

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

BID

To: The City of Key West

Address: 3126 Flagler Street, Key West, Florida 33041

Project Title: REPLACE FENCING AT CLAYTON STERLING COMPLEX
ITB # 024-16

Bidder's contact person for additional information on this BID:

Company Name: U.S. FENCE & GATE, INC.
Contact Name & Telephone #: JOSH KALENA, PROJECT MANAGER 337-802-1661
Email Address: josh@usfenceandgateinc.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

TOTAL LUMP SUM BASE BID:

1 LS ITB# 024-16, REPLACE FENCING AT CLAYTON STERLING COMPLEX FIELD A

\$ 19,400.⁰⁰

NINETEEN THOUSAND FOUR HUNDRED Dollars & 00/100 Cents
(amount written in words)

2 LS ITB# 024-16, REPLACE FENCING AT CLAYTON STERLING COMPLEX FIELD B

\$ 9,500.⁰⁰

NINE THOUSAND FIVE HUNDRED Dollars & 00/100 Cents
(amount written in words)

3 LS ITB# 024-16, REPLACE FENCING AT CLAYTON STERLING COMPLEX FIELD C

\$ 11,700.⁰⁰

ELEVEN THOUSAND SEVE HUNDRED Dollars & 00/100 Cents
(amount written in words)

4 LS ITB# 024-16, REPLACE FENCING AT CLAYTON STERLING COMPLEX FIELD D

\$ 13,800.⁰⁰

THIRTEEN THOUSAND EIGHT HUNDRED Dollars & 00/100 Cents
(amount written in words)

5 LS ITB# 024-16, REPLACE FENCING AT CLAYTON STERLING COMPLEX HITTING STATIONS

\$ 2,600.⁰⁰

TWO THOUSAND SIX HUNDRED Dollars & 00/100 Cents
(amount written in words)

GRAND LUMP SUM TOTAL OF ITEMS 1, 2, 3, 4 AND 5

\$ 57,000⁰⁰

FIFTY SEVEN THOUSAND Dollars & 00 Cents
(amount written in words)

The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values is not included in Bid package.

NOTE: THE TOTAL LUMP SUM BASE BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

U.S. FENCE & GATE, INC. TO SELF
Perform 100% of Contract Amount



U.S. FENCE
& GATE, INC.
P.O. Box 1926
Lake Charles, Louisiana 70602

PROPOSAL

1

Ph. (337) 433-5000 Fax (337) 433-5050

TO: CITY OF KEY WEST
3126 FLAGLER ST
CITY CLERK
KEY WEST FL 33040

PHONE 305-809-3831	DATE 6/7/2016
JOB NAME - LOCATION SCHEDULE OF VALUES REPLACE FENCING AT CLAYTON STERLING COMPLEX	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

SCHEDULE OF VALUES

915' replace fabric and ties for 4' tall galvanized chain link fence - \$ 10,500.00
380' replace fabric and ties for 6' tall galvanized chain link fence - \$ 5,600.00
1,455' replace fabric and ties for 8' tall galvanized chain link fence - \$ 23,900.00
1,790' add 1 5/8" o. d. sch 40 bottom rail to existing fence - \$ 14,400.00
32' Hitting Station 8' tall in place - \$ 1,600.00
20' Hitting Station 8' tall in place - \$ 1,000.00
Fence work as per contract documents for ITB - # 024-16

We Propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of
Fifty Seven Thousand and 00/100 Dollars

dollars (\$

57,000.00

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Authorized
Signature

Josh Kalena

JOSH KALENA, PROJECT MANAGER

Note: This proposal may be
withdrawn by us if not accepted within

days

Signature _____

Signature _____



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

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

Business Name HINDS DAVID CtlNbr:0023842
Location Addr 222 BUNKER RD
Lic NBR/Class 17-00029372 COMPETENCY CARD
Issue Date: July 29, 2015 Expiration Date: September 30, 2017
License Fee \$30.00
Add. Charges \$0.00
Penalty \$0.00
Total \$30.00
Comments: ~~17-00029372~~ #3578

