRICING SCHEDULE (Revised May 24, 2010)

Item	Unit	Description	Unit Price	Total Quantities	Total Price
1	C.Y.	Dredging sediment	\$ 11.67	* 35,000 C.Y.	\$ 408,450.00
2	L.S.	Provide signed and sealed Post-dredging survey.	\$ 16,000.00	L.S.	\$ 16,000.00
3	HRS	All Labor and Equipment for Cutting, Chipping and Clearing of Vegetation (including floating vegetation in canal) and Disposal at Appropriate Facility	\$ 110.00	** 50 HRS	\$ 5,500.00
4	L.S.	Provide and install on-site staging area w/ mechanical dewatering system, including management of same.	\$ 810,050.00	L.S.	\$ 810,050.00
5	TON	Transport sediments from project site to the North Dade Landfill Facility	\$ 7.53	** 47,610 TON	\$ 358,265.25
6.1	TON	Transport non-soil material from Canal Site to Landfill Facility	\$ 8.02	** 2,400 TON	\$ 19,248.00
6.2	TON	Tipping fees to dispose sediments to the North Dade Landfill Facility	\$ 34.61	** 47,610 TON	\$ 1,647,901.13
7	TON	Tipping fees to dispose non-soil material to Landfill Facility	\$ 22.04	** 2,400 TON	\$ 52,896.00
8	L.S.	Remove and dispose of 400 C.Y. of shoal in Canal bottom near the Blue Road Bridge	\$ 136.72	400 C.Y.	\$ 54,688.00
9	L.S.	Mobilization and Demobilization	\$ 340,000.00	L.S.	\$ 340,000.00
10	L.F.	Provide and install turbidity curtains including maintenance and removal	\$ 16.65	** 400 L.F.	\$ 6,660.00
<b>BASE BID</b>			\$ -	-	\$ 3,719,658.38
11	L.S.	CONTINGENCY ALLOWANCE UNFORSEEN CONDITIONS AS AUTHORIZED BY THE PROFESSIONAL ENGINEER (10% OF BASE BID)	\$ -	-	\$ 371,965.84
<b>TOTAL BID</b>			\$ -	-	\$ 4,091,624.21

\* Refer to Plan Sheet No. G-4

\*\* Contractor shall provide a figure for total quantities based on project plans, on-site visit and professional experience under similar conditions.

C.Y. - Cubic Yards

HRS - Hours

L.F. - Lineal Feet

L.S. - Lump Sum

TON - Ton

**RFP No. 2010.05.13**

**CITY OF CORAL GABLES**

**Waterway Conveyance Improvements, C-3 Canal**

**ATTACHMENT "A"**  
**FORMS FOR PROCUREMENT**

**Bidder shall prepare and submit (1) original of these forms signed in blue ink as part of its response.**  
**In the event it is *not applicable* to you, draw a line across the page and write 'N/A'**

## CITY OF CORAL GABLES

### BIDDER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Bidder, along with the Bid being submitted for the goods, services and/or construction required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Bid.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

BIDDERS NAME: Shoreline Foundation, Inc.

CONTACT NAME: Jon Klion

TITLE: Chief Estimator

ADDRESS: 2781 SW 56th Avenue, Pembroke Park, FL 33023

TELEPHONE (954) 985-0460 FACSIMILE (954) 985-0462

EMAIL: jklion@shorelinefoundation.com

FEDERAL EMPLOYER ID NO: 59-2695595

MARK ONE: CORPORATION  PARTNERSHIP  INDIVIDUAL  OTHER

List all current licenses held and provide copies

(a) STATE OF FLORIDA CGC1517337

(b) MIAMI DADE COUNTY E1922

(c) CITY OF CORAL GABLES MUNICIPAL LICENSE N/A

(d) OTHERS Broward County: 88-1022

1. State the true, exact, correct and complete name of the partnership, corporation, and trade or fictitious name in which business is transacted and the address of the place of business.

Bidders Name: Shoreline Foundation, Inc.

The address of the principal place of business is: 2781 SW 56th Avenue, Pembroke Park, FL 33023

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: June 2, 1986
- b. State of Incorporation: Florida
- c. President's: James A. Royo
- d. Vice President's: Barry S. Reed & John R. McGee
- e. Secretary: Barry S. Reed
- f. Treasurer: John R. McGee
- g. Name and address of Resident Agent: James A. Royo - President

Telephone: (954) 985-0460 Facsimile: (954) 985-0462

Email: jklion@shorelinefoundation.com

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:

N/A

- c. State whether general or limited partnership: N/A

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals and their titles:

N/A

5. Are any of the principals of this company employed by the City of Coral Gables? If so, please disclose their names below:

No \_\_\_\_\_

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6. If Bidder is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute. N/A

7. How many years has organization been in business under present business name?

24 Years \_\_\_\_\_

- a. Under what other former names has organization operated?

None \_\_\_\_\_

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8. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Bid. Please attach certificate of competency and/or state registration.

General Contractor's License - CGC1517337 \_\_\_\_\_

Dade County License - E1922 \_\_\_\_\_

State Registration (State of Florida) - J17125 \_\_\_\_\_

See Attached "EXHIBIT C" \_\_\_\_\_

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9. Have you personally inspected the site of the proposed work?  
(Y) x (N) \_\_\_\_\_

10. Do you have a complete set of documents, including drawings and addenda?  
(Y)  (N)
11. Did you attend the Pre-Bid Meeting if any such conference was held?  
(Y)  (N)
12. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
(Please provide the name and contact information of the entity which was involved)

No \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- a Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact.

No \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (Governments are preferred as references.)

Edgar Lugo; Miami-Dade Parks & Recreation; 275 NW 2nd Ave, Miami, FL 33128; (305) 755-7850  
(name) (address) (phone number)

Sandra Vega; City of Miami, Capital Improv; 444 SW 2nd Ave, Miami, FL 33130; (305) 416-1280  
(name) (address) (phone number)

Tom Lepore; Town of Jupiter; 210 Military Trail, Jupiter, FL 33458; (561) 741-2680  
(name) (address) (phone number)

14. State the name of individual who will have personal supervision of the work:

Project Manager Name: Carlos Varela

Title: Senior Project Manager

Telephone: (954) 985-0460 Facsimile: (954) 985-0460

Email address: jklion@shorelinefoundation.com

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: USI  
General Liability; Automobile Liability; Excess Liability;
- b. Type of Coverage: Workers Compensation and Employers Liability
- c. Limits of Liability: \$10,000,000.00
- d. Coverage/Policy Dates: 12/13/10
- e. Name of Insurance Agent(s): Wendy Lundry
- f. Agent(s) telephone including area code: (305) 669-6000

15. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?

No

16. Has your insurance coverage ever been cancelled for any other reason? No

If so, what was the reason? N/A

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16. **Experience Record:** List past and/or present contracts, work, and jobs, that BIDDER has performed of a type similar to what is required by specifications of the City's Bid:

**FIRM NAME/ADDRESS      DATE OF JOB      DESCRIPTION OF JOB**

See Attached "EXHIBIT B"

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17. **References:** List references that may be contacted to ascertain experience and ability of Bidder. Provide a minimum of three (3) references including **COMPANY NAME, ADDRESS, CONTACT PERSON, TELEPHONE, FACSIMILE AND EMAIL ADDRESS:**

1. Miami-Dade Parks & Recreation; 275 NW 2nd Ave, Miami, FL 33128; (305) 755-7850;

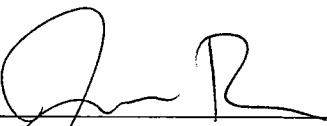
Edgar Lugo

2. City of Miami, Capital Improv; 444 SW 2nd Ave, Miami, FL 33130; (305) 416-1280;

Sandra Vega

3. Town of Jupiter; 210 Military Trail, Jupiter, FL 33458; (561) 741-2680;  
Tom Lepore

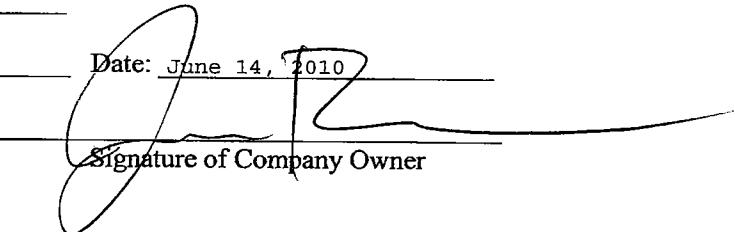
18. Provide any additional information as to qualifications and/or experience, attach documentation to this form. See Attached "EXHIBIT B"

Signed:  Title: President

Type Name: James A. Royo

Company: Shoreline Foundation, Inc.

Date: June 14, 2010

  
Signature of Company Owner

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority JAMES A. ROYO  
(Name of individual signing)

Who, after being sworn by me, affixed signature in the space provided above on this

14<sup>TH</sup> date of JUNE, 20 10

Commission expires:

  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
Elizabeth London  
Commission # DD817001  
Expires: AUG. 21, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Coral Gables  
[print name of the public entity]

by James A. Royo - President  
[print individual's name and title]

for Shoreline Foundation, Inc.  
[print name of entity submitting sworn statement]

Whose business address is:

2781 SW 56th Avenue, Pembroke Park, FL 33023

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

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

sworn statement: N/A

2. 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 of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

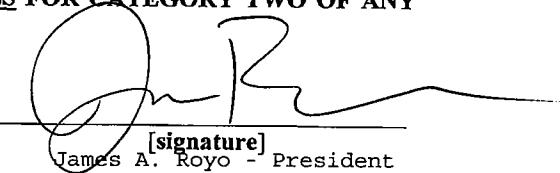
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

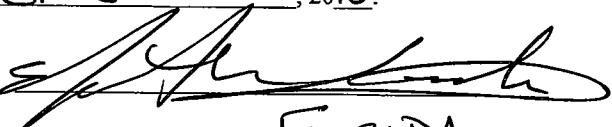
  
[signature]  
James A. Royo - President

Sworn to and subscribed before me this 14<sup>th</sup> day of JUNE, 2010.

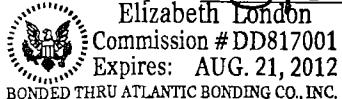
Personally known X

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

  
Notary Public - State of FLORIDA

My commission expires 08/21/12



(Printed, typed, or stamped commissioned name of notary public)

## CONE OF SILENCE

Sec. 2-1059. Cone of Silence, contracts for the provision of goods and service

The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the City of Coral Gables.

(1) *Purpose and intent.* It is the intent of this article to prevent city commissioners or the city manager and the city manager's office, potential vendors, bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed on the request for proposals (RFP), request for qualifications (RFQ), or invitations for bids (IFB).

(2) *Cone of silence* is defined to mean a prohibition on:

- a. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members;
- b. Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and/or the city manager's office, with city department heads, the city departments' staff, selection committee or evaluation committee members.

(3) *Applicability.*

- a. The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
- b. The cone of silence shall not apply to:
  1. Informal bids as defined in the procurement code;
  2. Emergency purchases of supplies, services or construction;
  3. Duly noticed pre-bid or pre-proposal conferences;
  4. Duly noticed site visits;
  5. Sole source procurements;
  6. Bid waivers;
  7. Oral presentations during duly noticed meetings;
  8. Competitive negotiations;
  9. Public presentations made to the city commission during any duly noticed public meeting;
  10. Contract negotiations and electronic commerce;
  11. Inquiries by the city commissioners or third parties to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process;
  12. Written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
  13. Communications with the city attorney;
  14. Communications between a city commissioner, the city manager, assistant city managers, the city clerk and the city attorney;
  15. Communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney and potential offerors, vendors, service providers, lobbyists or consultants;
  16. Communications between the city manager or assistant city managers and the chairperson of the selection committee after the selection committee has submitted its written recommendations to the city manager on any and all matters relating to the

recommendations. Should any change occur in the committee recommendation as a result of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager with the city clerk, and be included in any recommendation submitted by the city manager to the city commission.

(4) *Procedure.*

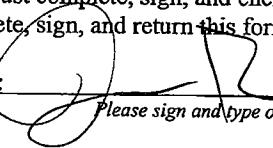
- a. *Imposition.* A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager shall provide public notice of the cone of silence and shall advise the affected department(s) in writing. The affected departments includes, but is not limited to, selection committee members, user departments, department heads, city attorney, city manager, assistant city manager(s), and the city commission.
- b. *Termination.* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.

(5) *Penalties.* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

---

Bidder must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:

 James A. Royo

TITLE: President

Please sign and type or Print Name:

COMPANY: Shoreline Foundation, Inc.

DATE: June 14, 2010



## CODE OF ETHICS AND CONFLICT OF INTEREST

### Sec. 2-1055. Ethics

Any attempt by city employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of city ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust.

### Sec. 2-1056. Prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the board or committee of the City of Coral Gables on which that person serves, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violations of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal (1) the payment of taxes, special assessments or fees for services provided by the city government; (2) the purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time. This provision shall not apply to boards and committees which have been exempted by the city commission from the requirement of the city's ethic code.

(1) *Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- a. An open-to-all sealed competitive proposal has been submitted by the offeror; or
- b. The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by an offeror defined above; or
- c. The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; or
- d. That the property or services to be involved in the proposed transaction are being offered to the city at a cost of no more than 80 percent of fair market value based on a certified appraisal paid for by the offeror; and
- e. That the proposed transaction will be in the best interest of the city. Such findings shall be spread on the minutes of the commission. This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

(2) *Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

### Sec. 2-1057. Further prohibition on transacting business with the city

No commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city board or committee on which they serve, or with any person or agency acting for the city board or committee, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Waiver of this section may only be obtained by following the provisions of section 2-1056.

Additionally, no commission member shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any persons or entities which would be or might be directly or indirectly affected by any action of the city commission: (i) officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or (ii) stockholder, bondholder,

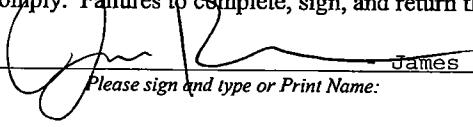
debtor, or creditor, if in any instance the transaction or matter would affect the commission member in a manner distinct from the manner in which it would affect the public generally. Any commission member who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

**Sec. 2-1058. Compulsory disclosure by employees of firms doing business with the city**

Should any commissioner, appointed official, member of an advisory board or committee, member of a quasi-judicial board or committee, or employee be employed, by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the City within 15 days after the person has actual or constructive notice of the relationship.

---

Bidder must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:  James A. Royo TITLE: President  
Please sign and type or Print Name:

COMPANY: Shoreline Foundation, Inc. DATE: June 14, 2010

## FORMAL SOLICITATIONS PROTEST PROCEDURES

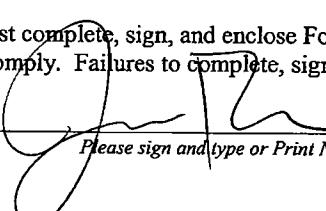
### Sec. 2-950. Resolution of protested solicitations and awards—Formal

- (a) *Right to protest on solicitations.* The following procedures shall be used for resolution of protested solicitations.
- (b) *Protest of solicitation.* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest bid specifications or a bid solicitation may file a written notice of intent to file a protest with the city clerk's office within three calendar days prior to the date set for opening of bids or receipt of proposals. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (c) *Protest of award.* Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the city clerk's office within three calendar days after notice of the city manager's written recommendation to the city commission for award of contract. A notice of intent to file a protest is considered filed when received by the city clerk's office.
- (d) *Contents of protest.* A written protest based on any of the foregoing must be submitted to the city clerk's office within five calendar days after the date the notice of protest was filed. A written protest is considered filed when received by the city clerk's office. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (h) below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest.
- (e) *Computation of time.* No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday or legal holiday.
- (f) *Challenges.* The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.
- (g) *Authority to resolve protests.* The chief procurement officer, after consultation with the city attorney, shall issue a written recommendation within ten calendar days after receipt of the written protest. Said recommendation shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The city manager's decision shall be sent to the city commission for approval or disapproval thereof. A protest of an award of a contract by the city commission may be filed with the circuit court pursuant to the Florida Rules of Appellate Procedure.
- (h) *Stay of procurement during protests.* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city manager or the city commission as provided in subsection (f) above, unless the city manager, after consultation with the head of the user department, the chief procurement officer, and the city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare and protect substantial interests of the city.
- (i) *Costs.* All costs accruing from a protest shall be assumed by the protestor.
- (j) *Filing fee.* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor less any costs assessed under subsection (i) above.

(k) *Compliance with filing requirements.* Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the city clerk's office within the time provided in subsections (a), (b) and/or (c), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek redress before the city commission or seek judicial relief without first having followed the procedure set forth in this section.

---

Bidder must complete, sign, and enclose Formal Solicitations Protest Procedures documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:  James A. Royo TITLE: President

*Please sign and type or Print Name:*

COMPANY: Shoreline Foundation, Inc. DATE: June 14, 2010

**CITY OF CORAL GABLES  
AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to City of Coral Gables  
(print name of public entity)

by James A. Royo - President  
(print individual's name and title)

for Shoreline Foundation, inc.  
(print name of entity submitting sworn statement)

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

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2695595  
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

N/A .)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES  
AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Sworn to and subscribed before me this 14<sup>TH</sup> day of JUNE, 20 10

Personally known X

or produced identification:

[Type of Identification]

[Signature]  
James A. Royo - President

Notary Public, State of FLORIDA

My Commission Expires 8/21/12

NOTARY PUBLIC-STATE OF FLORIDA  
Elizabeth London  
Commission # DD817001  
Expires: AUG. 21, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

[Printed, typed or stamped  
commissioned name of  
Notary Public]

## CERTIFIED RESOLUTION

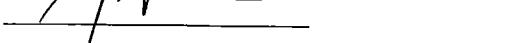
I, Barry S. Reed, duly elected Secretary of Shoreline Foundation, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

**IT IS HEREBY RESOLVED** that James A. Royo (insert name), the duly elected President (insert title of officer) of Shoreline Foundation, Inc. submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>James A. Royo</u>	<u>President</u>	
<u>Barry S. Reed</u>	<u>Vice President/ Secretary</u>	
<u>John R. McGee</u>	<u>Vice President/ Treasurer</u>	

Given under my hand and the Seal of said corporation this 14 day of JUNE, 20 10

(SEAL) By:  Barry S. Reed, Secretary

Shoreline Foundation, Inc.

