

PROPOSAL

TO: CITY OF KEY WEST
ADDRESS: 1300 WHITE STREET
P.O. BOX 1409
KEY WEST, FLORIDA 33041

PROJECT TITLE: ITB #18-006: SMATHERS BEACH RENOURISHMENT

ENGINEERING PROJECT NUMBER: FT 19001801

BIDDER'S INFORMATION

Contact Name: Larry T. Dale
Email: ldale@dfifl.com
Telephone: (772) 429-4456

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.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data that he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days 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 evidence of holding the 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.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after the date of the Notice to Proceed. The contractor can expect work to occur during turtle nesting season which begins on April 15, 2018. No sand can be placed on the beaches before a turtle nesting survey has been conducted each morning by qualified personnel (e.g., Save-A-Turtle volunteers). Sand may be allowed to be placed at staging areas on the beaches if secured with proper silt fencing and approved by permitting agencies. Contractors need to submit a construction plan (including, but not limited to; staging plan, Maintenance of Traffic (MOT), equipment, and work schedule) with the bid for approval. Project shall be completed within ninety (90) calendar days from Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by the Contract within the time limit or extended time limit agreed upon in that Contract, 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 authorized under the Contract Documents, until the work shall have been satisfactorily completed as provided in the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

The Bidder hereby acknowledges that he has received Addenda No. 1 , _____ ,

_____, _____, _____. (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 TAX

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

UNIT PRICE 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 unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

BID FORM

PAYMENT AND PERFORMANCE BONDS

1. Payment & Performance Bonds Per / \$1,000 worth of Construction

<u>Quantity</u>	<u>Unit</u>		
1	LS		\$ <u>12.00</u>

2. MOBILIZATION AND DEMOBILIZATION, (includes M.O.T., Testing Services, Construction Layout, Field Engineering, General & Supplementary Conditions, Environmental Protection)

<u>Quantity</u>	<u>Unit</u>		
1	LS		\$ <u>190,000.00</u>

3. SMATHERS BEACH SAND (includes purchase, delivery, placement, grading of permit approved sand and all permit conditions)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
20,000	TONS	\$ <u>63.00</u>	\$ <u>1,260,000.00</u>

4. SMATHERS BEACH TILLING

<u>Quantity</u>	<u>Unit</u>		
1	LS		\$ <u>6000.00</u>

TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1-4) (BASE BID)

Total of extended unit price items: \$ 1,456,012.00

one million four hundred fifty six thousand twelve Dollars zero Cents
(Amount written in words has precedence)

ADDITIVE ALTERNATES

#1. SOUTH BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
490	TONS	\$ <u>70.00</u>	\$ <u>34,300.00</u>

#2. DOG BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
80	TONS	\$ <u>85.00</u>	\$ <u>6800.00</u>

#3. SIMONTON BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
190	TONS	\$ <u>75.00</u>	\$ <u>14,250.00</u>

NOTE: THE CITY MAY EVALUATE THE LOWEST BID PRICE BASED ON THE BASE BID ALONE OR WITH ANY OR ALL ADDITIVE ALTERNATES BASED ON THE ANTICIPATED INCLUSION OF THE ADDITIVE ALTERNATES.

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:

Portion of Work: trucking

Name: Allied Trucking of Florida

Address: 10741 NW 89th Ave., Hialeah Gardens, FL 33018

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

SURETY

Surety Agency, LLC whose address is
52B New Haw Creek Rd., Asheville, NC, 28801
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is: Dickerson Florida, Inc.

Doing business at 3122 N. 25th St.

City Ft. Pierce State FL Zip 34946

This address is where all communications concerning this Bid shall be sent. mailing address

P.O. Box 910 Ft. Pierce, FL 34954-0910

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:

Name	Title
<u>Larry T. Dale</u>	<u>President</u>
<u>Dale McTaggart</u>	<u>VP/Treasurer</u>
<u>Richard J. Forlifer</u>	<u>Vice President</u>
<u>Michael B. Bryant</u>	<u>Vice President</u>
<u>Raymond Sheltra</u>	<u>Vice President</u>
<u>Antoinette Peterson</u>	<u>Secretary</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2018.

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 16th day of May, 2018.

