

**BIDDER'S CHECKLIST**

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

- |     |  |       |
|-----|--|-------|
| 1.  | All Contract Documents thoroughly read and understood.   | [ X ] |
| 2.  | All blank spaces in Proposal filled in, using black ink.   | [ X ] |
| 3.  | Total and unit prices added correctly and attached Schedule of Values.   | [ X ] |
| 4.  | Addenda acknowledged.  | [ X ] |
| 5.  | Subcontractors are named as indicated in the Proposal.   | [ X ] |
| 6.  | Experience record included.  | [ X ] |
| 7.  | Proposal signed by authorized officer.   | [ X ] |
| 8.  | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.  | [ X ] |
| 9.  | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.  | [ X ] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [ X ] |
| 11. | BID submitted intact with the volume entitled "Bidding Requirements" in the format of 1 original bid package and 2 flash drives as stated in the invitation to bid.        | [ X ] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.  | [ X ] |

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

### **PROPOSAL**

To: The City of Key West  
 Address: 1300 White Street, Key West, Florida 33040  
 Project Title: Pump Stations Rehabilitations Phase 2: C, E, and D Manhole  
 City of Key West Project No.: SE 1504

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

Company Name: Key Honey Contracting, LLC  
 Contact Name & Telephone #: Carey Hirsch 701-621-1151  
 Email Address: carey@keyhoney.com

#### BIDDER'S DECLARATION AND UNDERSTANDING

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

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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

#### CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal 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 Proposal, 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.

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 210 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 \$3,000.00 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. 1, 2, 3, 4, 5, 6, \_\_\_\_\_.

(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 Proposal(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. Bidders shall include in their lump sum bid the cost to provide Builder's Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

UNFORESEEN CONDITIONS ALLOWANCE

Bidder further acknowledges that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts, Building Permits and Art in Public Places. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Unforeseen Conditions Allowance will be spent prior to performing the work. Bidder also acknowledges that payment for Building Permits will be based on actual cost for the permit.



**BID ADDITIVE ALTERNATE NO. 1**

Item No.	Description	Unit	Unit Cost
1	Vertical or Overhead Concrete Repair 1-inch deep	Square Feet	\$ 100.00
2	Vertical or Overhead Concrete Repair 2-inch deep	Square Feet	\$ 200.00
3	Replacement of Two (2) Wall Thimbles in Pump Station E for the Sluice Gates Being Replaced.	Each	\$ 4,500.00

Contractor to provide square foot cost for additional concrete repair that exceeds the following quantities for Pump Station E:

Vertical or Overhead Concrete Repair 1-inch deep: 425 square feet

Vertical or Overhead Concrete Repair 2-inch deep: 425 square feet

These unit prices will be applied to the quantities for repair that exceed those quantities listed above only.

**Contractor to provide a cost to remove and replace two wall thimbles for the sluice gates being replaced in Pump Station E wetwell. Cost to include additional bypass pumping if necessary, all labor, equipment, and material required. Owner will decide if the wall thimbles are to be replaced after the bid is awarded.**

**The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment.**

**Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.**

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 percent.

List items to be performed by Contractor's own forces and the estimated percent of the Total Lump Sum Base Bid.  
(Use additional sheets if necessary.)

<u>Bypass Pumping</u>	<u>Valve Replacement</u>
<u>Lift Station Work</u>	<u>Force Main Work</u>
<u>Restoration</u>	
<u>60%</u>	

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:

Nearshore Electric, Inc  
**Name**  
Electrical 5.5%  
 Trade Percent of Total Base Bid  
5680 1st Ave Key West Florida 33040  
 Street City State Zip

Giannetti Contracting  
**Name**  
Underground 8%  
 Trade Percent of Total Base Bid  
1801 NW 18th St Pompano Beach Florida 33069  
 Street City State Zip