Name of Corporation

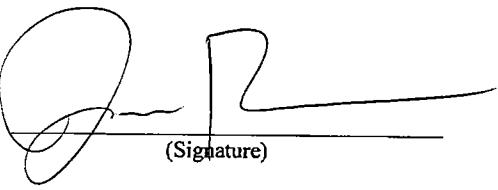
**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and delivered in the presence of:

Witness

By:

 (Signature)

James A. Royo

(Print Name)

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM**

**N/A**

**DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_**

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK** **BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

**607.1501 Authority of foreign corporation to transact business required.**

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - Maintaining, defending, or settling any proceeding.
  - Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - Maintaining bank accounts.
  - Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - Selling through independent contractors.
  - Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - Transacting business in interstate commerce.
  - Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I)  Partnership, Joint Venture, Estate or Trust
- (II)  Sole Proprietorship or Self Employed

**NOTE:** This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Shoreline Foundation, Inc.  
BIDDER'S CORRECT LEGAL NAME

**SIGNATURE OF AUTHORIZED AGENT OR BIDDER**  
James A. Royo - President

**Offeror's Certification**

**WHEN OFFERER IS A PARTNERSHIP**

**IN WITNESS WHEREOF**, the Offerer hereto has executed this Proposal Form this        day of       , 20       .

N/A  
Print Name of Partnership

By: N/A  
Signature of General or Managing Partner

N/A  
Witness

N/A  
Print Name of Partner

N/A  
Witness

N/A  
Business Address

N/A  
City/State/Zip

N/A  
Business Telephone Number

State of Florida  
County of       

N/A  
State of Registration

On this        day of       , 20       , before me, the undersigned Notary Public of the State of Florida,  
personally appeared        as whose name(s) is/are Subscribe  
(Name(s) of individual(s) who appeared before notary)  
to the within instrument, and he/she/they acknowledged that he/she/they executed it.

**WITNESS** my hand  
and official seal

**NOTARY PUBLIC, STATE OF FLORIDA**

(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me or  
Produced identification:

(Type of Identification Produced)

**DID** take an oath, or **DID NOT** take an oath

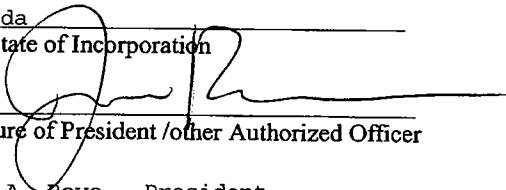
**Offeror's Certification**

**WHEN OFFERER IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 14<sup>th</sup> day of June, 20 10.

Shoreline Foundation, Inc.  
Print Name of Corporation

Florida  
Print State of Incorporation

By:   
Signature of President / other Authorized Officer

James A. Royo - President  
Print Name of President/other Authorized Officer

(CORPORATE SEAL)

ATTEST:

By:   
Secretary

Barry S. Reed

Pembroke Park, FL 33023  
City/State/Zip

(954) 985-0460  
Business Telephone Number

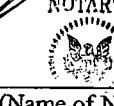
On this 14<sup>th</sup> day of June, 2010 before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by

JAMES A. ROYO, PRES. ; BARRY S. REED, SEC  
(Name of Corporate Officer(s) and Title(s))

of SHORELINE FOUNDATION ; STATE OF FLORIDA on behalf of the Corporation.  
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand  
and official seal

**NOTARY PUBLIC  
SEAL OF OFFICE:**

  
NOTARY PUBLIC, STATE OF FLORIDA  
NOTARY PUBLIC STATE OF FLORIDA  
Elizabeth London  
Commission # DD817001  
Expires: AUG 21 2012  
(Name of Notary Public, Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:

DIA  
(Type of Identification Produced)

DID take an oath, or DID NOT did not take an oath

**Offeror's Certification**

**WHEN OFFERER IS A SOLE PROPRIETORSHIP OR  
OPERATES UNDER A FICTITIOUS OR TRADE NAME**

**IN WITNESS WHEREOF**, the Offeror here to has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print Name of Firm

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Telephone Number

State of Florida  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public of the  
State of Florida, personally appeared \_\_\_\_\_

(Name(s) of individual(s) who appeared before notary)  
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledged that  
he/she/they executed it.

WITNESS my hand  
and official seal

**NOTARY PUBLIC, STATE OF FLORIDA**

**NOTARY PUBLIC  
SEAL OF OFFICE:**

(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

**DID** take an oath, or **DID NOT** did not take an oath

## NON-COLLUSION AFFIDAVIT

State of Florida )

)ss.

County of Broward )

James A. Royo being first duly sworn,  
deposes  
and says that:

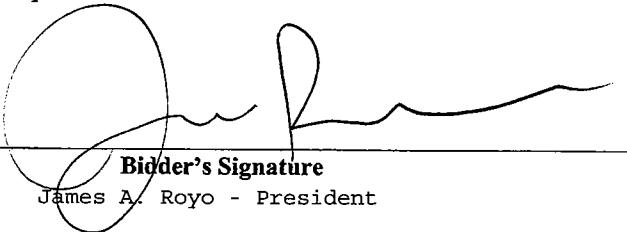
- (1) Affiant is the Owner (Owner, Partner, Officer, Representative or Agent) of Shoreline Foundation, Inc. the Bidder that has submitted the attached Invitation to Bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

## **DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Shoreline Foundation, Inc.  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, Employee Assistance Programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee a copy of the statement specified in subsection (1) that are engaged in providing the commodities or contractual services that are proposed.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are proposed, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

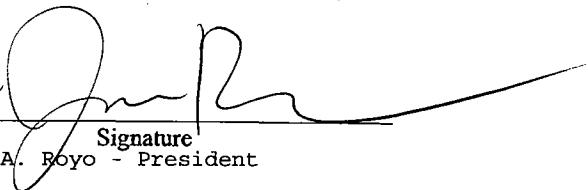


**Bidder's Signature**  
James A. Royo - President

June 14, 2010

**Date**

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.



Signature  
James A. Royo - President

State of Florida

County of Broward

On this the 14<sup>th</sup> day of June 2010 before me, the undersigned Notary Public of the State of Florida, personally appeared JAMES A. ROYO and whose name(s) is/are subscribes to the within instrument, and acknowledge it's execution.

NOTARY PUBLIC  
SEAL OF OFFICE:



NOTARY PUBLIC, STATE OF FLORIDA  
NOTARY PUBLIC-STATE OF FLORIDA  
Elizabeth London  
Commission # DD817001  
Expires: AUG. 21, 2012  
NOTED THRU ATLANTIC BONDING CO., INC.  
(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:



(Type of Identification Produced)

**CITY OF CORAL GABLES  
LOBBYIST – ISSUE APPLICATION**

**HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?**

**CITY OFFICIALS:**

Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

**FOR THIS PURPOSE:**

To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

**TIME PERIOD:**

During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

**IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.**

Your Name: (Print)

N/A  
**LOBBYIST**

Your Business Name: (Print)

N/A

Business Telephone Number:

(N/A)

Business Address:

N/A

Client you are representing on this issue:

Name of Client: (Print)

N/A

Client's Address:

N/A

Name of Corporation, Partnership, or Trust: (Print)

N/A

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print)

N/A

**ISSUE:** Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

N/A

**ISSUE FEE:** You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a specific issue.

**ADDITIONAL CLIENTS:** You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

I \_\_\_\_\_ hereby swear or affirm under penalty of  
perjury that all the facts contained in this Application are true and that I am aware that these  
requirements are in compliance with the provisions of Dade  
County Code Sec, 2-11.1(s) governing Lobbying.

Date: \_\_\_\_\_

**Signature of Lobbyist**

\$125.00 Appearance Fee Paid: \_\_\_\_\_ Received by \_\_\_\_\_

**Fees Waived for Not for Profit Organization (documentary proof attached)**

**Additional Client Application Attached:**

**CITY OF CORAL GABLES  
LOBBYIST  
BIENNIAL REGISTRATION APPLICATION**

**HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?**

**CITY OFFICIALS:**

Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

**FOR THIS PURPOSE:**

To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

**TIME PERIOD:**

During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

**IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.**

Name: (Print)

N/A

LOBBYIST

Business Name: (Print)

N/A

Business Telephone Number:

N/A

Business Address:

N/A

State the extent of any business or professional relationship with any current member of the City Commission.

N/A

**PRINCIPALS REPRESENTED:** List here all principals currently represented by you, including address and telephone number:

N/A

**ANNUAL REPORT:** On July 1<sup>st</sup> of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

**ISSUE FEE:** You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

**NOTICE OF WITHDRAWAL:** If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

**BIENNIAL LOBBYIST REGISTRATION FEE:** This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I \_\_\_\_\_ hereby swear or affirm under penalty of  
(Print Name of Lobbyist)  
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)  
governing Lobbying and that all of the facts contained in this Registration  
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist  
Registration Fee on or before October 1, 2000 and on or before October 1,  
of each even-numbered year thereafter, if I continue as an active Lobbyist in  
the City of Coral Gables.

\_\_\_\_\_  
Signature of Lobbyist

STATE OF FLORIDA      )  
                            }  
COUNTY OF DADE        )

BEFORE ME personally appeared \_\_\_\_\_ to me well known and known to me to be the  
person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_  
executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this \_\_\_\_\_.

\_\_\_\_\_ Personally Known

\_\_\_\_\_ Produced ID

\_\_\_\_\_  
Notary Public  
State of Florida

\$500.00 Fee Paid \_\_\_\_\_

Received By \_\_\_\_\_

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) \_\_\_\_\_



**Exhibit “A”**

**Construction  
Forms / Bid  
Bond**

## **BID BOND**

STATE OF FLORIDA }  
COUNTY OF MIAMI DADE }SS.  
CITY OF CORAL GABLES }

KNOWN ALL MEN BY THESE PRESENTS, That we SHORELINE FOUNDATION, INC. as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, are held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of Dollars (\$5%-----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to the City of Coral Gables the accompanying Bid, signed \_\_\_\_\_, and dated JUNE 14, 2010, for

**CORAL GABLES WATERWAY CONVEYANCE  
IMPROVEMENTS, C-3 CANAL RESTORATION  
CORAL GABLES, FLORIDA, RFP 2010.05.13**

in accordance with the Plans and Specifications therefore, the call for Bids or Proposals, and the Instructions to Bidders, all of which are made a part hereof by reference as if fully set forth herein.

**NOW, THEREFORE,**

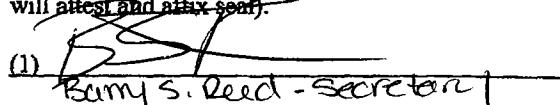
- (a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract,
  - (b) in the event of the withdrawal of said bid or proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid or proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this  
14TH day of JUNE, A.D., 2010, the name and  
corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned  
representative, pursuant to authority of its governing body.

WITNESS

(If Sole Ownership or Partnership,  
Two (2) Witnesses Required.  
If Corporation, Secretary Only  
will attest and affix seal.)

(1)   
Betsy S. Reed - Secretary

(2) \_\_\_\_\_

PRINCIPAL

SHORELINE FOUNDATION, INC.

Name of Firm

  
(SEAL)  
Signature of Authorized Officer James A. Roriv  
President

Title

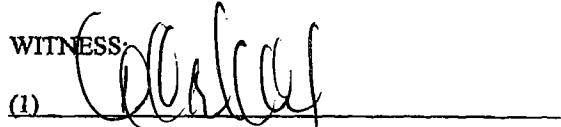
2781 S. W. 56 AVENUE,

Business Address

PEMBROKE PARK, FL 33023

City, State

WITNESS:

(1)   
(2) \_\_\_\_\_

SURETY:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Corporate Surety

  
(SEAL)  
Attorney-In-Fact D. W. MATSON III

2420 LAKEMOUNT AVENUE, 4TH FL

Business Address

ORLANDO, FL 32814

City, State

MATSON-CHARLTON SURETY GROUP

Name of Local Agency



## 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

003401201  
Certificate No.

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

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

of the City of Coral Gables, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of December 2009.

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

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



State of Connecticut  
 City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 22nd day of December, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault

Marie C. Tetreault, Notary Public

# **Exhibit “B”**

**Past  
Experience  
& Current  
Projects**



June 14, 2010

## PAST, PRESENT AND TECHNICAL RELEVANT BUILDING EXPERIENCE

### Project #1: Founders Park Marina

#### Location:

Islamorada, Florida

#### Owners Representative:

Myles E. Milander, Director of Public Works  
Village of Islamorada  
81990 Overseas Highway, Islamorada, FL 33036  
(305) 664-6400  
[myles.milander@islamorada.fl.us](mailto:myles.milander@islamorada.fl.us)

#### Completion Date:

8/31/2008

#### Gross square feet of construction:

14,954

#### Construction cost:

\$3,900,820

#### Project Status:

Completed

#### SFI Project Manager:

Matt Sturm

#### SFI Project Superintendent:

Fred Maxwell

**Relevance/Scope of Work:** As designed by Coastal Planning & Engineering, this project consisted of 2,100 linear feet of fixed dock and finger pier replacement, bulkhead repairs, and upgrades to electrical, plumbing, fire suppression and fuel systems. As required by the owner, this project was constructed in three phases, keeping the facility operational throughout the construction process.

SFI project management and field staff were in daily communication with the owner and engineer to coordinate activities and minimize impacts to the facility and to the public.

SFI also carefully scheduled and coordinated with our professional subcontractors throughout construction. The project was completed on time with no safety incidents or disruption to the operation of the facility or the public. SFI is proud to be associated with a successfully completed project that brings such a valuable facility to the local community.





June 14, 2010

## Project #2: 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@wjconstruction.com](mailto:charlie@wjconstruction.com)

### Completion Date:

2/17/09

### Gross square feet of construction:

24,960

### Construction cost:

\$2,726,467

### Project Status:

Completed

### SFI Project Manager:

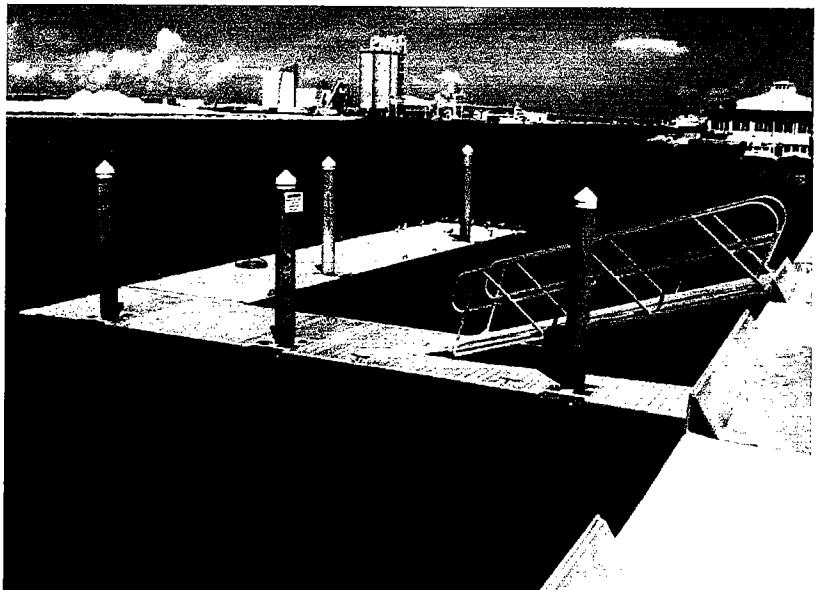
Matt Sturm

### SFI Project Superintendant:

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 Technomarine™ 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.





June 14, 2010

## Project # 3: Haulover Park Marina Phase II

**Location:**

North Miami Beach, Florida

**Owners Representative:**

Edgar Lugo

Miami-Dade Parks & Recreation  
275 N.W. 2<sup>nd</sup> Ave., Miami, FL 33128  
(305) 755-7850  
[lugoe@miamidade.gov](mailto:lugoe@miamidade.gov)

**Completion Date:**

May 2007 – January 2009

**Gross square feet of construction:**

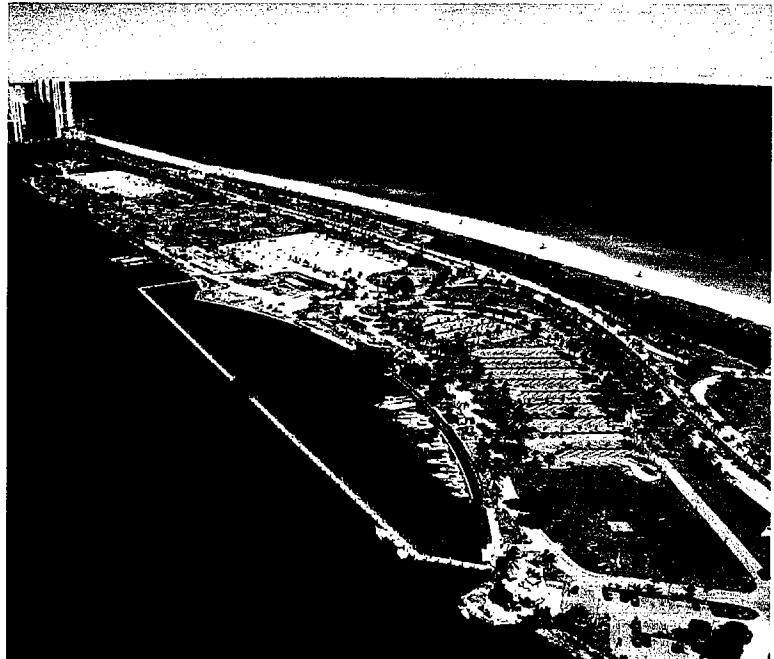
100,000 +

**Construction cost:**

\$9,957,841.00

**Project Status:**

Substantially Complete

**SFI Project Manager:**

Carlos Varela

**SFI Project Superintendent:**

Fred Maxwell

**Relevance/Scope of Work:** As designed by Coastal Engineering & Science, Inc. This project included construction of 625 linear feet of new pre-cast concrete bulkhead, 4 new main piers designed to accommodate 85 additional vessels. Along with excavating 47,000 cubic yards of existing material to create a new basin, upgrades to existing utilities including fire suppression, potable water, lighting and landscaping, two 90' deep injection wells were also constructed. This project was constructed in two phases so the existing commercial fishing fleet could remain operational during construction. This project required constant and precise coordination and scheduling with the owner and the engineer to minimize the impact to the public. This project was completed on time with no injuries to the public or our workforce.

Shoreline Foundation, Inc. is proud to have constructed this legacy project for the Miami-Dade Parks & Recreation Department.





June 14, 2010

## Project # 4: Bicentennial Park Phases I-IV

### Location:

Downtown Miami, Florida

### Owners Representative:

Ms. Sandra Vega

City of Miami Capital Improvements

444 S.W. 2<sup>nd</sup> Ave. Miami, FL 33130

(305) 416-1280

[svega@miamigov.com](mailto:svega@miamigov.com)



### Completion Date:

March 2003 – February 2010

### Gross square feet of construction:

91,000

### Construction cost:

\$15,799,622.06

### Project Status:

Phases I, II, III Completed

Phase IV Ongoing



### SFI Crew Foreman:

Sal Daher

**Relevance/Scope of Work:** As designed by Edwards & Kelcey this Project required the stabilization of the Bicentennial Park Shoreline in downtown Miami, Florida. Constructed as a public-private partnership the work was comprised of 3,400 linear feet of steel sheet pile bulkhead, 10' high cast-in-place reinforced concrete bulkhead cap, 10' wide pedestrian walkway and placement of 8,000 tons of rip-rap type limestone boulders along the newly constructed seawall. Careful

coordination and cooperation between SFI and the City was required to insure and maintain public safety during construction while still allowing the remainder of the park to be used for public events. Our crews phased the Work as required by the Owner and completed the entirety of the work ahead of schedule with no recorded injuries or incidents to the public or our work force. SFI crews are currently constructing the fourth and final phase.