(SEAL)

Name of Corporation _____

By: Gayle J. Dal _____

Title: President _____

Attest: Antoinette Peters _____

Secretary

Name and Address of Firm, City, County, or Agency	Scope of Work:	emergency dune restoration
Martin County	Date(s):	March 9, 2012 - March 8, 2014
2401 SE Monterey Rd.	Amount:	\$457,173
Stuart, FL	Contact:	Kathy Fitzpatrick, Coastal Engineer
	Telephone No:	(772) 288-5429
For Town Use Only:	Comments:	
Name and Address of Firm, City, County, or Agency	Scope of Work:	dune replacement
FPL - St. Lucie Nuclear Plant	Date(s):	January 15, 2013 - March 31, 2013
6501 S. Ocean Drive	Amount:	\$1,610,000
Jensen Beach, FL 34957	Contact:	Joy Graybush, Contracts Agent
	Telephone No:	(772) 467-7559
For Town Use Only:	Comments:	
Name and Address of Firm, City, County, or Agency	Scope of Work:	Winter 2011/2012 Sand Bypassing Dredging Event
Sebastian Inlet District	Date(s):	Completed January 2012
114 6th Avenue	Amount:	\$1,373,946.90
Indiatlantic, FL 32903	Contact:	Marty Smithson, District Administrator
	Telephone No:	(321) 724-5175
For Town Use Only:	Comments:	
Name and Address of Firm, City, County, or Agency	Scope of Work:	Smathers & Rest Beach Renourishments
City of Key West	Date(s):	July 15, 2013 - August 7, 2013 (Smathers Beach)
P.O. Box 1409	Amount:	\$404,750
Key West, FL 33041-1409	Contact:	Janet Muccino
	Telephone No:	(305) 294-4234 or (305) 809-3867
For Town Use Only:	Comments:	
Name and Address of Firm, City, County, or Agency	Scope of Work:	South Shoreline Rehabilitation Project
Sebastian Inlet District	Date(s):	June 2013 - October 2013
114 6th Avenue	Amount:	\$307,506
Indiatlantic, FL 32903	Contact:	Marty Smithson, District Administrator
	Telephone No:	(321) 724-5175
For Town Use Only:	Comments:	

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Dickerson Florida, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut having

its principal place of business at One Tower Square

Hartford in the State

of Connecticut and authorized to do business in the State of Florida, as SURETY, are held

firmly bound unto ^{City of Key West} hereinafter called the Obligee, in the sum of five percent (5%) of

the amount bid----- DOLLARS (\$ -----)

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 or Proposal for: ITB #18-006: SMATHERS BEACH RENOURISHMENT / FT 19001801, said Bid Proposal, 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 labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications entitled:

ITB #18-006: SMATHERS BEACH RENOURISHMENT / FT 19001801

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 5 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 5 working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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

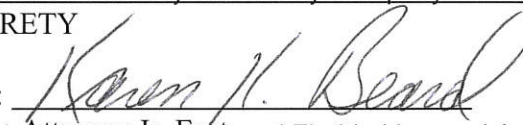
demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 16th day of May, 2018.

Dickerson Florida, Inc.
PRINCIPAL

By: 

Travelers Casualty and Surety Company of America
SURETY

By: 
Karen K. Beard, Attorney-In-Fact and Florida Licensed Agent

"Inquiries 828-236-1000"



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. 223206

Certificate No. 006731610

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

Karen K. Beard

of the City of Asheville, State of North Carolina, 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 11th day of March, 2016.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of March, 2016, before me personally appeared Robert L. Raney, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 20 18.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**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 OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB #18-006 for
City of Key West

2. This sworn statement is submitted by Dickerson Florida, Inc.
(Name of entity submitting sworn statement)

whose business address is 3122 N. 25th St., Ft. Pierce, FL 34946
and (if applicable) its Federal
Employer Identification Number (FEIN) is 56-1327509 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Larry T. Dale and my relationship to
(Please print name of individual signing)

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 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, 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
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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.

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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, 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.)

Larry T. Dale
(Signature)
May 16, 2018
(Date)

STATE OF Florida

COUNTY OF St. Lucie


PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Larry T. Dale who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 16th day of May, 2018.