HINDS DAVID
222 BUNKER RD

LAKE CHARLES LA 70615

Order: KEYWLD Type: OC Drawer: 1
Date: 7/31/15 56 Receipt no: 31550
OR 2017 29372 LIC OCCUPATIONAL RENEWAL
Trans-number: 1.00 \$30.00
CK CHECK 46767 3060036 \$30.00
Trans date: 7/31/15 Time: 15:20:10

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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



Business Name U.S. FENCE & GATE, INC. CtlNbr:0022021
Location Addr 222 BUNKER RD
Lic NBR/Class 16-00027154 CONTRACTOR - SPEC FENCING
Issue Date: July 29, 2015 Expiration Date: September 30, 2016
License Fee \$103.00
Add. Charges \$0.00
Penalty \$0.00
Total \$103.00

Comments:

Oper: KTYWBLD Type: OC Drawer: 1
Date: 8/04/15 56 Receipt no: 32024
2016 27154

This document must be prominently displayed.

U.S. FENCE & GATE, INC. 1.00 \$103.00
CK CHECK 46766 \$103.00

U.S. FENCE & GATE, INC.
222 BUNKER RD

Trans date: 8/04/15 Time: 14:18:28

LAKE CHARLES LA 70615

State of Florida

Department of State

I certify from the records of this office that U. S. FENCE & GATE, INC. is a Louisiana corporation authorized to transact business in the State of Florida, qualified on May 28, 2002.

The document number of this corporation is F02000002751.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on February 25, 2015, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of August,
2015*



Ken Detjen
Secretary of State

Tracking Number: CU4025327276

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

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

CERTIFICATES OF INSURANCE

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

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Contractors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractors or subcontractors general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 60 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. N/A, -,
-, -, -, -, -, -, -, -,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are
hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s)
includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

No SUBS NEEDED
Name

Street n/a, City n/a, State n/a, Zip n/a

Name

Street n/a, City , State , Zip

Name

Street n/a, City , State , Zip

Name

Street n/a, City , State , Zip

SURETY

WESTERN SURETY COMPANY whose address is
101 SOUTH PHILLIPS AVE, SIOUX FALLS, SD, 57104
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

U.S. FENCE & GATE, INC. doing business at
222 BUNKER RD. LAKE CHARLES LA. 70615
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

DAVID HINDS - PRESIDENT AND 100% SHAREHOLDER

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 21 day of 11 2016.

W/A
Signature of Bidder

W/A
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17th day of JUNE 2016.

(SEAL)

U.S. FENCE & GATE, Inc.
Name of Corporation

By [Signature]
Title PRESIDENT
Attest [Signature]
Secretary

**ARTICLES OF INCORPORATION
OF
U.S. FENCE & GATE, INC.**

The undersigned, acting pursuant to the Business Corporation Law of Louisiana,
adopts the following Articles of Incorporation.

STATE OF LOUISIANA

Notary Public
I hereby certify that this is a true
and correct copy, as taken from the
original on file in this office.

**ARTICLE I
Name**

The name of the corporation is: **U.S. FENCE & GATE, INC.**

Fox McKeithen
Secretary of State

**ARTICLE II
Purpose**

DEC 04 '95

The purpose of the corporation is to engage in any lawful activity for which corporations may be formed under the Louisiana Business Corporation Law and to the extent not prohibited thereby, to enter upon and engage in any kind of activity of any nature whatsoever in any other state, nation, territory or country to the extent permitted by the laws of such other state, nation, territory or country.

**ARTICLE III
Capital**

This corporation has authority to issue an aggregate of 2000 shares of capital stock, all of which are designated common stock having no par value per share.

**ARTICLE IV
Incorporator**

The name and post office address of each Incorporator is:

**DAVID R. HINDS
510 Ann Street
Lake Charles, LA 70601**

ARTICLE V

Reversion

Cash, property or share dividends, shares issuable to shareholders in connection with a reclassification of stock, and the redemption price of redeemed shares, which are not claimed by the shareholders entitled thereto within one year after the dividend or redemption price became payable or the shares became issuable, despite reasonable efforts by the corporation to pay the dividend or redemption price or deliver the certificates for the shares to such shareholders within such time, shall, at the expiration of such time, revert in full ownership to the corporation, and the corporation's obligation to pay such dividend or redemption price or issue such shares, as the case may be, shall thereupon cease; provided that the board of directors may, at any time, for any reason satisfactory to it, but need not, authorize (a) payment of the amount of any cash or property dividend or redemption price, or (b) issuance of any shares, ownership of which has reverted to the corporation pursuant to this Article, to the entity who or which would be entitled thereto had such reversion not occurred.