June 14, 2010

## Project # 5: Riverwalk – Lagoon Pedestrian Bridge

### Location:

Jupiter, Florida



### Owners Representative:

Tom Lepore, Director  
Engineering & Public Works Department  
Town of Jupiter  
210 Military Trail, Jupiter, FL 33458  
(561) 741-2680  
[TomL@jupiter.fl.us](mailto:TomL@jupiter.fl.us)

### Completion Date:

9/29/08

### Gross square feet of construction:

10,785

### Construction cost:

\$1,935,175

### Project Status:

Completed

### SFI Project Manager:

Matt Sturm

### SFI Project Superintendent:

Fred Maxwell



**Relevance/Scope of Work:** As designed by Bridge Design, Inc. this project consisted of constructing a new concrete pedestrian bridge approximately 800' long over the Intracoastal Waterway. SFI's expert craftsmen pre-cast all the concrete elements in-house to insure the town and engineer's quality control requirements could be met. Construction included pre-cast concrete pile, pre-cast concrete pile caps and deck slabs. Complete with custom decorative handrails, custom lighting bollards incorporating the Town of Jupiter Logo and a custom paint finish, this project was completed on time and under budget.

This project was awarded the 2009 Florida Section APWA Project of The Year (Transportation Structures).



June 14, 2010

## Project # 6: Rybovich Marina

**Location:**  
West Palm Beach Florida

**Owners Representative:**  
William Cottle  
Balfour Beatty Construction  
4200 N. Flagler Drive,  
West Palm Beach FL 33407  
(561) 863-4322  
[wcottle@balfourbeattyus.com](mailto:wcottle@balfourbeattyus.com)

**Completion Date:**  
10/04/07

**Gross square feet of construction:**  
60,000 +

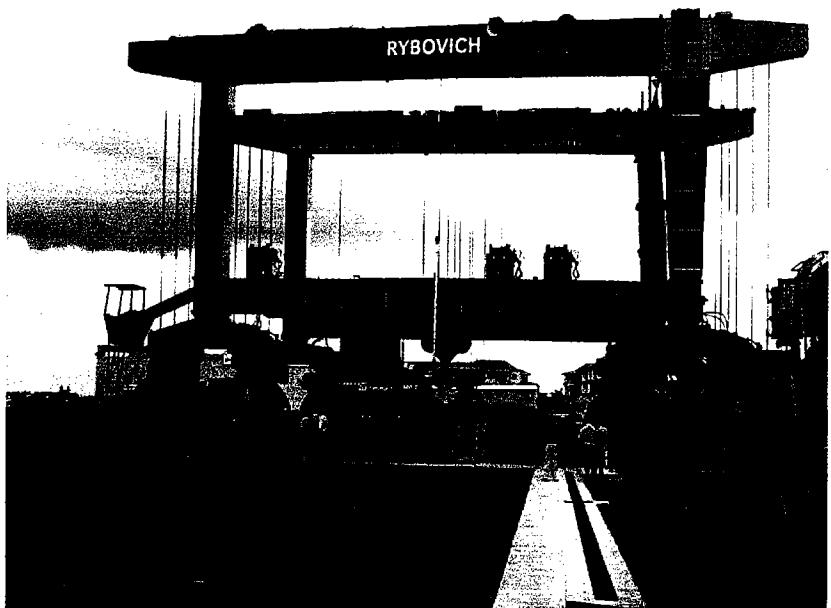
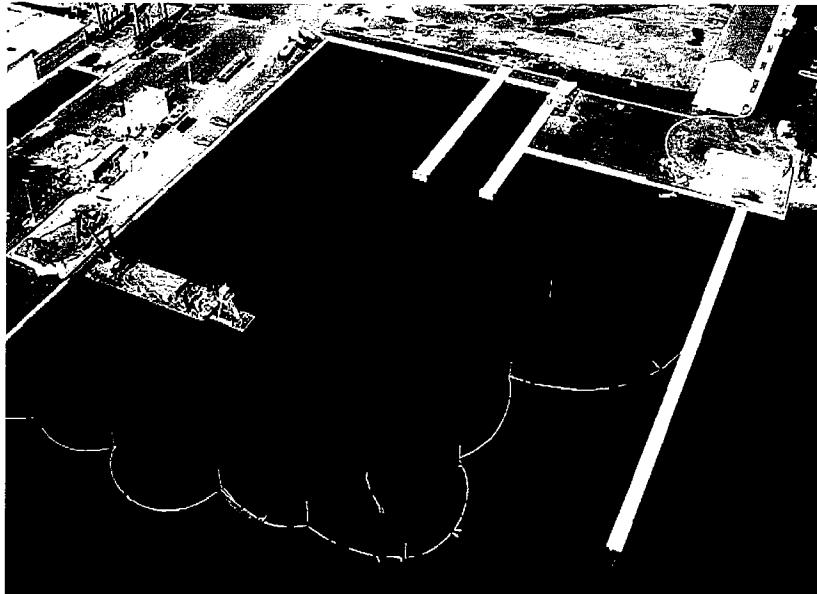
**Construction cost:**  
\$7,709,724.00

**Project Status:**  
Completed

**SFI Project Manager:**  
Matt Sturm

**SFI Project Superintendent:**  
Fred Maxwell

**Relevance/Scope of Work:** As designed by Coastal systems International this project consisted of installation of approximately 2,000 linear feet of steel sheet pile bulkhead with a cast-in place concrete cap, construction of a 600' long breakwater. Installation of 18" square concrete piling to support cast-in place concrete piers to accommodate the largest travel lift (660 ton) in Florida. This project also included installation of 20" steel pipe pile for the new 149-slip Bellingham Marine Floating dock system. SFI delivered this project on-time and under budget.





June 14, 2010

## Project #7: La SIESTA RESORT - MARINA

### Location:

Islamorada, Florida

### Owners Representative:

Mr. David Brasher

OLI Development, LLC

81001 Overseas Highway Islamorada, FL 33036-3770

(305) 664-3955

DBrasher@mottagroup.com

### Completion Date:

June 2008

### Construction cost:

\$3,525,113.29

### Project Status:

Completed

### SFI Project Manager:

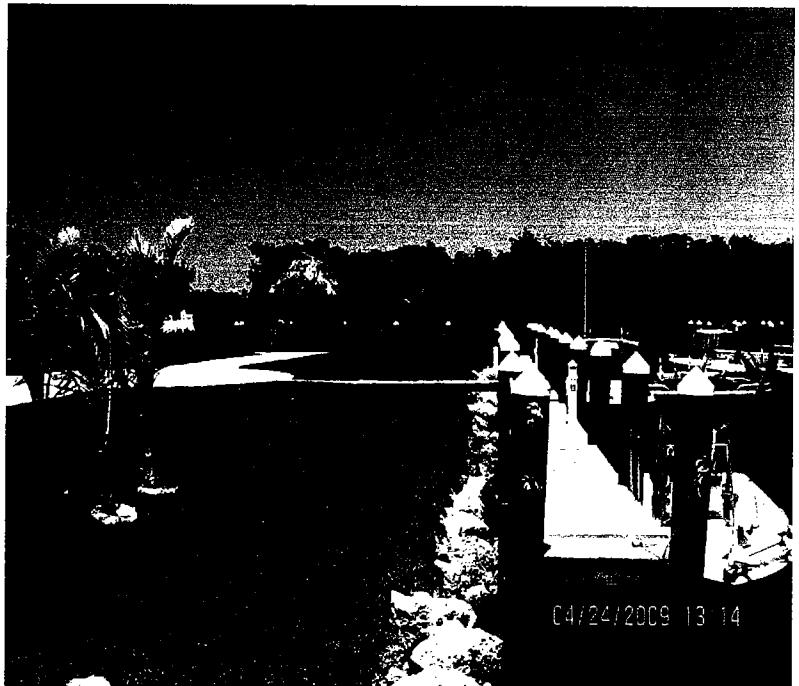
Matt Sturm

### SFI Project Superintendant:

Fred Maxwell

**Relevance/Scope of Work:** As designed the Project required the installation of 1,500 lineal feet of seawall, dock and 9,600 tons of protective rock jetties.

Our crews performed the Work as required by the Owner and the Engineer and completed the entirety of the Work ahead of schedule with No recorded injuries to the public or our manpower.





June 14, 2010

## Project #8: Buttonwood Bay Marina

**Location:**

96000 Overseas Highway  
Key Largo, FL 33037

**Owners Representative:**

Lissette Lopez and Don Horton  
Buttonwood Bay Condominium Association,  
Inc.  
95000 Overseas Highway, Key Largo, FL 33037  
(305) 852-9607

**Completion Date:**

August 28, 2009

**Construction cost:**

\$1,978,135.00

**Project Status:**

Completed

**SFI Project Manager:**

Matt Sturm

**SFI Project Superintendent:**

Fred Maxwell

**Relevance/Scope of Work:** Removing, Replacing and or installation of over 500 wood piles, 140 finger piers, fender piles, bumper piles, plastic pile caps, concrete dock cap and face, and any associated accessories.

Also includes Electrical and Plumbing, remove and replacement of all piping and wiring and replacement according to local and state codes in effect at the time of installation.





June 14, 2010

## Project # 9: Beach Nourishment

### Location:

Boca Raton, Florida

### Owners Representative:

Great Lakes Dredge & Dock Company  
2122 York Road Oak Brook, IL 60523

Mr. Steven R. Auernhamer

Ph: 630-574-3000

Email: [srauernharner@gdd.com](mailto:srauernharner@gdd.com)

### Period of Performance:

May 2004 thru December 2004

### Construction cost:

\$1,271,465.00

### Project Status:

Completed

### SFI Project Manager:

Mark Osburn

### SFI Project Superintendent:

Fred Maxwell

### Relevance/Scope of Work:

As designed by the Project and requested by the Prime Contractor we subcontracted to perform the required the installation of 6,000 tons of soldier / bedding stone rock jetty.

Our crews performed the Work as required by the Owner and the Engineer and completed the entirety of the Work ahead of schedule with No recorded injuries to the public or our manpower.





June 14, 2010

## Project # 10: Apogee

### Location:

Miami, Florida

### Owners Representative:

John Moriarty & Associates  
1942 Tyler Street Hollywood, FL 33020  
Mr. Steve Stein  
Ph: 954-920-8550  
Email: [sstein@jmaf.net](mailto:sstein@jmaf.net)

### Period of Performance:

March 2005 thru January 2006

### Construction cost:

\$1,214,679.00

### Project Status:

Completed

### SFI Project Manager:

Mark Osburn

### SFI Project Superintendent:

Fred Maxwell

### Relevance/Scope of Work:

As designed by the Project required the installation of 8,000 lineal feet of steel sheet pile seawall, concrete cap, and 18,200 tons of soldier stone rock breakwater.

Our crews performed the Work as required by the Owner and the Engineer and completed the entirety of the Work ahead of schedule with No recorded injuries to the public or our manpower.





June 14, 2010

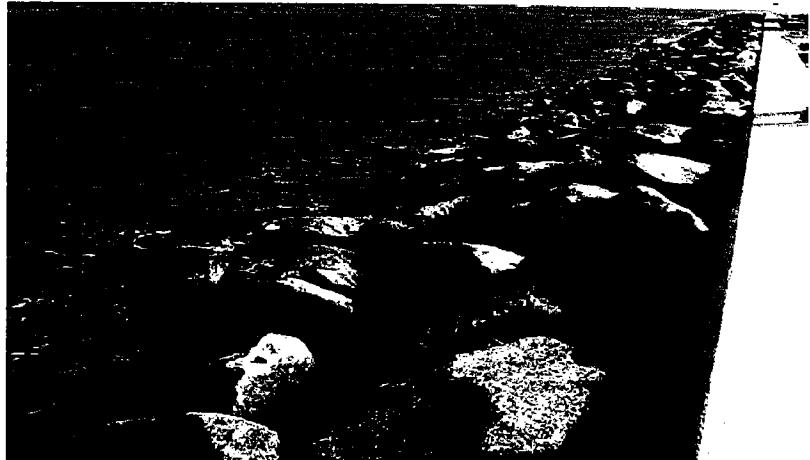
## Project # 11: Jupiter Inlet

### Location:

Jupiter, Florida

### Owners Representative:

Jupiter Inlet District  
400 Delaware Blvd. Jupiter, FL 33458  
Mike Grella  
Ph: 561-746-2223  
Email:[MGrella@jupiterinletdistrict.org](mailto:MGrella@jupiterinletdistrict.org)



### Period of Performance:

October 2007 – June 2008

### Gross square feet of construction:

**Construction cost:**  
\$3,203,113.29

### Project Status:

Completed

### SFI Project Manager:

Matt Sturm

### SFI Project Superintendent:

Fred Maxwell

### Relevance/Scope of Work:

As designed by Sea Diversified the Project required the installation of 9,500 tons of granite boulders along the north and south jetties at the Jupiter Inlet. The Project required extremely specific logistics and planning to ensure equipment, f.

Our crews performed the Work as required by the Owner and the Engineer and completed the entirety of the Work ahead of schedule with No recorded injuries to the public or our manpower.





June 14, 2010

## Project # 12: Dan Russell & MB Miller Piers

### **Location:**

Panama City,  
Bay County, Florida

### **Owners Representative:**

Mr. Dave Hemphill  
Baskerville - Donovan, Inc.  
449 West Main Street,  
Pensacola, Florida 32591  
(850) 438-9661 ex. 4360  
[dkh@bdi-ae.com](mailto:dkh@bdi-ae.com)

### **Gross square feet of construction:**

65,000 +

### **Construction cost:**

\$15,350,000

### **Project Status:**

Dan Russell Pier-Completed  
MB Miller Pier-75 % complete

### **SFI Project Manager:**

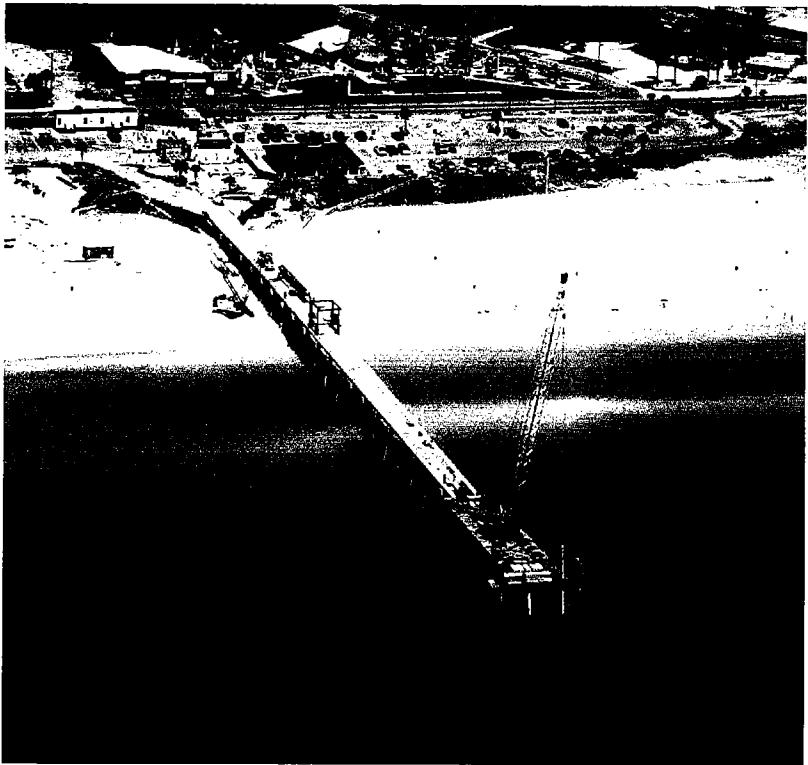
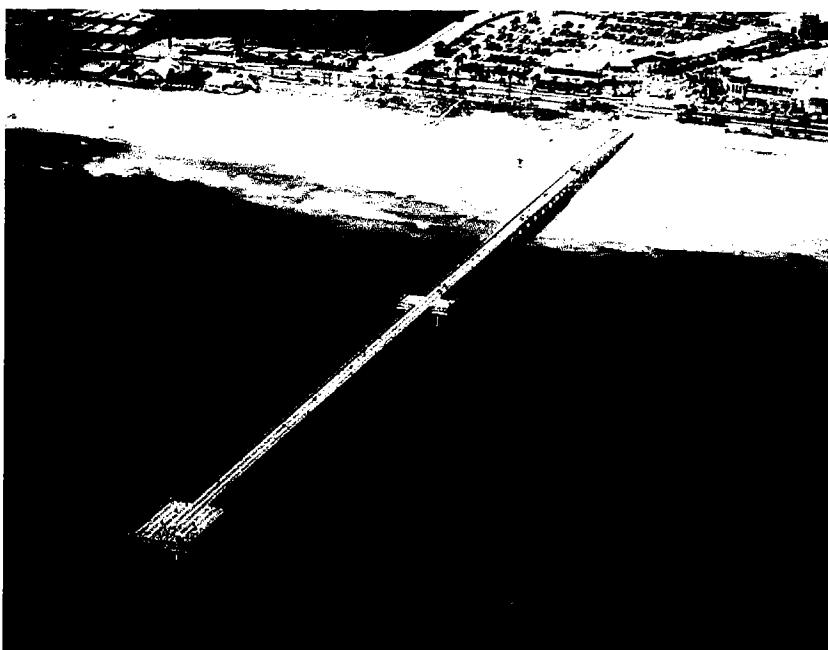
Carlos Varela

### **SFI Project Superintendant:**

Fred Maxwell

**Relevance/Scope of Work:** As designed by Baskerville-Donovan, Inc., this project required SFI to install 107' long 30" diameter octagonal concrete pile as the foundation for two of the longest piers on Florida's Gulf Coast. The two new 1,500 foot long piers which extend into the Gulf of Mexico were constructed from the top down to avoid impact to the sensitive marine habitats in the surrounding waters. The installation of removable deck panels fastened to concrete beams allows wave energy to dissipate during periods of severe weather which are common in this location.

The Dan Russell Pier was completed ahead of schedule and we anticipate the MB Miller pier to be completed ahead of schedule as well.





June 14, 2010

## Project # 13: Replace NASA Causeway Seawalls

### **Location:**

John F. Kennedy Space Center  
Port Canaveral, Florida

### **Owners Representative:**

NASA Construction Administration  
Office of Procurement  
Mail Code OP  
Kennedy Space Center, FL 32899  
Mr. Lester S. Howard  
(321) 867-7432  
[Lester.s.howard@nasa.gov](mailto:Lester.s.howard@nasa.gov)

**Gross square feet of construction:**  
5.0+ Acres

**Construction cost:**  
\$3,265,000

**Project Status:**  
Complete October 15, 2009

**SFI Project Manager:**  
Matt Sturm

**SFI Project Superintendant:**  
Fred Maxwell

### **Relevance/Scope of Work:**

As designed by Reynolds, Smith & Hill the Project required the stabilization and protection of the NASA Causeway, SR 405 in Kennedy Space Center, FL. The work was comprised of the placement 2.2 miles of new revetment along the existing bulkhead. This project includes the crushing and grading of approximately 40,000 cy of concrete debris that was stored on NASA Property. This material was segregated into a total of (3) different sizes, then placed systematically per the design profile. In addition, it required the purchase and installation of approximately 13,000 tons of granite armor stone.



The work has been broken up into (4) quadrants wherein the work is being undertaken on at least (2) quadrants at any one particular time. This is an environmentally conscious project where the strictest guidelines are adhered to.