My commission expires:
NOTARY PUBLIC

Antoinette Peterson

 Antoinette Peterson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF146809
Expires 9/29/2018

CITY OF KEY WEST INDEMNIFICATION FORM

The CONTRACTOR shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement. Except as specifically provided herein, this agreement does not require CONTRACTOR to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

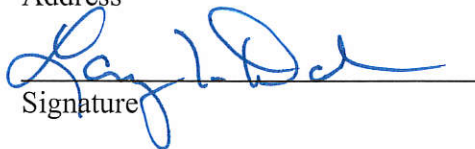
These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, CONTRACTOR shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

CONTRACTOR: Dickerson Florida, Inc. SEAL:

3122 N. 25th St.
Ft. Pierce, FL 34946
Address


Signature

Larry T. Dale
Print Name

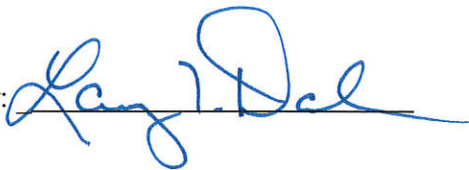
President
Title

DATE: May 16, 2018

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF St. Lucie)

I, the undersigned hereby duly sworn, depose and say that the firm of Dickerson Florida, 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: 

Sworn and subscribed before me this

16th day of May, 2018.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/29/2018

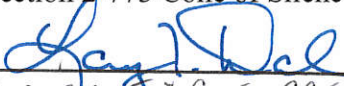


Antoinette Peterson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF146809
Expires 9/29/2018

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF St. Lucie)

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



LARRY T. DALE, PRESIDENT

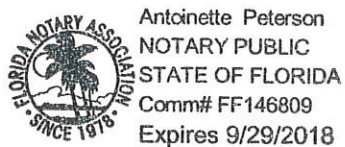
Sworn and subscribed before me this

16th Day of May, 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/29/2018



Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publicly noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

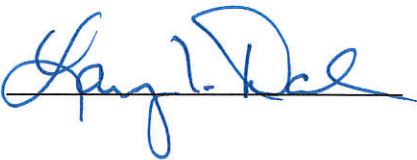
(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

NON-COLLUSION AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF St. Lucie)

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

By: 

Sworn and subscribed before me this
16th day of May, 2018.


NOTARY PUBLIC, State of Florida at Large



Antoinette Peterson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF146809
Expires 9/29/2018


My Commission Expires: 9/29/2018

LOBBYING RESTRICTIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Larry T. Dale, President

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

May 16, 2018

Date

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 the bid.)

- All Contract documents thoroughly read and understood.
- All blank spaces in Bid Form filled in, using black ink.
- Total and unit prices added correctly.
- Addenda acknowledged (if applicable).
- Subcontractors (if applicable) are named as indicated in the Proposal.
- Experience record included.
- Bid signed by authorized officer.
- Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
- Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
- 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.
- Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, one (1) original and two (2) USB drives, each containing a single complete PDF file.
- Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
- Other forms listed below.

Bidders shall cite compliance with these required Contract Provisions and shall include the following EXECUTED documents with bid:

- Anti-Kickback Affidavit.
- Public Entity Crimes.
- City of Key West Indemnification Form.
- Equal Benefits for Domestic Partners Affidavit.
- Non-collusion Affidavit.
- Cone of Silence Affidavit.
- Lobbying Restrictions Certification

Failure to include the above forms may result in a determination that the proposal is nonresponsive.

Additionally, a signed bid shall indicate acknowledgement and compliance with the following federal regulations on pages 67-72 of the Supplementary Conditions:

- Access by Grantee
- Copyrights
- Disadvantaged Business Enterprises (DBE)
- Energy Policy & Conservation Act
- Equal Employment Opportunity
- Contract Hours & Safety Standards
- Clean Air Act
- Federal Water Pollution Control Act
- Disbarment & Suspension
- Byrd Anti-Lobbying Amendment
- Procurement of Recovered Materials
- Retention of All Records
- Additional Federal Regulations

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 DICKERSON FLORIDA, INC. CtlNbr:0022726
Location Addr 3122 N 25TH ST
Lic NBR/Class 18-00028055 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 22, 2017 Expiration Date: September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments: _____

This document must be prominently displayed.

DICKERSON FLORIDA, INC.

DICKERSON FLORIDA, INC.
PO BOX 910
FT PIERCE FL 34946

Oper: KEW/JAB Type: OC Drawer: 1
Date: 8/22/17 63 Receipt no: 26472
2018 28055
OR LIC OCCUPATIONAL RENEWAL
Trans number: 1.00 \$325.00
DR CREK 50634 3115621
\$325.00
Trans date: 8/22/17 Time: 16:04:15

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

LICENSE NUMBER
CGC060797

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



DALE, LARRY THOMAS
DICKERSON FLORIDA INC
3122 N 25 STREET
FT PIERCE FL 34946



ISSUED: 06/02/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606020001248