ARTICLE VI

Directors

Any director absent from a meeting of the Board of Directors or any committee thereof may be represented by proxy by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of the absent director.

**ARTICLE VII
Preemptive Rights**

Shareholders shall have preemptive rights.

**ARTICLE VIII
Non-Unanimous Written Shareholder Consent**

Unless otherwise prohibited or limited by law, or other provisions of these articles, any action of this corporation may be authorized by written consent of two-thirds (2/3) of all shareholders without the necessity of a shareholders' meeting.

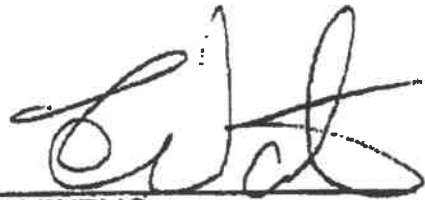
DATE: December 1, 1995


DAVID R. HINDS, Incorporator

STATE OF LOUISIANA
PARISH OF CALCASIEU

ACKNOWLEDGMENT

On this 1st day of December, 1995, BEFORE ME, personally appeared
DAVID R. HINDS, to me known to be the person described in and who executed the
foregoing Articles of Incorporation of U.S. FENCE & GATE, INC., and acknowledged
that he executed it as his free act and deed.



NOTARY PUBLIC

INITIAL REPORT BY DOMESTIC CORPORATION

STATE OF LOUISIANA

PARISH OF CALCASIEU

**TO: Secretary of State
Baton Rouge, Louisiana**

Complying with R.S. 1950, 12:101, U.S. FENCE & GATE, INC. hereby makes its initial report as follows:

Location and Post Office address of its Registered Office:

**510 Ann Street
Lake Charles, LA 70601**

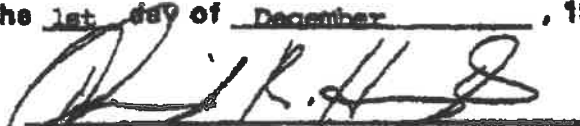
Name and Post Office address of each of its Registered Agents:

**JAMES A. WATSON
RODDY & WATSON
400 E. College
Lake Charles, LA 70605**

Name and Addresses of the First Directors:

**David R. Hinds
510 Ann Street
Lake Charles, LA 70601**

DATED at Lake Charles, Louisiana, on the 1st day of December, 1995.


DAVID R. HINDS, Incorporator



Jox McKeithen
SECRETARY OF STATE

In testimony whereof, I do hereby Certify that
a copy of the Articles of Incorporation and Initial Report
of

U.S. FENCE & GATE, INC.

Domiciled at Lake Charles, Louisiana, Parish of Calcasieu,
A corporation organized under the provisions of R.S. 1950,
Title 12, Chapter 1, as amended,

By Act executed on December 1, 1995, and acknowledged on
December 1, 1995, the date when corporate existence began,

Was filed and recorded in this office on December 4, 1995,
in the Record of Charters Book 345,

And all fees having been paid as required by law, the
corporation is authorized to transact business in this
State, subject to the restrictions imposed by law, including
the provisions of R. S. 1950, Title 12, Chapter 1, as
amended.

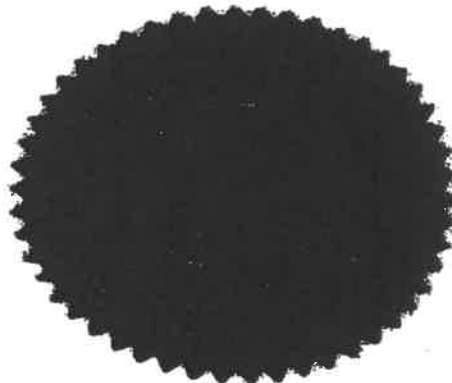
In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,

December 4, 1995

Jox McKeithen

ABA

Secretary of State



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

* PLEASE SEE ATTACHED PAST PERFORMANCE *
AND EMPLOYEE EXPERIENCE

U. S. Fence & Gate, Inc.

P.O. Box 1926
Lake Charles, Louisiana 70602

Employee Experience

David Hinds, Sr.: President of U.S. Fence & Gate, Inc.