# WORK IN PROGRESS

Contract Description	Owner/Owner's Representative	Architect/Engineer	Contract Amount	Completion Date
Titusville Veterans Memorial Fishing Pier 2 A. Max Brewer Memorial Causeway, Titusville, FL	Board of County Commissioners of Brevard County, Florida 2725 Judge Fran Jamieson Way, Suite C303 Viera, FL 32940 (321) 617-7390	DRMP 941 Lake Baldwin Lane Orlando, FL 32814 (407) 896-0594	\$2,729,000.00	Jun-10
M.B. Miller Pier Fishing Pier Panama City Beach, FL	Board of County Commissioners of Bay County, Florida Panama City Beach, Florida David Hemphill 850-438-9661	Bakerville-Donovan, Inc. 449 West Main Street, Pensacola, Florida 32502.	\$ 7,646,763.00	Apr-09
St. Lucie Tainter Gate Replacements St. Lucie, Martin County, FL	Army Corp of Engineers 701 San Marco Blvd. Jacksonville, FL 32207 (904) 232-1433	Army Corp of Engineers 701 San Marco Blvd. Jacksonville, FL 32207 (904) 232-1433	\$ 1,031,473.00	Dec-10
Coastal Facilities Various Location in Sarasota County, FL	Sarasota County Government 1001 Sarasota Center Blvd Sarasota, FL 34240 (941) 861-0757	Sarasota County Government 1001 Sarasota Center Blvd Sarasota, FL 34240 (941) 861-0757	\$ 5,367,375.00	3 year maintenance contract ending 2012
Roser Park Drive Retaining Wall Improvements Phase II St. Petersburg, FL	City of St. Petersburg One Fourth Street North St. Petersburg, FL 33701 (727) 892-5583	TBE Group, Inc. 380 Park Place Blvd Suite 300 Clearwater, FL 33759	\$ 568,520.30	Mar-10
Ocean Marina Yacht Club 1945 S. Ocean Drive Hallandale, FL 33009	Ocean Marina Yacht Club, LLC 1945 S. Ocean Drive Hallandale, FL 33009 (954) 609-5466	Carnahan Proctor Cross, Inc. 6101 West Atlantic Blvd. Margate, FL 33063	\$596,000.00	May-10



# WORK IN PROGRESS

Contract Description	Owner/Owner's Representative	Architect/Engineer	Contract Amount	Completion Date
Boynton Harbor Marina Boynton Beach, FL	Boynton Beach Community Redevelopment Agency 915 South Federal Highway Boynton Beach, FL 33435 (561) 737-3256	Sea Diversified, Inc. 1200 NW 17th Avenue Suite 3 Delray Beach, FL 33445	\$ 638,519.54	May-10
CONS-HD Spillway Replacement Hendrickson Dam Punta Gorda, FL 33982	City of Punta Gorda 326 West Marion Avenue Punta Gorda, FL 33950 (941) 575-3302	Stanley Consultants, Inc. 1641 Worthington Road Suite 400 West Palm Beach, FL 33401	\$ 1,081,856.30	Apr-10
BICENTENNIAL PARK Shoreline Stabilization PHASE I - IV Miami-Dade County, FL	City of Miami Miami, Florida 33130 Sandra Vega (305) 416-1100	EDWARDS & KELCEY Miami, Florida (305) 279-2298 Esen Tokay, P.E.	\$6,984,097.00	Apr-10
I-95 Corridor Road Improvements I-595 Broward County, FL	Dragados Baker Joint Venture 2 Alhambra Plaza, Suite 660 Coral Gables, FL 33134	Aecom 10368 West State Road 84 Davie, FL 33324	\$2,217,707.40	Aug-11

# **Exhibit “C”**

## **Licenses**

**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 barbecue 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](http://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		AC# 441722
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
CGC1517337		05/28/09 080282860
CERTIFIED GENERAL CONTRACTOR		
ROYO, JAMES ANTHONY		
SHORELINE FOUNDATION INC		
IS CERTIFIED under the provisions of Ch.489 fs		
expiration date: AUG 31, 2010 L09052800118		

DETACH HERE

AC# 4417226

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

SEQ# L09052800118

DATE	BATCH NUMBER	LICENSE NBR
05/28/2009	080282860	CGC1517337

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

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

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO  
SECRETARY



Jacob H.  
\_\_\_\_\_  
SIGNATURE

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

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

DBPR is changing the way you interact with state government. Many of DBPR's services are available online at [www.MyFloridaLicense.com](http://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 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 DBPR has a question about the authenticity of the document.

If applicable, DBPR will send a renewal notice to your last known address prior to the expiration date on your license. If you have not received your renewal notice, please call our Customer Contact Center at 850.487.1395 or email us at [callcenter@dbpr.state.fl.us](mailto:callcenter@dbpr.state.fl.us).

Please refer to your profession's governing statutes and administrative codes for further information regarding renewals. These may be viewed online at [www.MyFlorida.com/dbpr](http://www.MyFlorida.com/dbpr).

**CTQB**

Construction Trades Qualifying Board

MIAMI-DADE COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

E 1922

SHORELINE FOUNDATION, INC

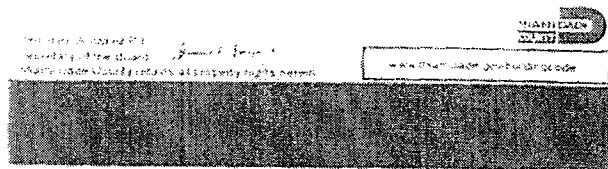
C.B.A.

ROYO JAMES ANTHONY

Is certified under the provisions of Chapter 10 of Miami-Dade County  
~~CONSTRUCTION TRADES QUALIFYING BOARD~~

**QUALIFYING TRADE(S)**

0004	STRUCTURAL ENG
0005	SEAWALL/SM DOCK
0006	PILE DRIVING & FOUND
0009	EXCAV & GRADING ENG



GENERAL ENGINEERED CONSTRUCTION BUI

88-1022  
ROYO, JAMES A. - QUALIFYING  
SHORELINE FOUNDATION INC  
2781 SW 56 AVE  
HOLLYWOOD FL 33023  
EXPIRES 08/31/2013



**CERTIFICATE OF COMPETENCY**

Detach and **SIGN** the reverse side of this  
card **IMMEDIATELY** upon receipt! You  
should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card  
every four years.

ROYO, JAMES A.  
1316 NW 127 DR  
SUNRISE FL 333233109

**BROWARD COUNTY, FLORIDA**  
**CERTIFICATE OF COMPETENCY**

CC# GENERAL ENGINEERED CONSTRUCTION B  
88-1022

ROYO, JAMES A. - QUALIFYING  
SHORELINE FOUNDATION INC  
2781 SW 56 AVE  
HOLLYWOOD FL 33023

EXPIRES 08/31/2013

# *State of Florida*

## *Department of State*

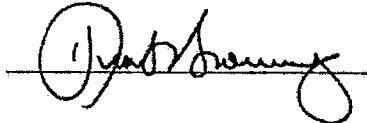
I certify from the records of this office that SHORELINE FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 2, 1986.

The document number of this corporation is J17125.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on January 5, 2010, and 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  
Florida, at Tallahassee, the Capital, this the Sixth  
day of January, 2010*



*Secretary of State*



Authentication ID: 200164319082-010610-J17125

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
<https://efile.sunbiz.org/certauthver.html>

# **Exhibit “D”**

## **Organization Description**



2781 S.W. 56<sup>th</sup> Avenue • Pembroke Park, Florida 33023  
Phone: (954) 985-0460 • Fax: (954) 985-0462 • [www.shorelinefoundation.com](http://www.shorelinefoundation.com)

## PROJECT TEAM

Our approach for this project will be to utilize all members of our Project team to the fullest extent of their knowledge and experience. We have formulated our team to best ensure the Owner the absolute best in class members for each of the most critical aspects of the Project. Most notably:

➤ Shoreline Foundation, Inc.

- Team Leader and General Contractor
- 26 Years Continuous Marine and Dredging Experience

○ National Hydraulic Dredge

- Preeminent marine dredging company
- 18 Years Continuous Experience

○ DEL Tank & Filtration Systems

- TCW 2500 Total Clean System for Soils dewatering and filtration

○ Carbon Air Env. Services

- In-Line water filtration and polishing systems

We represent a commitment of the required resources by our company to ensure this project is completed on time. Our approach is based upon working Monday thru Friday from 7:00 am to 5:00 pm. We are confident that we will meet or beat the predicated 165 days afforded by the Contract language. However, our entire team possesses the necessary resources to provide additional, labor, equipment, and management to expedite the Work should there be any unforeseen challenges. Additionally, if required we are willing to work and/or weekends should the critical path schedule dictates. We will request necessary permissions should this be required.

Finally, our entire team fully understands the logistics surrounding the entirety of the Works. To this, we have participated in the entirety of the clarification process, visited the sites on numerous occasions and are poised to undertake the Project without delay or hesitation. Specifically, we have apprised ourselves of the site constraints, the environmental challenges, Project logistics, public safety and concerns, and have included the foreseeable challenges within our preliminary schedule and our formal pricing structure.

# **Exhibit “E”**

## **Business Ownership**

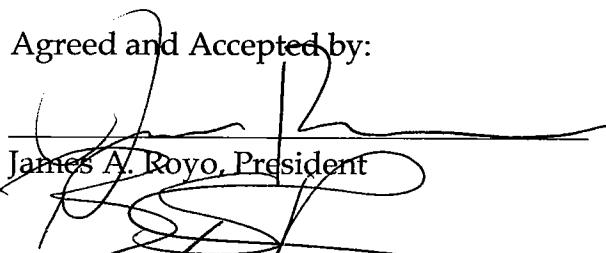
## Certificate of Special Corporate Meeting

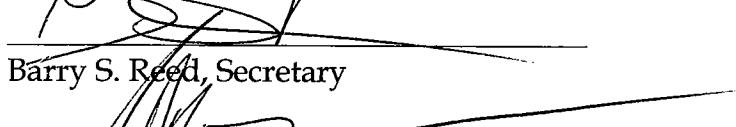
Today, June 14, 2010 a Special Corporate Meeting was held at Shoreline Foundation, Inc. (hereinafter referred to as the "Corporation") to discuss the Waterway Conveyance Improvements, C-3 Canal Restoration Project. Whereas, it was decided that the Corporation would submit a bid for this project.

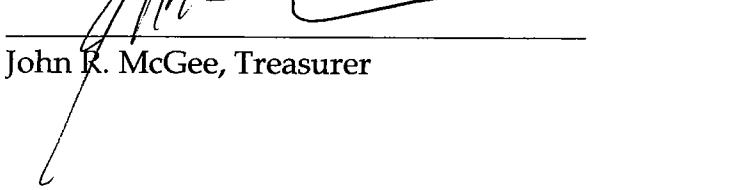
In accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation, it was resolved that James A. Royo (President) of the Corporation, is hereby authorized and instructed to execute Agreements and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations.

The corporation is in good standing under the law of the State of Florida or its state of incorporation, if other and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

Agreed and Accepted by:

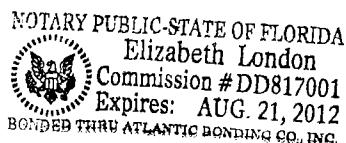
  
James A. Royo, President

  
Barry S. Reed, Secretary

  
John R. McGee, Treasurer

The foregoing was sworn and subscribed before me this 14<sup>th</sup> day of JUNE, 2010 by JAMES A. ROYO, BARRY S. REED & JOHN R. MCGEE who is personally known to me or Who has produced NIA as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires:



  
Notary Public  
State of Florida

# *State of Florida*

## *Department of State*

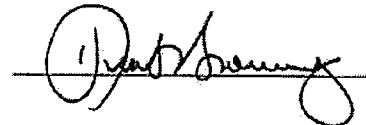
I certify from the records of this office that SHORELINE FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 2, 1986.

The document number of this corporation is J17125.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on January 5, 2010, and 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  
Florida, at Tallahassee, the Capital, this the Sixth  
day of January, 2010*



*Secretary of State*



Authentication ID: 200164319082-010610-J17125

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.  
<https://efile.sunbiz.org/certaauthver.html>

# **Exhibit “F”**

**Financial  
Statements  
2007-2009**

# ***SHORELINE FOUNDATION, INC.***

*Financial Statements as of and for the Year Ended  
December 31, 2007 and Accountants' Review Report*

# SHORELINE FOUNDATION, INC.

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DECEMBER 31, 2007:	
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Statement of Income and Retained Earnings	3
Statement of Cash Flows	4
Notes to Financial Statements	5
Supplementary Information	9

*Carroll & Cook*

CERTIFIED PUBLIC ACCOUNTANTS  
(A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS)

4800 S.W. 64th AVENUE  
SUITE 110  
FORT LAUDERDALE, FLORIDA 33314  
(954) 581-1660  
(954) 321-8066 FAX  
INFO@MYCPAOFFICE.COM

## ACCOUNTANTS' REVIEW REPORT

To the Stockholders of  
Shoreline Foundation, Inc.:

We have reviewed the accompanying balance sheet of Shoreline Foundation, Inc. (a Sub-Chapter S Corporation) as of December 31, 2007, and the related statements of income and retained earnings and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Shoreline Foundation, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted accounting standards, the objective which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Our review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the accompanying schedules of additional information on pages 9-14, is presented only for supplementary analysis purposes. Such information has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, but was completed from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the additional information.

*Carroll & Cook*

Carroll & Cook  
May 27, 2008

# SHORELINE FOUNDATION, INC.

## BALANCE SHEET DECEMBER 31, 2007

### ASSETS

#### CURRENT ASSETS:

Cash	
Accounts receivable - trade	\$ 2,756,413
Accounts receivable - other	7,523,874
Costs and estimated earnings in excess of billings on uncompleted contracts	71,184
Total current assets	<u>13,115</u>
PROPERTY AND EQUIPMENT, net of accumulated depreciation of \$5,673,150	10,364,586
OTHER ASSETS	3,306,954
TOTAL	<u>435</u>
	<u><u>\$ 13,671,975</u></u>

### LIABILITIES AND STOCKHOLDERS' EQUITY

#### CURRENT LIABILITIES:

Accounts payable - trade	\$ 1,744,392
Accrued expenses	21,177
Billings in excess of costs and estimated earnings on uncompleted contracts	2,759,834
Current portion of long-term debt	<u>93,805</u>
Total current liabilities	4,619,208
LONG-TERM DEBT, net of current portion	
Total liabilities	<u>18,267</u>
COMMITMENTS AND CONTINGENCIES (Note 6 & 7)	<u>4,637,475</u>

#### STOCKHOLDERS' EQUITY:

Common stock, \$1 par value; 100 shares authorized, issued and outstanding	100
Additional paid-in capital	238,710
Retained earnings	8,795,690
Total stockholders' equity	<u>9,034,500</u>
TOTAL	<u><u>\$ 13,671,975</u></u>

See Accompanying Notes and Accountants' Review Report

## SHORELINE FOUNDATION, INC.

### STATEMENT OF INCOME AND RETAINED EARNINGS FOR THE YEAR ENDED DECEMBER 31, 2007

#### REVENUES

Contract revenues earned

\$ 30,169,882

#### COSTS AND EXPENSES

Cost of revenues earned

19,280,488

Depreciation

1,036,181

Interest

10,989

General and administrative

6,406,199

Total

26,733,857

#### INCOME FROM OPERATIONS

3,436,025

GAIN ON SALE OF FIXED ASSETS

16,600

INTEREST AND OTHER INCOME

122,342

INCOME BEFORE INCOME TAXES

3,574,967

PROVISION FOR INCOME TAXES

0

NET INCOME

3,574,967

RETAINED EARNINGS, January 1, 2007

9,743,719

Less: Distributions to Stockholders

(4,522,996)

RETAINED EARNINGS, December 31, 2007

\$ 8,795,690

See Accompanying Notes and Accountants' Review Report

## SHORELINE FOUNDATION, INC.

### STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2007

---

#### CASH FLOWS FROM OPERATING ACTIVITIES:

Net income	\$3,574,967
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	1,036,181
Bad debt expense	1,026,328
Gain on sale of fixed assets	(16,600)
Changes in operating assets and liabilities:	
Accounts receivable - trade	(1,190,880)
Accounts receivable - other	44,008
Costs and estimated earnings in excess of billings on uncompleted contracts	242,327
Accounts payable - trade	(1,022,322)
Billings in excess of costs and estimated earnings on uncompleted contracts	1,041,027
Accrued expenses	(20,256)
Net cash provided by operating activities	<u>4,714,780</u>

#### CASH FLOWS FROM INVESTING ACTIVITIES:

Acquisitions of property and equipment	(101,560)
Proceeds from sale of property and equipment	33,066
Net cash used in investing activities	<u>(68,494)</u>

#### CASH FLOWS FROM FINANCING ACTIVITIES:

Repayments of long-term debt	(127,158)
Stockholders distribution	(4,522,996)
Net cash used in financing activities	<u>(4,650,154)</u>

NET DECREASE IN CASH	(3,868)
CASH AT BEGINNING OF YEAR	<u>2,760,281</u>
CASH AT END OF YEAR	<u>\$2,756,413</u>

#### SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid during the year for:	
Interest	\$ 10,989

See Accompanying Notes and Accountants' Review Report

## SHORELINE FOUNDATION, INC.

### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2007

#### 1. GENERAL AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

**General** – Shoreline Foundation, Inc. (“The Company”) was incorporated in 1986 pursuant to the laws of the State of Florida to engage in the maritime construction business. Its principal activities are the installation, maintenance, and repair of sea walls, docks, pilings, and related maritime services, along with construction of embankment stabilization on various interstate highways. Their customers primarily consist of developers, contractors, government agencies and private owners of existing waterfront properties in the United States and the Caribbean.

The work performed by the Company is substantially under fixed-price contracts modified by incentive provisions. The Company follows the practice of filing statutory liens on all construction projects where collection problems are anticipated. The liens serve as collateral for accounts receivable.

**Use of Estimates** – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Revenue Recognition and Concentration of Credit Risk** – The Company recognizes revenue on long-term construction contracts using the percentage of completion method, measured by the cost-to-cost method. Revenue on short-term and time and material contracts are recognized currently as the work is performed.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools and repairs. Selling, general and administrative costs are charged to expenses as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

The asset, “Costs and estimated earnings in excess of billings on uncompleted contracts”, represents revenues recognized in excess of amounts billed. The liability, “Billings in excess of costs and estimated earnings on uncompleted contracts”, represents billings in excess of revenues recognized.

During the year ended December 31, 2007, the Company derived revenues of approximately \$3,854,000 and \$5,078,000 from two customers, respectively. In addition, included in accounts receivable-trade as of December 31, 2007 is approximately \$114,000 and \$522,000, respectively from such customers.

**Cash Equivalents** - The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. As of December 31, 2007, the Company does not have any cash equivalents.

***Financial Instruments*** – The Company maintains cash balances with high credit quality financial institutions and by policy, limits the amount of credit exposure to any one financial institution. While at times bank balances exceed federally insured limits, the Company believes such amounts are not in excess of operating requirements.