**Name**  
 Trade Percent of Total Base Bid  
 Street City State Zip

**Name**  
 Trade Percent of Total Base Bid  
 Street City State Zip

**Name**  
 Trade Percent of Total Base Bid  
 Street City State Zip





- 2016 Islamorada Sewer Project/Layne 2.29 Million  
Low Pressure Grinder Installs, neighborhood gravity sewer, IP Force Main  
Owner, Village of Islamorada, Greg Tindle 305-664-6451
- 2016 Cudjoe Regional Sewer/Giannetti 1A3 Million  
Low Pressure Grinder Installs, FCAA Cudjoe Office; Giannetti, Richie Gibbs 772-473-9565
- 2017 Cudjoe Regional Sewer/Layne 2.36 Million  
Low Pressure Grinder Installs, FCAA Cudjoe Office; Reynolds, Wes Self 205-447-8787
- 2018 FCAA 4067-16, Mid Torch and CWS 2.9 Million  
Low Pressure Grinder Installs, Lift Station, FCAA Cudjoe Office, Stephanie Bruno
- 2018 FCAA 4068-17, No Name Key 2.1 Million  
Low Pressure Grinder Installs, Lift Station, IP Force Main, FCAA Cudjoe Office, Stephanie Bruno
- 2019 FCAA 4075-18, Cudjoe Regional CWS 3.1 Million  
Low Pressure Grinder Installs, FCAA Cudjoe Office, Stephanie Bruno

Richard Gibbs, III  
4131 NE 24<sup>th</sup> Ave  
Lighthouse Point, FLORIDA 33064  
Cell: 954-999-2680  
richie@keyhoney.com

Richie Gibbs has over 23 years' construction experience as a project manager, estimator, superintendent, foreman, and general partner, in the underground construction industry with governmental agencies in Florida and Michigan. Richie also has experience in commercial construction including custom home building in Michigan and Florida over the past 21 years. Richie is "hands-on" with all current projects in the South Florida area.

**EMPLOYMENT:**

Key Honey Contracting, LLC	2019-Present	<u>Chief Executive Officer/President</u>
Giannetti Contracting Corp.	1995 -Present	<u>Chief Operating Officer/ President / Treasurer</u>

**RECENT PROJECTS:**

*Florida Keys Aqueduct Authority - Cudjoe Inner Islands* 2013 -  
2016 Contract \$45,119,495.13.

- Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The transmission main along US-1 is also being replaced from MM 19 to 25. Project includes over 300,000 LF of water main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2" to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt Overlay. The project is currently over 90% completion.

*Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 -*  
2014 Contract Amount: \$17,807,186.

- Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

*Palm Beach County Water Utilities Department - Belvedere Homes Phase 2 - 2012-2013*  
Contract Amount: \$ 4,252,998.

- Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

*Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013*  
Contract Amount: \$6,488,292.

- Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter. Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

*Broward County - Broadview Park Neighborhood Improvement Project - Bid Pack #3 - 2010 - 2013*  
Contract Amount: \$13,261,559.

- Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter. Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

*Broward County - Utility Analysis Zone Improvement Program (UAZ) 307 & 315 - 2009 - 2011*  
Contract Amount: \$5,949,866.

- Project included over 38,000 LF of new water main, gravity sewer main, and force main from 4" to 12" in diameter. Over 36,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

**LICENSES AND CERTIFICATIONS:**

OSHA Qualified Person

SURETY

Old Republic Surety Company whose address is  
445 S Moorland Road, Brookfield, Wisconsin, 53005  
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Key Honey Contracting, LLC doing business at  
1934 No Name Dr, Big Pine Key, Florida, 33043  
Street City State Zip

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

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

Richard Gibbs III \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

GUS E. ZERVOS, STEPHEN M. ZERVOS, DAVID C. LANGE, ANGELO G. ZERVOS, MICHAEL G. ZERVOS, DONALD W. BURDEN, OF SOUTHFIELD, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
TEN MILLION DOLLARS (\$10,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.


RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company  
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or  
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or  
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15TH day of APRIL, 2019.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

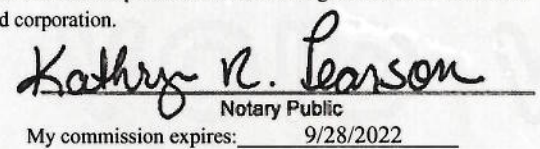


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 15TH day of APRIL, 2019, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2022

CERTIFICATE

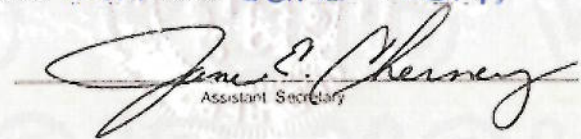
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

46-5195

Signed and sealed at the City of Brookfield, WI this 12th day of June, 2019.



  
Assistant Secretary

ZERVOS GROUP, INC.