34 years of Commercial Fence Installation and Owner of U.S. Fence & Gate, Inc, and Vice President of A-1 American Fence, Orange, Texas.

Roger Dyson: Project Manager

18 Years Fence Construction Experience Infield and as Project Manager

David Hinds Jr.: Project Manager

10 Years Fence Construction Experience. B.S. Construction Science –Texas A&M University

Josh Kalena: Project Manager

10 Years Fence Construction Fence Experience

5 Years Access Automation Experience

Clayton Peloquin: Project Manager

45 Years Construction Experience & Iron Worker

Eduardo Ibarra: Superintendent

5 Years Commercial Fence Installation Experience

David Ibarra: Superintendent

14 Years Commercial Fence Installation Experience

Jorge Aguinaga: Superintendent

5 Years Commercial Fence Installation Experience

Rogelio Aguinaga: Superintendent
10 Years Commercial Fence Installation Experience

Everado Ruiz: Superintendent
15 Years Commercial Fence & Concrete Installation

Frank Padilla: Superintendent
10 Years Commercial Fence Installation Experience

U.S. Fence & Gate, Inc. has approximately (48) full time employees working on commercial, industrial, and high security fencing projects throughout the United States with projects ranging from Military Bases, Airports, Prisons, Port Projects, Pipeline Pens, and proudly building all fencing, Garden Center site Fence, for over six hundred new Home Depot stores from Puerto Rico to Anchorage, Alaska, and ALMOST every state in the United States. (See Attached Contractor Licenses.)

Attached, are a few projects completed with telephone numbers. We can also provide hundreds of additional references is needed.

U.S. Fence & Gate, Inc. has been in business since 1995 and has completed thousands of projects large and small, always being on time per plans and specifications with high quality workmanship and supervision.

We have bonded many of our larger projects and have flawless record with our bonding company. Our Insurance Agent that handles our bonded projects is Chuck Ward, at Ward-Stiel Insurance. He can be contacted at 337-439-7741.

Quality Plans & Procedures

- 1. All materials are order per plans and specifications OR delivered from our warehouse per plans and specifications.**
- 2. Utilities locates for all sites will be called in to verify all underground utilities.**
- 3. Project manager to show each site to Superintendent.**
- 4. Superintendent to work with crews until final gates are hung and ready for locks and inspection.**

Past Performance Completed by U.S. Fence & Gate, Inc.

I. Completed Past Projects

Project:

Contractor / Engineer:

Phone No. and Contacts:

1. Port of Corpus Christi Contract Amount: \$441,307.58 03/2014 – 05/2014	RVE, INC.	Carlos Martinez 361-882-5633
2. Cottonwood Additions Contract Amount: \$105,000.00 10/01/2014 – 10/20/2014	Dashiell Corporation	Randall Rohde 713-558-6772
3. Long Draw Expansion Contract Amount: \$98,000.00 10/01/2014 – 10/20/2014	Dashiell Corporation	Randall Rohde 713-558-6772
4. Chennault International Airport Authority Lake Charles, Louisiana 09/2014	Channault	Randolph Robb 337-491-9961
5. New Orleans International Airport Security Upgrade Contract Amount: \$1,917,497.80 11/05/12 – 06/17/13	TMG Consulting	Jan Garbers 504-569-2939 EXT. 25
6. Grelton Substation Enclosure Contract Amount: \$378,950.00 9/10/12 – 10/01/12	Mastec Transmission & Substation Group	Charlie Greene 864-488-9992 EXT. 210 charles.green@mastec.com
7. Long Draw Substation Enclosure Contract Amount: \$297,000.00 10/01/12 – 10/20/12	Mastec Transmission & Substation Group	Charlie Greene 864-488-9992 EXT. 210 charles.green@mastec.com
8. City of Galveston Contract Amount: \$158,753 12/10 to 1/11	City of Galveston	Justin Bowling 409-797-3960 bowljingus@cityofgalveston.org

Past Projects of U.S. Fence & Gate, Inc.