***Accounts Receivable*** – The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

***Property and Equipment*** – Property and equipment is stated at cost less accumulated depreciation. Depreciation is recorded using the Modified Accelerated Cost Recovery System (MACRS) for both financial reporting and income tax purposes.

***Impairment of Long-Lived Assets*** – In accordance with SFAS No. 144, *Accounting for Impairment or Disposal of Long-Lived Assets*, the Company evaluates the carrying value of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. An impairment loss is recorded when the net book value of assets exceed their fair value, as measured by projected undiscounted future cash flows. The amount of impairment, if any, is measured using a fair value equal to the discounted future cash flows. No impairment charges were recorded during the year ended December 31, 2007.

## **2. ACCOUNTS RECEIVABLE - TRADE**

Contract receivables:

Billed

December 31, 2007

Completed contracts	\$ 3,251,142
Contracts in progress	3,023,543
Retained	<u>1,249,189</u>
	<u>\$ 7,523,874</u>

## **3. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS**

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows:

Job costs expensed on uncompleted contracts	\$ 5,168,513
Estimated earnings	<u>1,098,626</u>
	<u>6,267,139</u>
Less: Billings to date	<u>(9,013,858)</u>
	<u>\$ (2,746,719)</u>

### 3. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS (Cont.)

Included in accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 13,115
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(2,759,834)</u>
	<u>\$ (2,746,719)</u>

### 4. PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

	<u>Balance</u>	<u>Estimated Useful Lives</u>
Vehicles	\$ 1,312,803	
Equipment	5,874,758	5 Years
Furniture-Fixtures	78,584	5 - 7 Years
Land-Building	<u>1,713,959</u>	5 - 7 Years
	8,980,104	39 Years
Less: Accumulated Depreciation	<u>(5,673,150)</u>	
	<u>\$ 3,306,954</u>	

### 5. BENEFIT OBLIGATIONS

On January 1, 2000, the Company adopted a 401(k) plan which allows employees to defer a percentage of their compensation. Under the plan, employees may elect to defer up to 15% of their compensation, subject to the Internal Revenue Service limits. The plan requires the Company to match employee deferrals of up to 3% of the employee compensation. Employer matching contributions totaled \$68,920 for the year ended December 31, 2007.

## 6. LONG-TERM DEBT

The Company's long term-debt consists of the following:

Note payable to finance company, collateralized by equipment, due in monthly installments of \$4,960 non-interest bearing, due February 28, 2009 (less unamortized discount of \$3,067 -effective rate approximately 6.5%)	\$ 71,273
Note payable to finance company, collateralized by equipment, due in monthly installments of \$2,839 non-interest bearing, due March 30, 2009 (less unamortized discount of \$1,790 -effective rate approximately 6.5%)	<u>40,799</u>
	112,072
Less: current portion	<u>(93,805)</u>
Long-term debt, excluding current portion	\$ <u>18,267</u>

Principal maturities of long-term debt are as follows:

December 31, 2008	\$ 93,805
December 31, 2009	<u>18,267</u>
	\$ <u>112,072</u>

## 7. LINE OF CREDIT

The Company has an unsecured line of credit in the amount of \$2,000,000 with Merrill Lynch Business Financial Services, which expires August 31, 2008. Interest is at 2% plus one-month LIBOR. As of December 31, 2007, the Company does not have any outstanding amount against the line of credit.

## 8. INCOME TAXES

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be a Sub-Chapter S corporation. In lieu of corporate income taxes, the stockholders are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal income taxes has been included in the financial statements. The Florida corporation income tax does not apply, except where the Company is liable for Federal income tax.

\* \* \* \* \*

**SHORELINE FOUNDATION, INC.**

**SUPPLEMENTARY INFORMATION**

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**SHORELINE FOUNDATION, INC.**

**SCHEDULE OF COST OF REVENUES EARNED  
FOR THE YEAR ENDED DECEMBER 31, 2007**

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**COST OF REVENUES EARNED**

Materials	\$ 9,259,406
Contract Services	5,720,422
Equipment Rental	1,792,262
Labor	2,505,186
Blueprints	<u>3,212</u>
	<u><u>\$ 19,280,488</u></u>

See Accompanying Accountants' Review Report

## SHORELINE FOUNDATION, INC.

### SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2007

---

#### GENERAL AND ADMINISTRATIVE EXPENSES

Advertising and promotion	\$ 6,629
Auto and truck	330,451
Bad debt expense	1,026,328
Dues and subscriptions	9,969
Insurance	1,235,240
License, taxes and bond fees	440,825
Pension expense	68,920
Office	268,640
Professional fees	115,779
Repairs and maintenance	777,951
Salaries	1,937,509
Telephone and communications	86,707
Travel	85,560
Utilities	15,691
	<hr/>
	\$ 6,406,199

See Accompanying Accountants' Review Report

## SHORELINE FOUNDATION, INC.

### EARNINGS FROM CONTRACTS FOR THE YEAR ENDED DECEMBER 31, 2007

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	<u>Revenues Earned</u>	<u>Cost of Revenues Earned</u>	<u>Gross Profit (Loss)</u>
Contracts completed during the year	\$ 23,902,743	\$ 14,111,975	\$ 9,790,768
Contracts in progress at year-end	<u>6,267,139</u>	<u>5,168,513</u>	<u>1,098,626</u>
	<u><b>\$ 30,169,882</b></u>	<u><b>\$ 19,280,488</b></u>	<u><b>\$10,889,394</b></u>

See Accompanying Accountants' Review Report

SHORELINE FOUNDATION, INC.  
CONTRACTS IN PROGRESS  
YEAR ENDING DECEMBER 31, 2007

TOTAL CONTRACT		FROM INCEPTION TO DECEMBER 31, 2007						DECEMBER 31, 2007						YEAR ENDED DECEMBER 31, 2007	
Number	Revenues	Estimated Gross Profit	Revenues Earned	Job Cost Expensed	Gross Profit	Total Costs Incurred	Estimated Billed to Date	Estimated Costs to Complete	Estimated Earnings in Excess of Costs and Estimated Earnings	Cost of Revenues Earned	Cost of Revenues	Gross Profit	Costs and Billings in Excess of Costs and Estimated Earnings	Costs and Billings in Excess of Costs and Estimated Earnings	
A010	\$ 30,500	\$ 8,697	\$ 13,115	\$ 8,945	\$ 4,170	\$ 6,977	\$ 0	\$ 11,826	\$ 13,115	\$ 8,945	\$ 8,945	\$ 4,170	\$ 13,115	\$ 4,170	
D608	162,800	40,388	17,908	13,465	4,443	13,834	33,242	108,578	15,334	17,908	13,465	4,443	251,573	195,693	
D609	1,935,175	429,843	251,573	195,693	55,880	199,900	328,584	1,305,432	77,011	251,573	195,693	55,880	2,112,050	1,831,704	
M602	9,182,824	1,218,694	2,112,050	1,831,704	280,346	1,797,549	3,629,295	6,168,381	1,517,245	122,938	100,827	79,360	47,600	280,346	
M603	248,000	99,250	79,360	47,600	31,760	47,923	202,198	1,705,137	1,301,587	403,550	311,090	83,500	973,222	328,355	
M605	3,174,600	800,889	1,301,587	973,222	328,365	977,624	1,127,238	2,787,617	386,082	741,186	655,936	85,220	232,531	78,559	
M611	3,900,320	448,526	741,156	655,936	85,220	661,677	231,487	336,938	662,853	27,848	311,090	22,070	32,565	22,070	
M614	1,196,500	302,150	311,090	232,531	32,565	10,495	201,124	55,418	20,323	266,442	295,777	9,900	256,552	201,124	
P712	83,500	26,910	32,565	22,070	256,542	201,124	55,418	13,478	4,000	13,802	54,473	36,995	17,478	55,418	
S713	583,050	125,950	256,542	201,124	55,418	20,323	266,442	56,568	34,736	24,003	24,003	1,085,000	13,478	4,000	
S717	134,445	30,770	17,478	13,478	4,000	1,900	1,085,000	935,538	149,462	928,932	1,094,680	407,551	9,680	935,538	
W606	1,550,000	213,517	1,085,000	935,538	149,462	177,063	35,993	35,993	177,063	495,543	129,348	47,715	37,207	149,462	
X408	681,649	150,113	47,715	37,207	10,508										
	<u>\$22,856,863</u>	<u>\$3,856,897</u>	<u>\$6,287,139</u>	<u>\$5,168,513</u>	<u>\$1,098,626</u>	<u>\$5,143,885</u>	<u>\$9,013,858</u>	<u>\$13,323,081</u>	<u>\$13,115</u>	<u>\$2,759,834</u>	<u>\$6,267,139</u>	<u>\$5,168,513</u>	<u>\$1,098,626</u>		

SEE ACCOMPANYING ACCOUNTANTS' REVIEW REPORT

SHORELINE FOUNDATION, INC.  
CONTRACTS COMPLETED  
YEAR ENDING DECEMBER 31, 2007

CONTRACT Number	CONTRACT TOTALS			BEFORE JANUARY 1, 2007			DURING THE YEAR ENDED DECEMBER 31, 2007		
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
A001	\$ 63,932	\$ 32,983	\$ 30,949				\$ 63,932	\$ 32,983	\$ 30,949
A004	65,874	49,075	16,799				65,874	49,075	16,799
A005	452,454	286,466	165,988				452,454	286,466	165,988
A006	88,506	55,888	32,648				88,506	55,858	32,648
A007	85,000	74,334	10,666				85,000	74,334	10,666
A212	601,055	484,560	116,495						
A216	107,819	62,571	45,248	\$ 24,799	\$ 18,318	\$ 6,481	601,055	484,560	116,495
A217	275,273	164,201	111,072				83,020	44,263	38,767
B350	1,300,192	1,300,192					275,273	164,201	111,072
M457	7,711,475	5,119,113	2,592,382	3,857,170	3,205,989	651,201	1,300,192	1,300,192	1,300,192
M458	3,203,113	1,606,469	1,596,644	706,647	600,704	105,943	3,854,305	1,913,144	1,941,161
M459	3,502,113	2,208,278	1,293,835	1,272,811	986,954	285,857	2,496,466	1,005,765	1,490,701
M460	2,630,706	1,914,556	716,150	610,440	499,261	111,179	2,229,302	1,221,324	1,007,978
P704	51,350	12,642	38,708				2,020,286	1,415,295	604,971
P715	347,345	247,709	99,636				51,350	12,642	38,708
S703	420,000	241,448	178,552				347,345	247,709	99,636
S705	54,000	11,346	42,654				420,000	241,448	178,552
S708	62,000	17,424	44,576				54,000	11,346	42,654
S710	103,000	20,103	82,897				62,000	17,424	44,576
X392	41,641	26,605	15,036	41,641	26,605	15,036	103,000	20,103	82,897
X403	322,509	241,584	80,925	160,591	132,377	28,214	161,918	109,207	52,711
X404	5,184,782	3,356,735	1,828,047	106,610	79,856	26,754	5,078,172	3,276,879	1,801,293
X407	2,419,203	1,010,716	1,408,487				2,419,203	1,010,716	1,408,487
SMALL JOBS	1,590,110	1,117,051	473,059				1,590,110	1,117,051	473,059
	<u>\$30,683,452</u>	<u>\$ 19,662,019</u>	<u>\$ 11,021,433</u>	<u>\$ 6,780,709</u>	<u>\$ 5,550,044</u>	<u>\$ 1,230,665</u>	<u>\$ 23,902,743</u>	<u>\$14,111,975</u>	<u>\$ 9,790,768</u>

SEE ACCOMPANYING ACCOUNTANTS' REVIEW REPORT

## **SHORELINE FOUNDATION, INC.**

*Financial Statements as of and for the Year Ended  
December 31, 2008 and Accountants' Review Report*

# SHORELINE FOUNDATION, INC.

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*Carroll & Cook*

CERTIFIED PUBLIC ACCOUNTANTS  
(A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS)

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FORT LAUDERDALE, FLORIDA 33314  
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## ACCOUNTANTS' REVIEW REPORT

To the Stockholders of  
Shoreline Foundation, Inc.:

We have reviewed the accompanying balance sheet of Shoreline Foundation, Inc. (a Sub-Chapter S Corporation) as of December 31, 2008, and the related statements of income and retained earnings and cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Shoreline Foundation, Inc.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted accounting standards, the objective which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Our review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the accompanying schedules of additional information on pages 10-15, is presented only for supplementary analysis purposes. Such information has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, but was completed from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the additional information.

*Carroll & Cook*

Carroll & Cook  
March 13, 2009

## SHORELINE FOUNDATION, INC.

### BALANCE SHEET DECEMBER 31, 2008

#### ASSETS

##### CURRENT ASSETS:

Cash	\$ 1,376,824
Accounts receivable - trade	6,420,391
Accounts receivable - other	95,147
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>114,877</u>
Total current assets	8,007,239
PROPERTY AND EQUIPMENT, net of accumulated depreciation of \$6,480,899	3,188,397
OTHER ASSETS	<u>435</u>
<b>TOTAL</b>	<b><u>\$ 11,196,071</u></b>

#### LIABILITIES AND STOCKHOLDERS' EQUITY

##### CURRENT LIABILITIES:

Accounts payable - trade	\$ 2,204,372
Accrued expenses	85,431
Billings in excess of costs and estimated earnings on uncompleted contracts	1,819,019
Current portion of long-term debt	<u>63,768</u>
Total current liabilities	4,172,590
LONG -TERM DEBT, net of current portion	<u>47,068</u>
Total liabilities	<u>4,219,658</u>

#### COMMITMENTS AND CONTINGENCIES (Note 6 & 7)

##### STOCKHOLDERS' EQUITY:

Common stock, \$1 par value; 100 shares authorized, issued and outstanding	100
Treasury stock, at cost, 15 shares	(675,000)
Additional paid-in capital	238,710
Retained earnings	<u>7,412,603</u>
Total stockholders' equity	<u>6,976,413</u>
<b>TOTAL</b>	<b><u>\$ 11,196,071</u></b>

See Accompanying Notes and Accountants' Review Report

## SHORELINE FOUNDATION, INC.

### STATEMENT OF INCOME AND RETAINED EARNINGS FOR THE YEAR ENDED DECEMBER 31, 2008

---

REVENUES	
Contract revenues earned	\$ 27,440,176
COSTS AND EXPENSES	
Cost of revenues earned	18,838,528
Depreciation	807,749
Interest	7,390
General and administrative	<u>7,411,919</u>
Total	<u>27,065,586</u>
INCOME FROM OPERATIONS	374,590
INTEREST AND OTHER INCOME	<u>92,547</u>
INCOME BEFORE INCOME TAXES	467,137
PROVISION FOR INCOME TAXES	<u>0</u>
NET INCOME	467,137
RETAINED EARNINGS, January 1, 2008	8,795,690
Less: Distributions to Stockholders	<u>(1,850,224)</u>
RETAINED EARNINGS, December 31, 2008	<u>\$ 7,412,603</u>

See Accompanying Notes and Accountants' Review Report

## SHORELINE FOUNDATION, INC.

### STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2008

---

#### CASH FLOWS FROM OPERATING ACTIVITIES:

Net income	\$ 467,137
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	807,749
Changes in operating assets and liabilities:	
Accounts receivable - trade	1,103,483
Accounts receivable - other	(23,963)
Costs and estimated earnings in excess of billings on uncompleted contracts	(101,762)
Accounts payable - trade	459,980
Billings in excess of costs and estimated earnings on uncompleted contracts	(940,815)
Accrued expenses	<u>64,254</u>
Net cash provided by operating activities	<u>1,836,063</u>

#### CASH FLOWS USED IN INVESTING ACTIVITIES:

Acquisitions of property and equipment	<u>(689,192)</u>
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#### CASH FLOWS FROM FINANCING ACTIVITIES:

Repayments of long-term debt	(138,497)
Proceeds from borrowings	137,261
Acquire 15 shares of treasury stock	(675,000)
Stockholders distribution	<u>(1,850,224)</u>
Net cash used in financing activities	<u>(2,526,460)</u>

NET DECREASE IN CASH	(1,379,589)
----------------------	-------------

CASH AT BEGINNING OF YEAR	<u>2,756,413</u>
---------------------------	------------------

CASH AT END OF YEAR	<u>\$1,376,824</u>
---------------------	--------------------

#### SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid during the year for:

Interest	\$ 7,390
Income taxes	\$ 0

See Accompanying Notes and Accountants' Review Report

## SHORELINE FOUNDATION, INC.

### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2008

---

#### 1. GENERAL AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**General** – Shoreline Foundation, Inc. (“The Company”) was incorporated in 1986 pursuant to the laws of the State of Florida to engage in the maritime construction business. Its principal activities are the installation, maintenance, and repair of sea walls, docks, pilings, and related maritime services, along with construction of embankment stabilization on various interstate highways. Their customers primarily consist of developers, contractors, government agencies and private owners of existing waterfront properties in the United States and the Caribbean.

The work performed by the Company is substantially under fixed-price contracts modified by incentive provisions. The Company follows the practice of filing statutory liens on all construction projects where collection problems are anticipated. The liens serve as collateral for accounts receivable.

**Use of Estimates** – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Revenue Recognition and Concentration of Credit Risk** – The Company recognizes revenue on long-term construction contracts using the percentage of completion method, measured by the cost-to-cost method. Revenue on short-term and time and material contracts are recognized currently as the work is performed.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools and repairs. Selling, general and administrative costs are charged to expenses as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

The asset, “Costs and estimated earnings in excess of billings on uncompleted contracts”, represents revenues recognized in excess of amounts billed. The liability, “Billings in excess of costs and estimated earnings on uncompleted contracts”, represents billings in excess of revenues recognized.

During the year ended December 31, 2008, the Company derived revenues of approximately \$4,569,000 and \$3,639,000 from two customers, respectively. In addition, included in accounts receivable-trade as of December 31, 2008 is approximately \$427,000 and \$1,006,000, respectively from such customers.

**Cash Equivalents** - The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. As of December 31, 2008, the Company does not have any cash equivalents.

**Financial Instruments** – The Company maintains cash balances with high credit quality financial institutions and by policy, limits the amount of credit exposure to any one financial institution. While at times bank balances exceed federally insured limits, the Company believes such amounts are not in excess of operating requirements.

**Accounts Receivable** – The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

**Property and Equipment** – Property and equipment is stated at cost less accumulated depreciation. Depreciation is recorded using the Modified Accelerated Cost Recovery System (MACRS) for both financial reporting and income tax purposes.

**Impairment of Long-Lived Assets** – In accordance with SFAS No. 144, *Accounting for Impairment or Disposal of Long-Lived Assets*, the Company evaluates the carrying value of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. An impairment loss is recorded when the net book value of assets exceed their fair value, as measured by projected undiscounted future cash flows. The amount of impairment, if any, is measured using a fair value equal to the discounted future cash flows. No impairment charges were recorded during the year ended December 31, 2008.