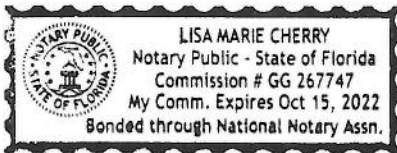
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: ay III

Sworn and subscribed before me this 12<sup>th</sup> day of June, 2019.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



*Lisa M. Cherry*

**END OF SECTION**

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17 day of July, 2019.

(SEAL)

Key Honey Contracting, LLC  
Name of Corporation

By RG III Richard Gibbs III

Title President

Attest Cy 2 Hizer





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

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

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_ Project # 707158  
City of Key West ITB # 19-022 Pump Stations Rehabilitation Phase 2 C, E and D Manhole

2. This sworn statement is submitted by Key Honey Contracting, LLC  
(name of entity submitting sworn statement)

whose business address is 1934 No Name Dr, Big Pine Key, FL 33043

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

46-3183746

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement \_\_\_\_\_)

3. My name is Richard Gibbs III  
(please print name of individual signing)

and my relationship to the entity named above is President

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

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

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

Richard Gibbs III  
(signature)  
7-17-19  
(date)

STATE OF Florida  
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Richard Gibbs III who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 17th day of July, 2019.

My commission expires:

Lisa M. Cherry  
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: Key Honey Contracting, LLC

SEAL:

1934 No Name Dr. Big Pine Key, FL 33043  
Address

  
Signature

Richard Gibbs III  
Print Name

President  
Title

7-17-19  
Date

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Monroe )

I, the undersigned, hereby duly sworn, depose and say that the firm of Key Honey Contracting, LLC 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.

Richard Gibbs III

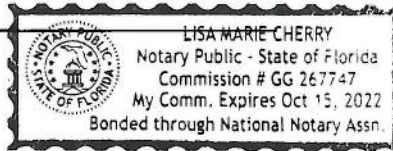
By: Richard Gibbs III

Sworn and subscribed before me this

17th day of July, 2019

Lisa M Cherry  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name \_\_\_\_\_ Phone: \_\_\_\_\_

Current Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
(P.O. Box numbers may not be used to establish status)

Length of time at this address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

707158A.GN1

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification  
(Type of identification)

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

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank



**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Monroe )

I, the undersigned, hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Key Honey Contracting, LLC 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 (attached).

[Signature]  
(signature)

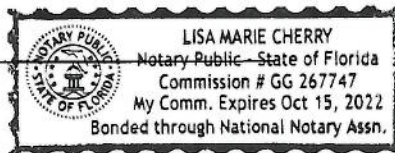
7-17-19  
(date)

Sworn and subscribed before me this

17<sup>th</sup> Day of July, 2019.

[Signature]  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Key West  
604 Simonton St.  
Key West, FL 33040

PROJECT: Pump Stations Rehabilitation Phase 2 C, E, and D Manhole

FROM: Key Honey Contracting, LLC  
1934 No Name Dr.  
Big Pine Key, FL 33043

ENGINEER OF RECORD: CH2M  
3150 SW 38th Ave., Suite 700  
Miami, FL 33146

APPLICATION NO.: 1 Distribution to:  
PERIOD FROM: 10/1/2019 OWNER  
PERIOD TO: 10/31/2019 C.E.I  
PROJECT NOS.: 19-022 CONTRACTOR  
CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 2,212,046.00
  2. Net change by Change Orders ..... \$0.00
  3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$2,212,046.00
  4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ -
  5. RETAINAGE:
    - a. 10% of Completed Work ..... \$0.00  
(Columns D + E on G703)
    - b. 10% of Stored Material ..... \$0.00  
(Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$0.00
6. TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 Total) ..... \$0.00
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ -
  8. CURRENT PAYMENT DUE ..... \$0.00
  9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$2,212,046.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	TOTALS \$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Key Honey Contracting, LLC

By: *[Signature]*  
Richard Gibbs III

Date: 7-17-19

State of: Florida  
County of: Monroe  
Subscribed and sworn to before me this 17th day of July 2019

Notary Public: Notary Public - State of Florida  
My Commission expires: Commission # 66267747



*[Signature]*  
Lisa M. Cherry

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

..... \$0.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on Continuation Sheet that are changed to conform to the amount certified.)

By: \_\_\_\_\_  
Engineer

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

By: \_\_\_\_\_  
Engineer

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

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