9.	Las Vegas Readiness Center Las Vegas, NV Contract Amount: \$120,000 11/10	State Public Works Board Carson City, NV	Chandra Bandi 702-486-5115
10.	Southeast Arkansas College Pine Bluff, AR Contract Amount: \$186,689 12/10 to 1/11	Board of Directors of SEARK Pine Bluff, AR	Alice Weatherly, Purchasing 870-850-8629
11.	Port of New Orleans Different Phases (Security Fencing Upgrades) Contract Amounts over 4 million 2003-2006	Port of New Orleans Board of Commissioners New Orleans, LA	Pat McDonald 504-522-2551 mcdonaldp@portno.com Barbara Humpry humphryb@portno.com Dave Gruleno daveg@portno.com
12.	Port Security Upgrade- Mobile, AL Contract Amount: \$628,910.00 May 2005-7/26/05	Alabama State Docks	Jerald Kichler 251-441-7253 jkichler@asdd.com
13.	Repairs of Security Fencing At Chalmette and Arabi Terminal Contract Amount: \$498,519.92 6/8/2006 to 11/30/2006	St. Bernard Port, Harbor Chalmette, LA	Jerry Graves 504-277-8418 jgraves@sbernardport.com
14.	Sharp County Airport Cherokee Village AR Security fencing Contract Amount: \$286,669.60 8/18/2007 to 10/15/2007	Delta Airport Consultants North Little Rock, AR	Jordan Culver 501-280-9697 jculver@deltaairport.com
15.	Boca Raton Airport Airport Blvd. Boca Raton, FL SECURITY FENCING Contract Amount: \$249,550.20 2/27/08- 3/26/08	Acupower, Inc. Tamarac, FL	Tom Rabolli (Pres) 954-726-7066 tom@acupower.net Dawn Andresen dawn@acupower.net
16.	Home Depot- #385- New Orleans, LA Garden Center Fencing Contract Amount: \$643,119.32 8/20/08 to 5/10/08	J. R. Heineman & Sons, Inc. Miland, MI	Dale Johnson 989-753-8483 Dale.Johnson@JRHeineman.com

Past Projects of U.S. Fence & Gate, Inc.

17.	Golden Pass Pipeline Contract Amount: \$202,839.00	Sheehan Pipeline Construction Tulsa, OK.	Ryan Riess 918-978-2969 ryanriess@sheehanpipeline.com
18.	Bryan Mound Project Nos. BM-MM-551,558, & 729 Contract Amount: \$136,350.00	ASCR Gulf State Constructors, LLC New Orleans, LA.	Charles Leyhew 504-610-9327 Charles.Leyhew@SPR.DOE.GOV
19.	Ft. Lauderdale Airport Executive Airport Security Improvements Contract Amount: \$92,100.00	Acupower, Inc. Tamarac, FL.	Tom Rabolli (Pres) 954-726-7066 tom@acupower.net
20.	LSU Health Services Center New Orleans, LA Contract Amount: \$288,888.00 7/2008-2/2009	State of Louisiana Facility Planning and Control Baton Rouge, Louisiana	Denise Marrero
21.	Salmen High School 6/2010 Contract Amount: \$547,525.00	Roy Anderson Corporation PO Box 2 Gulfport, MS 39502	Cherish Smith 228-594-4066 cherish.smith@rac.com
22.	Bayou Choctaw Contract Amount: \$215,000	ASRC Gulf States Constructors, LLC New Orleans, Louisiana	Tayl Perkins 225-692-6295 Tayl.perkins@spr.doe.gov
23.	St. Joseph Catholic Church 8/2010 Contract Amount: \$63,680.00	Bryan & Thrash Contractors Shreveport, Louisiana	Clay Bryan 318-221-5343
24.	Alabama Criminal Justice Training Center Selma, Alabama Contract Amount: \$212,000 8/2010	White Spinner Construction, Inc. Mobile, Alabama	Amy Holland 251-445-1730 amy.holland@white-spinner.com
25.	Muses Apartments New Orleans, Louisiana Contract Amount: \$219,319.64 9/2010	White Spinner Construction, Inc. Mobile, Alabama	Scott Rowe 251-471-5189
26.	Louisiana Recovery School (7 jobs Total) (New Orleans, LA area) 7 jobs Total over \$1 million Dollars	Arright Construction Baton Rouge, LA	Shane Kirkpatrick 1-225-755-6166

Past Projects of U.S. Fence & Gate, Inc.