## 2. ACCOUNTS RECEIVABLE - TRADE

Contract receivables:

Billed	December 31, 2008
Completed contracts	\$ 2,795,590
Contracts in progress	2,066,000
Retained	<u>1,558,801</u>
	<u>\$ 6,420,391</u>

## 3. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs, estimated earnings, and billings on uncompleted contracts are summarized as follows:

Job costs expensed on uncompleted contracts	\$ 9,739,557
Estimated earnings	<u>2,309,039</u>
	12,048,596
Less: Billings to date	(13,752,738)
	<u>\$ (1,704,142)</u>

### 3. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS (Cont.)

Included in accompanying balance sheet under the following captions:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 114,877
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(1,819,019)</u>
	<u>\$ (1,704,142)</u>

### 4. PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

	<u>Balance</u>	<u>Estimated Useful Lives</u>
Vehicles	\$ 1,457,571	5 Years
Equipment	6,481,198	5 - 7 Years
Furniture-Fixtures	16,568	5 - 7 Years
Land-Building	<u>1,713,959</u>	39 Years
	9,669,296	
Less: Accumulated Depreciation	<u>(6,480,899)</u>	
	<u>\$3,188,397</u>	

### 5. BENEFIT OBLIGATIONS

On January 1, 2000, the Company adopted a 401(k) plan which allows employees to defer a percentage of their compensation. Under the plan, employees may elect to defer up to 15% of their compensation, subject to the Internal Revenue Service limits. The plan requires the Company to match employee deferrals of up to 3% of the employee compensation. Employer matching contributions totaled \$73,351 for the year ended December 31, 2008.

## 6. LONG-TERM DEBT

The Company's long term-debt consists of the following:

Note payable to finance company, collateralized by equipment, due in monthly installments of \$3,945 non-interest bearing, due December 31, 2010 (less unamortized discount of \$2,556 -effective rate approximately 2.5%)	\$ 92,570
Note payable to finance company, collateralized by equipment, due in monthly installments of \$4,960 non-interest bearing, due February 28, 2009 (less unamortized discount of \$20 -effective rate approximately 6.5%)	9,840
Note payable to finance company, collateralized by equipment, due in monthly installments of \$2,839 non-interest bearing, due March 30, 2009 (less unamortized discount of \$92 -effective rate approximately 6.5%)	<u>8,426</u>
	110,836
Less: current portion	<u>(63,768)</u>
Long-term debt, excluding current portion	<u>\$ 47,068</u>

Principal maturities of long-term debt are as follows:

December 31, 2009	\$ 63,768
December 31, 2010	<u>47,068</u>
	<u>\$ 110,836</u>

## 7. LINE OF CREDIT

The Company has an unsecured line of credit in the amount of \$2,000,000 with Merrill Lynch Business Financial Services, which expires August 31, 2009. Interest is at 2% plus one-month LIBOR. As of December 31, 2008, the Company does not have any outstanding amount against the line of credit.

## **8. INCOME TAXES**

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be a Sub-Chapter S corporation. In lieu of corporate income taxes, the stockholders are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal income taxes has been included in the financial statements. The Florida corporation income tax does not apply, except where the Company is liable for Federal income tax.

## **9. TREASURY STOCK**

The Company and one of its Officers terminated their relationship as of August 31, 2008. The Company redeemed the Officer's 15 shares of Common Stock, representing 15% of the outstanding Common Stock of the Company, for a purchase price of \$675,000.

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**SHORELINE FOUNDATION, INC.**

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**SHORELINE FOUNDATION, INC.**

**SCHEDULE OF COST OF REVENUES EARNED  
FOR THE YEAR ENDED DECEMBER 31, 2008**

---

**COST OF REVENUES EARNED**

Materials	\$ 5,904,714
Contract Services	7,906,780
Equipment Rental	2,303,028
Labor	2,716,509
Blueprints	7,497
	<hr/>
	<b>\$ 18,838,528</b>

SHORELINE FOUNDATION, INC.

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2008

---

GENERAL AND ADMINISTRATIVE EXPENSES

Advertising and promotion	\$ 3,960
Auto and truck	565,906
Dues and subscriptions	17,872
Insurance	1,131,723
License, taxes and bond fees	280,679
Pension expense	75,351
Office	306,990
Professional fees	281,740
Repairs and maintenance	1,210,204
Salaries	3,023,999
Telephone and communications	104,008
Travel	387,387
Utilities	22,100
	<hr/>
	<u>\$ 7,411,919</u>

See Accompanying Accountants' Review Report

SHORELINE FOUNDATION, INC.

EARNINGS FROM CONTRACTS  
FOR THE YEAR ENDED DECEMBER 31, 2008

	Revenues Earned	Cost of Revenues Earned	Gross Profit (Loss)
Contracts completed during the year	\$ 17,503,629	\$ 10,930,675	\$ 6,572,954
Contracts in progress at year-end	<u>9,936,547</u>	<u>7,907,853</u>	<u>2,028,694</u>
	<u>\$ 27,440,176</u>	<u>\$ 18,838,528</u>	<u>\$ 8,601,648</u>

See Accompanying Accountants' Review Report

**SHORELINE FOUNDATION, INC.  
CONTRACTS IN PROGRESS  
YEAR ENDING DECEMBER 31, 2008**

SEE ACCOMPANYING ACCOUNTANTS' REVIEW REPORT

CONTRACT	CONTRACT TOTALS	Gross	DURING THE YEAR ENDED	
			BEFORE JANUARY 1, 2008	DECEMBER 31, 2008

**SEE ACCOMPANYING ACCOUNTANTS' REVIEW REPORT**

Shoreline Foundation, Inc.  
Financial Statements  
June 30, 2009

*Carroll & Cook*

CERTIFIED PUBLIC ACCOUNTANTS  
(A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS)

4800 S.W. 64th AVENUE  
SUITE 110  
FORT LAUDERDALE, FLORIDA 33314  
(954) 581-1660  
(954) 321-8066 FAX  
INFO@MYCPAOFFICE.COM

To the Board of Directors  
Shoreline Foundation, Inc.  
2781 S.W. 56th. Avenue  
Pembroke Park, FL 33023

We have compiled the accompanying balance sheet of Shoreline Foundation, Inc. (an S Corporation) as of June 30, 2009, and the related statement of income for the period then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

*Carroll & Cook*

Carroll & Cook, CPA's

August 26, 2009

**Shoreline Foundation, Inc.**  
**Balance Sheet**  
**June 30, 2009**

**Assets**

**CURRENT ASSETS**

Bank of America-O/A	\$ 57,951.43
Bank of America--P/R	(67,345.42)
Petty Cash	700.00
Merrill Lynch - O/A	671,715.08
Bank of America-Savings A/C	35,600.86
Retention Receivable	1,307,102.90
Accounts Receivable	8,233,677.90
Allow. For Doubtful Accts.	(1,396,667.66)
Loan Receivable Officers	20,216.50
Costs In Excess	1,823,212.00
Employee Receivable	(1,121.22)
Loan Receivable-Big Cypress	134,204.76
Loan Receivable-Florida Marina	50,500.00
Loan Receivable-Heavy Marine & Found.	30,500.00
Loan Receivable-Tecwall Inc.	<u>45,500.72</u>

**Total Current Assets** 10,945,747.85

**PROPERTY AND EQUIPMENT**

Building	1,063,958.67
Machinery & Equipment	6,695,355.62
Furniture & Fixtures	16,567.80
Computer Equipment	62,016.93
Autos & Trucks	1,568,289.06
Land	650,000.00
Less: Accumulated Depreciation	<u>(6,849,997.18)</u>

**Total Property and Equipment** 3,206,190.90

**OTHER ASSETS**

Deposits	<u>434.65</u>
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**Total Other Assets** 434.65

**TOTAL ASSETS** \$ 14,152,373.40

**Shoreline Foundation, Inc.**  
**Balance Sheet**  
**June 30, 2009**

**Liabilities and Stockholders' Equity**

**CURRENT LIABILITIES**

Accounts Payable	\$ 3,393,896.37
Payroll Tax Payable	8,933.30
Futa Payable	1,310.00
Suta Payable	9,218.77
Pension Payable	13,005.45
Garnishments	721.29
Billings in Excess	<u>3,121,773.00</u>

**Total Current Liabilities**

6,548,858.18

**DEFERRED LIABILITIES**

N/P-2-Caterpillar-416E	71,459.76
Deferred Interest	(2,555.53)
N/P LBX Financial-160LX-#1	1,494.00
Disc on 160LX #1 NP	(4,756.50)
N/P LBX Financia160LX-#2	1,494.00
Disc on NP 160LX #2	(9.50)
N/P LBX Financial 210 LX Exca.	1,698.82
Disc on NP 210LX	<u>(92.00)</u>

**Total Deferred Liabilities**

68,733.05

**Total Liabilities**

6,617,591.23

**STOCKHOLDERS' EQUITY**

Capital Stock	100.00
Paid In Capital	238,709.86
Treasury Stock	(675,000.00)
Retained Earnings	273,152.82
Distributions	(59,079.00)
Accumulated Adjustments Account	7,139,450.86
Year-to-date Net Income (Loss)	<u>617,447.63</u>

**Total Stockholders' Equity**

7,534,782.17

**TOTAL LIABILITIES AND  
STOCKHOLDERS' EQUITY**

\$ 14,152,373.40

**Shoreline Foundation, Inc.**  
**Statement of Income**  
**For the Six Months Ended June 30, 2009**

	<b>Six Months Ended</b>
	<b>June 30, 2009</b>
<b>Sales</b>	
Revenue Marine	\$ 14,050,266.37
<b>Total Sales</b>	<u>14,050,266.37</u>
<b>Cost of Goods Sold</b>	
Materials	3,822,251.31
Plans and Blueprints	17,865.70
Contract Services	2,618,131.29
Equipment Rental	995,223.31
Permits & Application Fees	139,904.19
Cleaning & Janitorial	636.00
Payroll	1,739,677.51
Payroll Taxes-Field Labor	155,664.95
Notice to Owner Fees	458.20
Equip-Repairs & Maint.	379,744.97
Other Job Cost	38.43
Direct Labor Burden	179,031.85
Perdiem	3,845.70
Lodging	65,831.72
Burden Allocation	(200,553.71)
Fuel & Oil	115,461.22
Utilities	3,916.55
Waste Removal	409.52
Small Equipment	70,305.43
Small Tools	57,905.28
Engineering Fees	625.00
Licenses & Bond Fees	151,324.74
Insurance-Other	73,094.93
W/C Medical Benefits	2,497.10
Insurance-Health	7,227.81
Insurance-Equipment	10,088.77
Insurance-Auto	1,529.14
Payroll-Vacation	1,338.00
Payroll-Holiday/Bonus	17,335.04
Payroll-Equipment	84,380.54
Telephone Expense	6,457.87
Travel	3,905.05
Yard Supplies	1,253.22
Union Benefits	86,833.28
<b>Total Cost of Goods Sold</b>	<u>10,613,639.91</u>
<b>Gross Profit</b>	<u>3,436,626.46</u>

**Shoreline Foundation, Inc.**  
**Statement of Income**  
**For the Six Months Ended June 30, 2009**

**Operating Expenses**

Advertising Expense	5,530.34
Bank Charges	7,670.53
Cleaning and Janitorial	1,992.80
Contributions	3,450.00
Depreciation	369,101.66
Dues & Subscriptions	5,152.44
Education	1,963.52
Employee Medical Benefits-(W/C)	1,690.00
Payroll Taxes	99,322.19
Fuel and Oil	79,085.98
Insurance-Other	6,959.91
Insurance-Work Compensation	192,221.00
Insurance-Health	116,378.06
Insurance-Dental	4,226.70
Insurance-Liability	180,525.94
Insurance-Auto	55,601.53
Payroll-Administration	922,361.99
Licenses/Bond Fees	15,050.99
Utilities	8,382.93
Office Expense	93,304.33
Officer Salaries	362,690.25
Permit/Application Fee	
Late Charges	1,663.35
Holiday/Bonus Pay	5.00
Postage and Freight	280.80
Professional Fees	8,018.10
Pension Expense (401k)	115,487.85
Repairs and Maintenance	42,479.08
Miscellaneous Yard Supply	3,623.85
Small Tools	46,781.55
Small Equipment	1,825.01
Traffic Fines	7,957.17
Telephone	417.00
Travel	37,553.27
Tax Other	25,612.79
Union Benefits	1,214.94
Waste Removal	(5,450.54)
	3,838.86

**Total Operating Expenses**

2,823,971.17

**Operating Income (Loss)**

612,655.29

**Other Income/Expenses**

Interest Income	4,645.11
Miscellaneous Income	147.23

**Total Other Income/Expenses (Loss)**

4,792.34

**Net Income (Loss)**

\$ 617,447.63

06/30/09

**Shoreline Foundation, Inc.**  
**General Ledger**

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	<b>102 Bank of America-O/A</b>		<b>68,874.68</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		45,998.26	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		(28,000.17)	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(28,921.34)	
				<u>(10,923.25)</u>	<u>57,951.43</u>
	<b>103 Bank of America--P/R</b>		<b>(75,525.92)</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		94,925.78	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		(84,671.37)	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(2,073.91)	
				<u>8,180.50</u>	<u>(67,345.42)</u>
	<b>104 Petty Cash</b>		<b>700.00</b>		
				<u>0.00</u>	<u>700.00</u>
	<b>106 Merrill Lynch - O/A</b>		<b>499,807.07</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		(294,574.09)	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		145,336.75	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		321,145.35	
				<u>171,908.01</u>	<u>671,715.08</u>
	<b>109 Bank of America-Savings A/C</b>		<b>35,591.98</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		2.93	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		3.02	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		2.93	
				<u>8.88</u>	<u>35,600.86</u>
	<b>114 Retention Receivable</b>		<b>1,427,722.82</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		(213,269.55)	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		194,925.10	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(102,275.47)	
				<u>(120,619.92)</u>	<u>1,307,102.90</u>
	<b>115 Accounts Receivable</b>		<b>6,272,878.56</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		101,966.37	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		696,446.61	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		1,162,386.36	
				<u>1,960,799.34</u>	<u>8,233,677.90</u>
	<b>116 Allow. For Doubtful Accts.</b>		<b>(1,396,667.66)</b>		
				<u>0.00</u>	<u>(1,396,667.66)</u>
	<b>117 Loan Receivable Officers</b>		<b>20,216.50</b>		
				<u>0.00</u>	<u>20,216.50</u>
	<b>121 Costs In Excess</b>		<b>780,951.00</b>		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		62,346.00	
06/30/09	JE60906	RECORD COSTS/BILLINGS		(843,297.00)	
06/30/09	JE60906	RECORD COSTS/BILLINGS		1,823,212.00	
				<u>1,042,261.00</u>	<u>1,823,212.00</u>

06/30/09

**Shoreline Foundation, Inc.**  
**General Ledger**

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	125 Employee Receivable				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(1,070.28)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		45.29 (96.23) (50.94)	<u>45.29</u> <u>(96.23)</u> <u>(50.94)</u> <u>(1,121.22)</u>
	131 Loan Receivable-Big Cypress		134,204.76	0.00	<u>134,204.76</u>
	132 Loan Receivable-Florida Marina		50,500.00	0.00	<u>50,500.00</u>
	133 Loan Receivable-Heavy Marine & Found.		30,500.00	0.00	<u>30,500.00</u>
	136 Loan Receivable-Tecwall Inc.		45,500.72	0.00	<u>45,500.72</u>
	251 Building		1,063,958.67	0.00	<u>1,063,958.67</u>
06/30/09	252 Machinery & Equipment JE60901	4/09 PUSH BOAT PULLEY Z002	6,423,635.62	271,720.00 271,720.00	<u>271,720.00</u> <u>6,695,355.62</u>
	253 Furniture & Fixtures		16,567.80	0.00	<u>16,567.80</u>
	254 Computer Equipment		62,016.93	0.00	<u>62,016.93</u>
06/30/09	256 Deposits-Equipment JE60901	RECORD APRIL TRANSACTIONS	100,000.00	(100,000.00) (100,000.00)	<u>0.00</u>
06/30/09	257 Autos & Trucks JE60903 JE60904	5/09 FORD F250 Z005 F4 6/09 LAND ROVER L3 05 Z005	1,517,571.30	32,677.86 18,039.90 50,717.76	<u>32,677.86</u> <u>18,039.90</u> <u>50,717.76</u> <u>1,568,289.06</u>
	260 Land		650,000.00	0.00	<u>650,000.00</u>
06/30/09	280 Allowance for Depreciation JE60901	RECORD APRIL TRANSACTIONS	(6,664,140.92)	(61,488.75)	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		(62,033.39)	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(62,334.12)	
				(185,856.26)	<u>(6,849,997.18)</u>

06/30/09

**Shoreline Foundation, Inc.**  
**General Ledger**

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	306 Deposits		434.65		<u>434.65</u>
				<u>0.00</u>	<u>434.65</u>
	403 Accounts Payable				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(1,939,660.20)		
06/30/09	JE60902	CORRECT APRIL	(85,312.70)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS	0.03		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	(173,614.21)		
			(1,195,309.29)		
			(1,454,236.17)		<u>(3,393,896.37)</u>
	404 Payroll Tax Payable		(18,337.38)		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(40,379.11)		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(40,379.11)		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	143,392.92		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(65,363.29)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS	(43,107.40)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS	(43,107.40)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS	(66,506.55)		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	102,418.48		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	(29,488.02)		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	(29,488.02)		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	128,902.00		
06/30/09	JE60907	RECLASS P/R TAX PYMT	(41,223.39)		
			33,732.97		
			<u>9,404.08</u>	<u>(8,933.30)</u>	
	408 Futa Payable				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(6,193.45)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS	5,432.97		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	(351.99)		
			(197.53)		
			<u>4,883.45</u>	<u>(1,310.00)</u>	
	409 Suta Payable				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(26,861.00)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS	19,627.42		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	(1,271.55)		
			(713.64)		
			<u>17,642.23</u>	<u>(9,218.77)</u>	
	410 Pension Payable				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(8,682.40)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS	2,179.86		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	(1,593.67)		
			(4,909.24)		
			<u>(4,323.05)</u>	<u>(13,005.45)</u>	
	412 Garnishments				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(902.33)		
06/30/09	JE60903	RECORD MAY TRANSACTIONS	1,000.38		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	(761.97)		
			(57.37)		
			<u>181.04</u>	<u>(721.29)</u>	
	418 Billings in Excess				
06/30/09	JE60906	RECORD COSTS/BILLINGS	(2,145,387.00)		
06/30/09	JE60906	RECORD COSTS/BILLINGS	2,145,387.00		
			(3,121,773.00)		