	3/2007 to 4/2009		
27.	Home Depot - Webster, TX Contract Amount: \$229,737.00 9/2008 to 10/2008	White-Spunner Construction Mobile, AL	Daniel Jones 1-251-471-5189
28.	Rooms to Go - Pearl River, LA Contract Amount: \$155,350.00 7/25/2009 to 12/14/2009	White-Spinner Construction Mobile, AL	David Purvis 1-251-471-5189
29.	Wal-Mart - Chalmette, LA Job Amount: \$93,000.00 6/9/2009 to 11/16/2009	Thompson Construction Thibodaux, LA	Keith Naquin 1-985-446-5577
30.	Kroger's Richmond, TX Job Amount: \$40,140.00 1/2009 to 10/2009	Glenn Johnson Construction Des Plaines, IL	Pat Kiowski 1-903-454-1998
31.	Bryan Mound- TX Strategic Petroleum Reserve Job Amount: \$158,945.70 2/2008 to 2/2009	ASRC Gulf State Constructors New Orleans, LA	Charles Leyhew 1-504-734-4279
32.	St. Bernard Middle School Poydras, Louisiana 70085 Contract Amount: \$87,430.00	Ellis Construction New Orleans, Louisiana	Skender Kek 504-483-9510 x 115
33.	Citrus Lake Floodwall Orleans Parish, LA Contract Amount: \$41,350.00	L & A Contracting Company Hattiesburg, MS	Cory Bielstein 601-264-2100
34.	Middle Tennessee University Murfreesboro, TN 37132 Contract Amount: \$210,801.00	Middle Tennessee State University Murfreesboro, TN	Terri Carlton 615-898-5382
35.	Parc Des Familles Baseball Fields Marrero, LA Contract Amount: 189,400.00	J.A. "Jack" Julius Jr., Inc. Marrero, LA	J.A. Julius, Jr. 504-348-9801

U. S. Fence & Gate, Inc.

P.O. Box 1926
Lake Charles, Louisiana 70602

EQUIPMENT LIST

2014 KOMATSU FG30HT-16 FORK
2012 (7) LINCOLN WELDING MACHINE
(2) DITCH WITCH SIDE BOOM TRENCHERS
2012 BOBCAT MINI EXCAVATOR
2012 BOBCAT 650 SKIDSTEER
2011 HYDRA TREK MARSH TRACK MACHINE
2011 KUBOTA M4900
(12) MILLER WELDING BOBCAT MACHINES
2010 JLG SCISSOR LIFT
2007 50 HP KUBOTA TRACTOR WITH ATTACHMENTS
2007 BOBCAT S220 WITH BUCKET, AUGERS, AND FORKS
2006 BOBCAT S175 WITH BUCKET, AUGERS, AND FORKS
2006 9540 4WD KUBOTA TRACTOR WITH ATTACHMENTS
2004 BOBCAT MT52 WALK BEHIND WITH BUCKET, AUGERS, AND FORKS
2003 BOBCAT S185 WITH BUCKET, AUGERS, AND FORKS
2001 BOBCAT VERSAHANDLER 18' REACH
2001 BOBCAT 453 WITH BUCKET, AUGERS, AND FORKS
2000 BOBCAT 773 WITH BUCKET, AUGERS, AND FORKS
1998 BOBCAT 773 WITH BUCKET, AUGERS, AND FORKS
1996 TOYOTA FORLIFT
1995 BOBCAT 773 WITH BUCKET, AUGERS, AND FORKS
1995 MASSEY FERGUSON MF240 TRACTOR WITH ATTACHMENTS