06/30/09

**Shoreline Foundation, Inc.**  
**General Ledger**

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Page 4

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	418	Billings in Excess (cont.)			
					<u>(976,386.00)</u> <u>(3,121,773.00)</u>
06/30/09	515 N/P-2-Caterpillar-416E		(83,293.80)		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		3,944.68	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		3,944.68	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		3,944.68	
				<u>11,834.04</u>	<u>(71,459.76)</u>
	516	Deferred Interest	2,555.53		
				<u>0.00</u>	<u>2,555.53</u>
	520	N/P LBX Financial-160LX-#1	(1,494.00)		
				<u>0.00</u>	<u>(1,494.00)</u>
	521	Discet on 160LX #1 NP	4,756.50		
				<u>0.00</u>	<u>4,756.50</u>
	522	N/P LBX Financial160LX-#2	(1,494.00)		
				<u>0.00</u>	<u>(1,494.00)</u>
	523	Discet on NP 160LX #2	9.50		
				<u>0.00</u>	<u>9.50</u>
	524	N/P LBX Financial 210 LX Exca.	(1,698.82)		
				<u>0.00</u>	<u>(1,698.82)</u>
	525	Discet on NP 210LX	92.00		
				<u>0.00</u>	<u>92.00</u>
	558	Capital Stock	(100.00)		
				<u>0.00</u>	<u>(100.00)</u>
	559	Treasury Stock	675,000.00		
				<u>0.00</u>	<u>675,000.00</u>
	560	Paid in Capital	(238,709.86)		
				<u>0.00</u>	<u>(238,709.86)</u>
06/30/09	561 Distributions		0.00		
	JE60901	RECORD APRIL TRANSACTIONS		<u>59,079.00</u>	<u>59,079.00</u>
				<u>59,079.00</u>	<u>59,079.00</u>
	580	Accumulated Adjustments Accou	(7,139,450.86)		
				<u>0.00</u>	<u>(7,139,450.86)</u>

06/30/09

**Shoreline Foundation, Inc.**  
**General Ledger**

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	581 Retained Earnings		(273,152.82)		
				<u>0.00</u>	<u>(273,152.82)</u>
	<b>602 Revenue Marine</b>		<b>(5,489,927.67)</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS			
06/30/09	JE60902	CORRECT APRIL		(2,130,865.11)	
06/30/09	JE60902	CORRECT APRIL		0.27	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		(0.27)	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(2,831,161.65)	
06/30/09	JE60905	RECLASS		(3,532,436.94)	
06/30/09	JE60906	RECORD COSTS/BILLINGS		(62,346.00)	
				(3,529.00)	
				<u>(8,560,338.70)</u>	<u>(14,050,266.37)</u>
	<b>614 Billing In Excess</b>		<b>0.00</b>		
06/30/09	JE60904	RECORD JUNE TRANSACTIONS			
06/30/09	JE60905	RECLASS		(62,346.00)	
				62,346.00	
				<u>0.00</u>	<u>0.00</u>
	<b>701 Materials</b>		<b>947,273.66</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS			
06/30/09	JE60902	CORRECT APRIL		460,687.46	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		(0.16)	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		507,426.18	
				1,906,864.17	
				<u>2,874,977.65</u>	<u>3,822,251.31</u>
	<b>703 Plans and Blueprints</b>		<b>15,861.03</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS			
06/30/09	JE60903	RECORD MAY TRANSACTIONS		368.74	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		475.56	
				1,160.37	
				<u>2,004.67</u>	<u>17,865.70</u>
	<b>704 Contract Services</b>		<b>945,962.60</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS			
06/30/09	JE60902	CORRECT APRIL		736,522.73	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		0.50	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		435,284.62	
				500,360.84	
				<u>1,672,168.69</u>	<u>2,618,131.29</u>
	<b>706 Equipment Rental</b>		<b>448,515.73</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS			
06/30/09	JE60903	RECORD MAY TRANSACTIONS		125,557.62	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		216,461.94	
				204,688.02	
				<u>546,707.58</u>	<u>995,223.31</u>
	<b>707 Permits &amp; Application Fees</b>		<b>139,029.65</b>		
06/30/09	JE60903	RECORD MAY TRANSACTIONS			
				874.54	
				<u>874.54</u>	<u>139,904.19</u>
	<b>708 Cleaning &amp; Janitorial</b>		<b>120.00</b>		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS			
06/30/09	JE60903	RECORD MAY TRANSACTIONS		264.00	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		120.00	
				132.00	

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	708	Cleaning & Janitorial (cont.)			
				<u>516.00</u>	<u>636.00</u>
	709 Payroll				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	822,478.66		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		320,445.91	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		338,948.37	
				<u>257,804.57</u>	<u>917,198.85</u>
					<u>1,739,677.51</u>
	711 Payroll Taxes-Field Labor				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	82,760.12		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		26,349.74	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		26,636.49	
				<u>19,918.60</u>	<u>72,904.83</u>
					<u>155,664.95</u>
	712 Notice to Owner Fees				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	229.10		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		137.46	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		45.82	
				<u>45.82</u>	<u>229.10</u>
					<u>458.20</u>
	713 Equip-Repairs & Maint.				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	222,787.63		
06/30/09	JE60902	CORRECT APRIL		65,453.76	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		(0.64)	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		34,964.59	
				<u>56,539.63</u>	<u>156,957.34</u>
					<u>379,744.97</u>
	714 Other Job Cost				
			38.43		
				<u>0.00</u>	<u>38.43</u>
	718 Direct Labor Burden				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	85,786.89		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		31,991.33	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		34,649.79	
				<u>26,603.84</u>	<u>93,244.96</u>
					<u>179,031.85</u>
	719 Perdiem				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	1,970.86		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		598.91	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		636.95	
				<u>638.98</u>	<u>1,874.84</u>
					<u>3,845.70</u>
	720 Lodging				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	40,067.92		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		6,365.27	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		8,465.41	
				<u>10,933.12</u>	<u>25,763.80</u>
					<u>65,831.72</u>
	721 Burden Allocation				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	(97,320.41)		
				<u>(35,466.05)</u>	

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	721 Burden Allocation (cont.)				
06/30/09	JE60903	RECORD MAY TRANSACTIONS		(38,598.43)	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(29,168.82)	
				<u>(103,233.30)</u>	<u>(200,553.71)</u>
	722 Fuel & Oil				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	62,343.53		
06/30/09	JE60902	CORRECT APRIL		21,062.54	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		0.40	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		9,901.17	
				<u>22,153.58</u>	<u>53,117.69</u>
					<u>115,461.22</u>
	723 Utilities				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	1,951.48		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		1,062.53	
				<u>902.54</u>	<u>1,965.07</u>
					<u>3,916.55</u>
	724 Waste Removal				
06/30/09	JE60903	RECORD MAY TRANSACTIONS	319.52		
				<u>90.00</u>	<u>409.52</u>
	725 Small Equipment				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	45,097.03		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		5,585.81	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		5,243.19	
				<u>14,379.40</u>	<u>25,208.40</u>
					<u>70,305.43</u>
	726 Small Tools				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	42,615.39		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		6,799.68	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		4,075.12	
				<u>4,415.09</u>	<u>15,289.89</u>
					<u>57,905.28</u>
	727 Engineering Fees				
			625.00		
				<u>0.00</u>	<u>625.00</u>
	728 Licenses & Bond Fees				
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	148,260.40		
				<u>3,064.34</u>	<u>151,324.74</u>
	729 Insurance-Other				
			73,094.93		
				<u>0.00</u>	<u>73,094.93</u>
	730 W/C Medical Benefits				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	2,057.92		
				<u>439.18</u>	<u>2,497.10</u>
	731 Insurance-Health				
			7,227.81		
				<u>0.00</u>	<u>7,227.81</u>

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	732 Insurance-Equipment		10,088.77	<u>0.00</u>	<u>10,088.77</u>
	733 Insurance-Auto		1,529.14	<u>0.00</u>	<u>1,529.14</u>
	734 Payroll-Vacation		1,338.00	<u>0.00</u>	<u>1,338.00</u>
06/30/09	735 Payroll-Holiday/Bonus		7,667.60		
	JE60903	RECORD MAY TRANSACTIONS		9,667.44	
				<u>9,667.44</u>	<u>17,335.04</u>
06/30/09	736 Payroll-Equipment		44,148.70		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		16,226.28	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		11,858.91	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		12,146.65	
				<u>40,231.84</u>	<u>84,380.54</u>
06/30/09	745 Telephone Expense		2,442.55		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		1,528.84	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		1,602.30	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		884.18	
				<u>4,015.32</u>	<u>6,457.87</u>
06/30/09	746 Travel		1,068.02		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		784.68	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		1,562.68	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		489.67	
				<u>2,837.03</u>	<u>3,905.05</u>
06/30/09	750 Yard Supplies		1,224.88		
	JE60904	RECORD JUNE TRANSACTIONS		28.34	
				<u>28.34</u>	<u>1,253.22</u>
06/30/09	755 Union Benefits		46,942.18		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		14,901.64	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		14,570.44	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		10,419.02	
				<u>39,891.10</u>	<u>86,833.28</u>
06/30/09	854 Advertising Expense		5,222.34		
	JE60903	RECORD MAY TRANSACTIONS		308.00	
				<u>308.00</u>	<u>5,530.34</u>
06/30/09	859 Bank Charges		5,162.05		
06/30/09	JE60901	RECORD APRIL TRANSACTIONS		1,140.36	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		34,604.78	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		496.31	
06/30/09	JE60907	RECLASS P/R TAX PYMT		(33,732.97)	

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	859	Bank Charges (cont.)			
				<u>2,508.48</u>	<u>7,670.53</u>
	861	Cleaning and Janitorial			
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	498.20		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		498.20	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		498.20	
				<u>498.20</u>	<u>1,494.60</u>
					<u>1,992.80</u>
	870	Contributions			
06/30/09	JE60904	RECORD JUNE TRANSACTIONS	2,450.00		
				<u>1,000.00</u>	<u>1,000.00</u>
					<u>3,450.00</u>
	878	Depreciation			
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	183,245.40		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		61,488.75	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		62,033.39	
				<u>62,334.12</u>	<u>185,856.26</u>
					<u>369,101.66</u>
	880	Dues & Subscriptions			
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	1,649.20		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		96.00	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		2,131.00	
				<u>1,276.24</u>	<u>3,503.24</u>
					<u>5,152.44</u>
	881	Education			
			1,963.52		
				<u>0.00</u>	<u>1,963.52</u>
	882	Employee Medical Benefits-(W/C)			
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	0.00		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		472.36	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		1,178.64	
				<u>39.00</u>	<u>1,690.00</u>
					<u>1,690.00</u>
	887	Payroll Taxes			
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	56,862.68		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		15,583.28	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		17,254.13	
				<u>9,622.10</u>	<u>42,459.51</u>
					<u>99,322.19</u>
	890	Fuel and Oil			
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	34,371.61		
06/30/09	JE60902	CORRECT APRIL		10,717.74	
06/30/09	JE60903	RECORD MAY TRANSACTIONS		(0.13)	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		20,762.84	
				<u>13,233.92</u>	<u>44,714.37</u>
					<u>79,085.98</u>
	903	Insurance-Other			
06/30/09	JE60903	RECORD MAY TRANSACTIONS	0.00		
				<u>6,959.91</u>	<u>6,959.91</u>
					<u>6,959.91</u>

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**Shoreline Foundation, Inc.**  
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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	904 Insurance-Work Compensation				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	98,259.00		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		35,743.00	
				58,219.00	
				<u>93,962.00</u>	<u>192,221.00</u>
	905 Insurance-Health				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	53,745.52		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		24,224.26	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		19,009.56	
				19,398.72	
				<u>62,632.54</u>	<u>116,378.06</u>
	906 Insurance-Dental				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	4,228.65		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		1,456.68	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		1,030.76	
				(2,489.39)	
				<u>(1.95)</u>	<u>4,226.70</u>
	907 Insurance-Liability				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	97,091.17		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		27,405.59	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(3,840.00)	
				59,869.18	
				<u>83,434.77</u>	<u>180,525.94</u>
	908 Insurance-Auto				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	29,561.77		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		8,679.92	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		8,679.92	
				8,679.92	
				<u>26,039.76</u>	<u>55,601.53</u>
	909 Payroll-Administration				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	470,210.99		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		144,700.52	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		182,798.38	
				124,652.10	
				<u>452,151.00</u>	<u>922,361.99</u>
	910 Licenses/Bond Fees				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	2,195.55		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		8,708.28	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		4,139.08	
				8.08	
				<u>12,855.44</u>	<u>15,050.99</u>
	911 Utilities				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	4,013.38		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		1,335.68	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		1,456.98	
				1,576.89	
				<u>4,369.55</u>	<u>8,382.93</u>
	918 Office Expense				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	55,160.47		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		18,531.26	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		17,195.64	
				2,416.96	
				<u>38,143.86</u>	<u>93,304.33</u>

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	919 Officer Salaries				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	196,788.00		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		63,480.00	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		71,268.45	
				31,153.80	
				165,902.25	
					<u>362,690.25</u>
	920 Permit/Application Fee				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	703.35		
				960.00	
				960.00	
					<u>1,663.35</u>
	921 Late Charges		5.00		
				0.00	
					<u>5.00</u>
	923 Holiday/Bonus Pay				
06/30/09	JE60903	RECORD MAY TRANSACTIONS	144.00		
				136.80	
				136.80	
					<u>280.80</u>
	924 Postage and Freight				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	4,000.41		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		1,023.69	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		1,599.01	
				1,394.99	
				4,017.69	
					<u>8,018.10</u>
	925 Professional Fees				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	64,946.64		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		22,236.91	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		14,716.50	
				13,587.80	
				50,541.21	
					<u>115,487.85</u>
	926 Pension Expense (401k)				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	28,398.82		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		5,058.06	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		3,714.62	
				5,307.58	
				14,080.26	
					<u>42,479.08</u>
	929 Repairs and Maintenance				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	5,178.77		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		3,528.24	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(5,866.69)	
				783.53	
				(1,554.92)	
					<u>3,623.85</u>
	931 Miscellaneous Yard Supply				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	29,568.76		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		5,362.06	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		6,746.21	
				5,104.52	
				17,212.79	
					<u>46,781.55</u>
	937 Small Tools				
06/30/09	JE60901	RECORD APRIL TRANSACTIONS	2,625.89		
06/30/09	JE60903	RECORD MAY TRANSACTIONS		68.85	
06/30/09	JE60904	RECORD JUNE TRANSACTIONS		(1,107.15)	
				237.42	

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Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
		952 Miscellaneous Income (cont.)			
				<u>(147.23)</u>	<u>(147.23)</u>
Current Profit/(Loss)	<u>756,223.74</u>	YTD Profit/(Loss)	<u>617,447.63</u>		
Number of Transactions	244			The General Ledger is in balance	<u>0.00</u>

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**Transaction Listing**

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Date	Reference	T	Account	Description	Amount	Reference Total
06/30/09	JE60901		102	RECORD APRIL TRANSACTIONS	45,998.26	
06/30/09	JE60901		103	RECORD APRIL TRANSACTIONS	94,925.78	
06/30/09	JE60901		106	RECORD APRIL TRANSACTIONS	(294,574.09)	
06/30/09	JE60901		109	RECORD APRIL TRANSACTIONS	2.93	
06/30/09	JE60901		114	RECORD APRIL TRANSACTIONS	(213,269.55)	
06/30/09	JE60901		115	RECORD APRIL TRANSACTIONS	101,966.37	
06/30/09	JE60901		125	RECORD APRIL TRANSACTIONS	45.29	
06/30/09	JE60901		252	4/09 PUSH BOAT PULLEY Z002	271,720.00	
06/30/09	JE60901		256	RECORD APRIL TRANSACTIONS	(100,000.00)	
06/30/09	JE60901		280	RECORD APRIL TRANSACTIONS	(61,488.75)	
06/30/09	JE60901		403	RECORD APRIL TRANSACTIONS	(85,312.70)	
06/30/09	JE60901		404	RECORD APRIL TRANSACTIONS	(40,379.11)	
06/30/09	JE60901		404	RECORD APRIL TRANSACTIONS	(40,379.11)	
06/30/09	JE60901		404	RECORD APRIL TRANSACTIONS	143,392.92	
06/30/09	JE60901		408	RECORD APRIL TRANSACTIONS	(65,363.29)	
06/30/09	JE60901		409	RECORD APRIL TRANSACTIONS	5,432.97	
06/30/09	JE60901		410	RECORD APRIL TRANSACTIONS	19,627.42	
06/30/09	JE60901		412	RECORD APRIL TRANSACTIONS	2,179.86	
06/30/09	JE60901		515	RECORD APRIL TRANSACTIONS	1,000.38	
06/30/09	JE60901		561	RECORD APRIL TRANSACTIONS	3,944.68	
06/30/09	JE60901		602	RECORD APRIL TRANSACTIONS	59,079.00	
06/30/09	JE60901		701	RECORD APRIL TRANSACTIONS	(2,130,865.11)	
06/30/09	JE60901		703	RECORD APRIL TRANSACTIONS	460,687.46	
06/30/09	JE60901		704	RECORD APRIL TRANSACTIONS	368.74	
06/30/09	JE60901		706	RECORD APRIL TRANSACTIONS	736,522.73	
06/30/09	JE60901		708	RECORD APRIL TRANSACTIONS	125,557.62	
06/30/09	JE60901		709	RECORD APRIL TRANSACTIONS	264.00	
06/30/09	JE60901		711	RECORD APRIL TRANSACTIONS	320,445.91	
06/30/09	JE60901		712	RECORD APRIL TRANSACTIONS	26,349.74	
06/30/09	JE60901		713	RECORD APRIL TRANSACTIONS	137.46	
06/30/09	JE60901		718	RECORD APRIL TRANSACTIONS	65,453.76	
06/30/09	JE60901		719	RECORD APRIL TRANSACTIONS	31,991.33	
06/30/09	JE60901		720	RECORD APRIL TRANSACTIONS	598.91	
06/30/09	JE60901		721	RECORD APRIL TRANSACTIONS	6,365.27	
06/30/09	JE60901		722	RECORD APRIL TRANSACTIONS	(35,466.05)	
06/30/09	JE60901		723	RECORD APRIL TRANSACTIONS	21,062.54	
06/30/09	JE60901		725	RECORD APRIL TRANSACTIONS	1,062.53	
06/30/09	JE60901		726	RECORD APRIL TRANSACTIONS	5,585.81	
06/30/09	JE60901		730	RECORD APRIL TRANSACTIONS	6,799.68	
06/30/09	JE60901		736	RECORD APRIL TRANSACTIONS	439.18	
06/30/09	JE60901		745	RECORD APRIL TRANSACTIONS	16,226.28	
06/30/09	JE60901		746	RECORD APRIL TRANSACTIONS	1,528.84	
06/30/09	JE60901		755	RECORD APRIL TRANSACTIONS	784.68	
06/30/09	JE60901		859	RECORD APRIL TRANSACTIONS	14,901.64	
06/30/09	JE60901		861	RECORD APRIL TRANSACTIONS	1,140.36	
06/30/09	JE60901		878	RECORD APRIL TRANSACTIONS	498.20	
06/30/09	JE60901		880	RECORD APRIL TRANSACTIONS	61,488.75	
06/30/09	JE60901		882	RECORD APRIL TRANSACTIONS	96.00	
06/30/09	JE60901		887	RECORD APRIL TRANSACTIONS	472.36	
06/30/09	JE60901		890	RECORD APRIL TRANSACTIONS	15,583.28	
06/30/09	JE60901		904	RECORD APRIL TRANSACTIONS	10,717.74	
06/30/09	JE60901		905	RECORD APRIL TRANSACTIONS	35,743.00	
06/30/09	JE60901		906	RECORD APRIL TRANSACTIONS	24,224.26	
06/30/09	JE60901		907	RECORD APRIL TRANSACTIONS	1,456.68	
06/30/09	JE60901		908	RECORD APRIL TRANSACTIONS	27,405.59	
06/30/09	JE60901		909	RECORD APRIL TRANSACTIONS	8,679.92	
06/30/09	JE60901		910	RECORD APRIL TRANSACTIONS	144,700.52	
06/30/09	JE60901		911	RECORD APRIL TRANSACTIONS	8,708.28	
06/30/09	JE60901		918	RECORD APRIL TRANSACTIONS	1,335.68	
06/30/09	JE60901		919	RECORD APRIL TRANSACTIONS	18,531.26	
06/30/09	JE60901		920	RECORD APRIL TRANSACTIONS	63,480.00	
06/30/09	JE60901		924	RECORD APRIL TRANSACTIONS	960.00	
					1,023.69	