U. S. Fence & Gate, Inc.

P.O. Box 1926
Lake Charles, Louisiana 70602

WORK TRUCKS, PICKUPS AND SHOP VEHICLES

2014 GMC 1500 (6489)

2014 GMC 1500 (6476)

2013 GMC 1500 (3564)

2013 GMC 3500 (6007)

2013 GMC 3500 (7342)

2013 GMC 3500 (7655)

2011 GMC (6739)

2010 GMC (7576)

2008 GMC (5709)

2008 GMC (6687)

2006 ISUZU (BOX TRUCK) (0725)

2006 ISUZU (WHITE TRUCK W/RAILS) (4119)

2006 ISUZU (FLATBED WHITE) (9345)

2006 ISUZU (FLATBED WHITE) (9985)

2005 ISUZU (BOX TRUCK) (1818)

2005 GMC (6912)

2004 FORD F-150 (5949)

2004 FORD F-150 (7506)

2002 FORD F-450 (3055)

2001 GMC (7268)

Telephone (337) 433-5000 • Fax (337) 433-5050 • 222 Bunker Rd., Lake Charles, LA 70615

U. S. Fence & Gate, Inc.

P.O. Box 1926
Lake Charles, Louisiana 70602

TRAILER REGISTRATION AND INSURANCE

1) Vin # 0112 License # E409480	2000 (Parr) UT Trailer
2) Vin # 1087 License # E563361	2000 (CLIN) Make (black)
3) Vin # 1965 License # E876505	
4) Vin # 1140 License # E753112	2001 Iron Horse Trailer
5) Vin # 3853 License # E463465	1999 Bourg Trailer
6) Vin # 4888 License # E582861	2000 Bourg Trailer
7) Vin # 4889 License # E877388	2000 Bourg Trailer
8) Vin # 5588 License # E569896	2000 Bourg Trailer
9) Vin # 5630 License # E760172	1996 Parker
10) Vin # 5782 License # E878859	2000 Bourg Trailer
11) Vin # 6633 License # E756446	2001 Bourg Trailer
12) Vin # 7101 License # L055619	2006 MRLB Trailer
13) Vin # 7568 License # E758943	1997 PARR
14) Vin # 8689 License # E876503	2003 Bourg Trailer
15) Vin # 8790 License # L015504	TexBragg Trailer
16) Vin # 8795 License # L015505	TexBragg Trailer
17) Vin # 8211 License # L234747	Big Tex 2008 Utility Trailer BITX

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that U S Fence & Gate, Inc.

P O Box 1926, Lake Charles, Louisiana 70602

hereinafter called the PRINCIPAL, and Western Surety Company

P O Box 5077, Sioux Falls, South Dakota, 57117-5077

a corporation duly organized under the laws of the State of South Dakota

having its principal place of business at 101 South Phillips Avenue

Sioux Falls, South Dakota 57104 in the State of South Dakota

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West, 3126 Flagler Street, Key West, Florida 33040

hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid

DOLLARS (\$ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for the, **REPLACE FENCING AT CLAYTON STERLING COMPLEX** said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY).

equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications, entitled:

REPLACE FENCING AT CLAYTON STERLING COMPLEX

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 8th day of June, 2016.

PRINCIPAL

U S Fence & Gate, Inc.

By

David Hinds, President
Western Surety Company

STATE OF Louisiana

Parish

COUNTY OF Calcasieu

)
: SS
)

SURETY

Marietta Hardesty, Attorney-in-Fact

By

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donelson P Stiel, Charles M Ward, David H Stiel III, Marietta Hardesty, Donelson P Stiel Jr, Dianne Savoy, Individually

of Lafayette, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of August, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

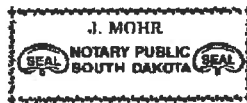
State of South Dakota }
County of Minnehaha }

ss

On this 21st day of August, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of June, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2016

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

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

PRODUCER
McElveen Insurance LLC
700 W. Prien Lake Road Ste 200
Lake Charles LA 70601

CONTACT NAME: Monica Clark
PHONE (A/C, No, Ext): 337-475-7441 FAX (A/C, No): 337-564-6934
E-MAIL: mclark@mcelveenins.com
ADDRESS:

INSURED
U. S. Fence & Gate, Inc.
P.O. Box 1926
Lake Charles LA 70602

USFENCE-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Trust Insurance Company	20141
INSURER B:	AGCS Marine Insurance Company	22837
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 424604544

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	GL0018832	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	CA0032400	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB00232341	4/1/2016	4/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC00003767	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Equipment Installation Floater			MZI93071726	4/1/2016	4/1/2017	Rented Leased 100,000 Any one Site 200,000

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

Holder is additional insured on the General Liability with ongoing operations and products completed operations (CGL084 10/13) and Auto (CAU071 01/13) with waiver of subrogation the General Liability, Auto and Workers Compensation as required by written contract. Coverage is primary and noncontributory on the General Liability (CGL084 10/13) and Auto as required by written contract. Umbrella is Follow Form Project: Replace Fencing at Clayton Sterling Complex

CERTIFICATE HOLDER

City of Key West
3126 Flagler Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ANTI - KICKBACK AFFIDAVIT

STATE OF TEXAS)
) SS
COUNTY OF ORANGE)

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

By: DAVID HINDS, PRESIDENT

Sworn and subscribed before me this 7th day of June, 2016.

Tommylyn Procella
NOTARY PUBLIC, State of Texas at Large

My Commission Expires: May 19, 2017



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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Bid for ITB # 024-16
REPLACE FENCE AT CLAYTON STEELING COMPLEX

2. This sworn statement is submitted by U.S. FENCE & GATE, INC.
(Name of entity submitting sworn statement)

whose business address is 222 BUNKER RD.
LAFAYETTE, LOUISIANA 70615

and (if applicable) its Federal Employer Identification Number (FEIN) is
721310900

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

3. My name is DAVID HANDS
(Please print name of individual signing)

and my relationship to the entity named above is PRESIDENT

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

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

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

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

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

[Signature]
(Signature)
6/6/2016
(Date)

STATE OF TEXAS
COUNTY OF ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
DAVID Hines who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 7th day of June, 2016.

My commission expires: May 19, 2017

Tommilyn Procella
NOTARY PUBLIC



INDEMNIFICATION

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

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

CONTRACTOR: U.S. FENCE & GATE, INC. SEAL:

222 BUNKER RD. LAKE CHARLES, LA. 70605
Address


Signature

DAVID HINOS
Print Name

PRESIDENT
Title

DATE: 6/6/2016

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

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

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

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

Business Name U.S. Fence & Gate, Inc. Phone: 337-433-5000

Current Local Address: OUT OF STATE Fax: 337-433-5050
(P.O Box numbers may not be used to establish status)

Length of time at this address: No OUTSTANDING TAXES OWED.

No Principle Address within 30 Miles
Signature of Authorized Representative

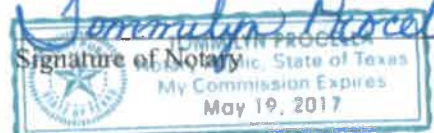
STATE OF TEXAS COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7 day of JUNE, 2016.

By DAVID HINDS, President of U.S. Fence & Gate, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification PERSONALLY KNOWN as identification
(Type of identification)

Return Completed form with
Supporting documents to:
City of Key West Purchasing



Print, Type or Stamp Name of Notary

Secretary
Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF TEXAS)
 : SS
COUNTY OF ORANGE)

I, the undersigned hereby duly sworn, depose and say that the firm of U.S. FENCE & GATE, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

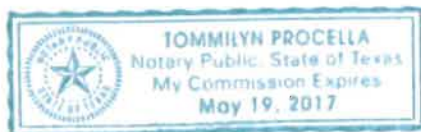
By: [Signature]

Sworn and subscribed before me this

7th Day of June, 2016.

Tommilyn Procella
NOTARY PUBLIC, State of Texas at Large

My Commission Expires: May 19, 2017



CONE OF SILENCE AFFIDAVIT

STATE OF TEXAS)
 : SS
COUNTY OF ORANGE)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of U.S. FEJCE & GME, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence

Sworn and subscribed before me this

7th Day of June, 2016.

Tommilyn Procella

NOTARY PUBLIC, State of Texas at Large

My Commission Expires: May 19, 2017