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**Shoreline Foundation, Inc.**  
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Date	Reference	T	Account	Description	Amount	Reference Total
06/30/09	JE60901		925	RECORD APRIL TRANSACTIONS	22,236.91	
06/30/09	JE60901		926	RECORD APRIL TRANSACTIONS	5,058.06	
06/30/09	JE60901		929	RECORD APRIL TRANSACTIONS	3,528.24	
06/30/09	JE60901		931	RECORD APRIL TRANSACTIONS	5,362.06	
06/30/09	JE60901		937	RECORD APRIL TRANSACTIONS	68.85	
06/30/09	JE60901		938	RECORD APRIL TRANSACTIONS	4,098.36	
06/30/09	JE60901		941	RECORD APRIL TRANSACTIONS	7,796.47	
06/30/09	JE60901		942	RECORD APRIL TRANSACTIONS	1,542.08	
06/30/09	JE60901		946	RECORD APRIL TRANSACTIONS	1,214.94	
06/30/09	JE60901		947	RECORD APRIL TRANSACTIONS	(758.92)	
06/30/09	JE60901		948	RECORD APRIL TRANSACTIONS	595.20	
06/30/09	JE60901		951	RECORD APRIL TRANSACTIONS	(520.03)	
06/30/09	JE60901		952	RECORD APRIL TRANSACTIONS	(1,820.00)	
06/30/09	JE60902		403	CORRECT APRIL	0.03	
06/30/09	JE60902		602	CORRECT APRIL	0.27	
06/30/09	JE60902		602	CORRECT APRIL	(0.27)	
06/30/09	JE60902		701	CORRECT APRIL	(0.16)	
06/30/09	JE60902		704	CORRECT APRIL	0.50	
06/30/09	JE60902		713	CORRECT APRIL	(0.64)	
06/30/09	JE60902		722	CORRECT APRIL	0.40	
06/30/09	JE60902		890	CORRECT APRIL	(0.13)	
06/30/09	JE60903		102	RECORD MAY TRANSACTIONS	(28,000.17)	
06/30/09	JE60903		103	RECORD MAY TRANSACTIONS	(84,671.37)	
06/30/09	JE60903		106	RECORD MAY TRANSACTIONS	145,336.75	
06/30/09	JE60903		109	RECORD MAY TRANSACTIONS	3.02	
06/30/09	JE60903		114	RECORD MAY TRANSACTIONS	194,925.10	
06/30/09	JE60903		115	RECORD MAY TRANSACTIONS	696,446.61	
06/30/09	JE60903		125	RECORD MAY TRANSACTIONS	(96.23)	
06/30/09	JE60903		257	5/09 FORD F250 Z005 F4	32,677.86	
06/30/09	JE60903		280	RECORD MAY TRANSACTIONS	(62,033.39)	
06/30/09	JE60903		403	RECORD MAY TRANSACTIONS	(173,614.21)	
06/30/09	JE60903		404	RECORD MAY TRANSACTIONS	(43,107.40)	
06/30/09	JE60903		404	RECORD MAY TRANSACTIONS	(43,107.40)	
06/30/09	JE60903		404	RECORD MAY TRANSACTIONS	(66,506.55)	
06/30/09	JE60903		404	RECORD MAY TRANSACTIONS	102,418.48	
06/30/09	JE60903		408	RECORD MAY TRANSACTIONS	(351.99)	
06/30/09	JE60903		409	RECORD MAY TRANSACTIONS	(1,271.55)	
06/30/09	JE60903		410	RECORD MAY TRANSACTIONS	(1,593.67)	
06/30/09	JE60903		412	RECORD MAY TRANSACTIONS	(761.97)	
06/30/09	JE60903		515	RECORD MAY TRANSACTIONS	3,944.68	
06/30/09	JE60903		602	RECORD MAY TRANSACTIONS	(2,831,161.65)	
06/30/09	JE60903		701	RECORD MAY TRANSACTIONS	507,426.18	
06/30/09	JE60903		703	RECORD MAY TRANSACTIONS	475.56	
06/30/09	JE60903		704	RECORD MAY TRANSACTIONS	435,284.62	
06/30/09	JE60903		706	RECORD MAY TRANSACTIONS	216,461.94	
06/30/09	JE60903		707	RECORD MAY TRANSACTIONS	874.54	
06/30/09	JE60903		708	RECORD MAY TRANSACTIONS	120.00	
06/30/09	JE60903		709	RECORD MAY TRANSACTIONS	338,948.37	
06/30/09	JE60903		711	RECORD MAY TRANSACTIONS	26,636.49	
06/30/09	JE60903		712	RECORD MAY TRANSACTIONS	45.82	
06/30/09	JE60903		713	RECORD MAY TRANSACTIONS	34,964.59	
06/30/09	JE60903		718	RECORD MAY TRANSACTIONS	34,649.79	
06/30/09	JE60903		719	RECORD MAY TRANSACTIONS	636.95	
06/30/09	JE60903		720	RECORD MAY TRANSACTIONS	8,465.41	
06/30/09	JE60903		721	RECORD MAY TRANSACTIONS	(38,598.43)	
06/30/09	JE60903		722	RECORD MAY TRANSACTIONS	9,901.17	
06/30/09	JE60903		723	RECORD MAY TRANSACTIONS	902.54	
06/30/09	JE60903		724	RECORD MAY TRANSACTIONS	90.00	
06/30/09	JE60903		725	RECORD MAY TRANSACTIONS	5,243.19	
06/30/09	JE60903		726	RECORD MAY TRANSACTIONS	4,075.12	
06/30/09	JE60903		735	RECORD MAY TRANSACTIONS	9,667.44	

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**Shoreline Foundation, Inc.**  
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Date	Reference	T	Account	Description	Amount	Reference Total
06/30/09	JE60903		736	RECORD MAY TRANSACTIONS	11,858.91	
06/30/09	JE60903		745	RECORD MAY TRANSACTIONS	1,602.30	
06/30/09	JE60903		746	RECORD MAY TRANSACTIONS	1,562.68	
06/30/09	JE60903		755	RECORD MAY TRANSACTIONS	14,570.44	
06/30/09	JE60903		854	RECORD MAY TRANSACTIONS	308.00	
06/30/09	JE60903		859	RECORD MAY TRANSACTIONS	34,604.78	
06/30/09	JE60903		861	RECORD MAY TRANSACTIONS	498.20	
06/30/09	JE60903		878	RECORD MAY TRANSACTIONS	62,033.39	
06/30/09	JE60903		880	RECORD MAY TRANSACTIONS	2,131.00	
06/30/09	JE60903		882	RECORD MAY TRANSACTIONS	1,178.64	
06/30/09	JE60903		887	RECORD MAY TRANSACTIONS	17,254.13	
06/30/09	JE60903		890	RECORD MAY TRANSACTIONS	20,762.84	
06/30/09	JE60903		903	RECORD MAY TRANSACTIONS	6,959.91	
06/30/09	JE60903		904	RECORD MAY TRANSACTIONS	58,219.00	
06/30/09	JE60903		905	RECORD MAY TRANSACTIONS	19,009.56	
06/30/09	JE60903		906	RECORD MAY TRANSACTIONS	1,030.76	
06/30/09	JE60903		907	RECORD MAY TRANSACTIONS	(3,840.00)	
06/30/09	JE60903		908	RECORD MAY TRANSACTIONS	8,679.92	
06/30/09	JE60903		909	RECORD MAY TRANSACTIONS	182,798.38	
06/30/09	JE60903		910	RECORD MAY TRANSACTIONS	4,139.08	
06/30/09	JE60903		911	RECORD MAY TRANSACTIONS	1,456.98	
06/30/09	JE60903		918	RECORD MAY TRANSACTIONS	17,195.64	
06/30/09	JE60903		919	RECORD MAY TRANSACTIONS	71,268.45	
06/30/09	JE60903		923	RECORD MAY TRANSACTIONS	136.80	
06/30/09	JE60903		924	RECORD MAY TRANSACTIONS	1,599.01	
06/30/09	JE60903		925	RECORD MAY TRANSACTIONS	14,716.50	
06/30/09	JE60903		926	RECORD MAY TRANSACTIONS	3,714.62	
06/30/09	JE60903		929	RECORD MAY TRANSACTIONS	(5,866.69)	
06/30/09	JE60903		931	RECORD MAY TRANSACTIONS	6,746.21	
06/30/09	JE60903		937	RECORD MAY TRANSACTIONS	(1,107.15)	
06/30/09	JE60903		938	RECORD MAY TRANSACTIONS	118.72	
06/30/09	JE60903		940	RECORD MAY TRANSACTIONS	342.00	
06/30/09	JE60903		941	RECORD MAY TRANSACTIONS	5,164.09	
06/30/09	JE60903		942	RECORD MAY TRANSACTIONS	3,787.47	
06/30/09	JE60903		947	RECORD MAY TRANSACTIONS	(871.82)	
06/30/09	JE60903		948	RECORD MAY TRANSACTIONS	596.74	
06/30/09	JE60903		951	RECORD MAY TRANSACTIONS	(105.73)	
06/30/09	JE60904		102	RECORD JUNE TRANSACTIONS	(28,921.34)	
06/30/09	JE60904		103	RECORD JUNE TRANSACTIONS	(2,073.91)	
06/30/09	JE60904		106	RECORD JUNE TRANSACTIONS	321,145.35	
06/30/09	JE60904		109	RECORD JUNE TRANSACTIONS	2.93	
06/30/09	JE60904		114	RECORD JUNE TRANSACTIONS	(102,275.47)	
06/30/09	JE60904		115	RECORD JUNE TRANSACTIONS	1,162,386.36	
06/30/09	JE60904		121	RECORD JUNE TRANSACTIONS	62,346.00	
06/30/09	JE60904		257	6/09 LAND ROVER L3 05 ZOOS	18,039.90	
06/30/09	JE60904		280	RECORD JUNE TRANSACTIONS	(62,334.12)	
06/30/09	JE60904		403	RECORD JUNE TRANSACTIONS	(1,195,309.29)	
06/30/09	JE60904		404	RECORD JUNE TRANSACTIONS	(29,488.02)	
06/30/09	JE60904		404	RECORD JUNE TRANSACTIONS	(29,488.02)	
06/30/09	JE60904		404	RECORD JUNE TRANSACTIONS	128,902.00	
06/30/09	JE60904		408	RECORD JUNE TRANSACTIONS	(41,223.39)	
06/30/09	JE60904		409	RECORD JUNE TRANSACTIONS	(197.53)	
06/30/09	JE60904		410	RECORD JUNE TRANSACTIONS	(713.64)	
06/30/09	JE60904		412	RECORD JUNE TRANSACTIONS	(4,909.24)	
06/30/09	JE60904		515	RECORD JUNE TRANSACTIONS	(57.37)	
06/30/09	JE60904		602	RECORD JUNE TRANSACTIONS	3,944.68	
06/30/09	JE60904		614	RECORD JUNE TRANSACTIONS	(3,532,436.94)	
06/30/09	JE60904		701	RECORD JUNE TRANSACTIONS	(62,346.00)	
06/30/09	JE60904		703	RECORD JUNE TRANSACTIONS	1,906,864.17	
06/30/09	JE60904		704	RECORD JUNE TRANSACTIONS	1,160.37	
06/30/09	JE60904		706	RECORD JUNE TRANSACTIONS	500,360.84	
					204,688.02	

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**Shoreline Foundation, Inc.**  
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Date	Reference	T	Account	Description	Amount	Reference Total
06/30/09	JE60904		708	RECORD JUNE TRANSACTIONS	132.00	
06/30/09	JE60904		709	RECORD JUNE TRANSACTIONS	257,804.57	
06/30/09	JE60904		711	RECORD JUNE TRANSACTIONS	19,918.60	
06/30/09	JE60904		712	RECORD JUNE TRANSACTIONS	45.82	
06/30/09	JE60904		713	RECORD JUNE TRANSACTIONS	56,539.63	
06/30/09	JE60904		718	RECORD JUNE TRANSACTIONS	26,603.84	
06/30/09	JE60904		719	RECORD JUNE TRANSACTIONS	638.98	
06/30/09	JE60904		720	RECORD JUNE TRANSACTIONS	10,933.12	
06/30/09	JE60904		721	RECORD JUNE TRANSACTIONS	(29,168.82)	
06/30/09	JE60904		722	RECORD JUNE TRANSACTIONS	22,153.58	
06/30/09	JE60904		725	RECORD JUNE TRANSACTIONS	14,379.40	
06/30/09	JE60904		726	RECORD JUNE TRANSACTIONS	4,415.09	
06/30/09	JE60904		728	RECORD JUNE TRANSACTIONS	3,064.34	
06/30/09	JE60904		736	RECORD JUNE TRANSACTIONS	12,146.65	
06/30/09	JE60904		745	RECORD JUNE TRANSACTIONS	884.18	
06/30/09	JE60904		746	RECORD JUNE TRANSACTIONS	489.67	
06/30/09	JE60904		750	RECORD JUNE TRANSACTIONS	28.34	
06/30/09	JE60904		755	RECORD JUNE TRANSACTIONS	10,419.02	
06/30/09	JE60904		859	RECORD JUNE TRANSACTIONS	496.31	
06/30/09	JE60904		861	RECORD JUNE TRANSACTIONS	498.20	
06/30/09	JE60904		870	RECORD JUNE TRANSACTIONS	1,000.00	
06/30/09	JE60904		878	RECORD JUNE TRANSACTIONS	62,334.12	
06/30/09	JE60904		880	RECORD JUNE TRANSACTIONS	1,276.24	
06/30/09	JE60904		882	RECORD JUNE TRANSACTIONS	39.00	
06/30/09	JE60904		887	RECORD JUNE TRANSACTIONS	9,622.10	
06/30/09	JE60904		890	RECORD JUNE TRANSACTIONS	13,233.92	
06/30/09	JE60904		905	RECORD JUNE TRANSACTIONS	19,398.72	
06/30/09	JE60904		906	RECORD JUNE TRANSACTIONS	(2,489.39)	
06/30/09	JE60904		907	RECORD JUNE TRANSACTIONS	59,869.18	
06/30/09	JE60904		908	RECORD JUNE TRANSACTIONS	8,679.92	
06/30/09	JE60904		909	RECORD JUNE TRANSACTIONS	124,652.10	
06/30/09	JE60904		910	RECORD JUNE TRANSACTIONS	8.08	
06/30/09	JE60904		911	RECORD JUNE TRANSACTIONS	1,576.89	
06/30/09	JE60904		918	RECORD JUNE TRANSACTIONS	2,416.96	
06/30/09	JE60904		919	RECORD JUNE TRANSACTIONS	31,153.80	
06/30/09	JE60904		924	RECORD JUNE TRANSACTIONS	1,394.99	
06/30/09	JE60904		925	RECORD JUNE TRANSACTIONS	13,587.80	
06/30/09	JE60904		926	RECORD JUNE TRANSACTIONS	5,307.58	
06/30/09	JE60904		929	RECORD JUNE TRANSACTIONS	783.53	
06/30/09	JE60904		931	RECORD JUNE TRANSACTIONS	5,104.52	
06/30/09	JE60904		937	RECORD JUNE TRANSACTIONS	237.42	
06/30/09	JE60904		938	RECORD JUNE TRANSACTIONS	367.75	
06/30/09	JE60904		940	RECORD JUNE TRANSACTIONS	75.00	
06/30/09	JE60904		941	RECORD JUNE TRANSACTIONS	4,256.01	
06/30/09	JE60904		942	RECORD JUNE TRANSACTIONS	4,057.61	
06/30/09	JE60904		947	RECORD JUNE TRANSACTIONS	(700.67)	
06/30/09	JE60904		948	RECORD JUNE TRANSACTIONS	598.12	
06/30/09	JE60904		951	RECORD JUNE TRANSACTIONS	(2.93)	
06/30/09	JE60904		952	RECORD JUNE TRANSACTIONS	1,672.77	
06/30/09	JE60905		602	RECLASS	(62,346.00)	
06/30/09	JE60905		614	RECLASS	62,346.00	
06/30/09	JE60906		121	RECORD COSTS/BILLINGS	(843,297.00)	
06/30/09	JE60906		121	RECORD COSTS/BILLINGS	1,823,212.00	
06/30/09	JE60906		418	RECORD COSTS/BILLINGS	2,145,387.00	
06/30/09	JE60906		418	RECORD COSTS/BILLINGS	(3,121,773.00)	
06/30/09	JE60906		602	RECORD COSTS/BILLINGS	(3,529.00)	
06/30/09	JE60907		404	RECLASS P/R TAX PYMT	33,732.97	
06/30/09	JE60907		859	RECLASS P/R TAX PYMT	(33,732.97)	

Transaction Balance

0.00

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**Shoreline Foundation, Inc.**  
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Date	Reference	T	Account	Description	Amount	Reference Total
Total Debits				<u>15,645,679.34</u>	Total Credits	<u>15,645,679.34</u>
Number of Transactions					A/C Hash Total	<u>165911.000</u>

# **Exhibit “G”**

## **Company Core Business**

## Firm History

Shoreline Foundation Inc's mission statement "***To provide our clients with the benefits of our knowledge, experience and installation methods to deliver a quality product on time and within budget***".

Shoreline Foundation, Inc. was incorporated in 1986 and focused on marine construction activities. In 1989, the company expanded and focused on performing three core areas of expertise. These areas were grouped into the following segments, roads division, auger division and marine division. Whereas, each of these divisions would focus on a specific target market and concentrate its efforts on developing sizeable market share for that division. The divisions are more clearly defined as follows.

- Marine division;** Marina construction, seawall construction, maintenance dredging, canal excavation, mangrove planter creation and wetland restoration
- Roads division;** Temporary and Permanent sheeting, shoring, bridge construction, foundation piling and pin pilings.
- Auger division;** Auger cast pile installation and their testing

The aforementioned summation of our firm's history is meant as an overview of our core work. Please visit our website at [www.shorelinefoundation.com](http://www.shorelinefoundation.com) for a more detailed look at our staff and completed Projects.

# **Exhibit “H”**

## **References**

## **REFERENCES**

1. Edgar Lugo; Miami-Dade Parks & Recreation; 275 NW 2<sup>nd</sup> Avenue, Miami, FL 33128;  
(305) 755-7850 – Haulover Park Marina
2. Sandra Vega; City of Miami Capital Improvements; 444 SW 2<sup>nd</sup> Avenue, Miami, FL 33130;  
(305) 416-1280 – Bicentennial Park Phases I-IV
3. Tom Lepore; Town of Jupiter; 210 Military Trail, Jupiter, FL 33458; (561) 741-2680 –  
Riverwalk Lagoon Pedestrian Bridge