

BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **DOCK REPAIR & PILING REPLACEMENT, D-DOCK
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #18-005

Bidder's person to contact for additional information on this Bid:

Company Name: Florida Dredge & Dock LLC

Contact Name & Telephone #: William D. Fletcher - 727-942-7888

Email Address: don@floridadredge.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, that he has personally inspected the Project, 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 Proposal.

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.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION

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 evidence of holding required licenses and certificates, and will, to the extent of his Bid,

furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

Type of Insurance	Limits	Comments
Commercial General Liability	\$1,000,000	The proposers may have these coverages combined in 1 policy
Watercraft Liability	\$1,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
USL&H and Jones Act Coverage	\$1,000,000	

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within seventy (70) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails 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.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 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 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.

UNIT PRICE WORK 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.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

* * * * *

BID SCHEDULE

DOCK REPAIR & PILING REPLACEMENT KEY WEST HISTORIC SEAPORT

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization, General/Supp Conditions and Demobilization

a.	Mobilization	1	each	\$ <u>3,000.00</u>	
b.	General/Supp. Conditions	1	each	\$ <u>16,000.00</u>	
c.	Demobilization	1	each	\$ <u>3,000.00</u>	
	1	LS	(10% of Construction Cost Max.)		\$ <u>22,000.00</u>

2. Payment and Performance Bonds

1	LS			\$ <u>4,000.00</u>
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3. Permit Fees (to be paid at cost)

1	LS			\$ <u>15,000.00</u>
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4. 14" dia. x 35' Piles (includes all labor, equipment, disposal and material)

Dock Pile	55	EA	Unit Price \$ <u>4,325.00</u>	Sub-total \$ <u>237,875.00</u>
Fender/Mooring Pile	3	EA	Unit Price \$ <u>3,700.00</u>	Sub-total \$ <u>11,100.00</u>
TOTAL				\$ <u>248,975.00</u>

5. 3x8 Horizontal Timbers (includes all labor, equipment, disposal and material)

11'L	2	EA	Unit Price \$ <u>425.00</u>	TOTAL \$ <u>850.00</u>
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6. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)

13'L	6	EA	Unit Price \$ <u>525.00</u>	TOTAL \$ <u>3,150.00</u>
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7. 26" x 1/2" dia. SS All-Thread Hardware Assembly w/ 2x Nuts and Washers (includes all labor, equipment, disposal and material)

79 EA Unit Price \$ 35.00 TOTAL \$ 2,765.00

8. 8" x 1/2" dia. SS Epoxy Anchor Bolts (includes all labor, equipment, disposal and material)

4 EA Unit Price \$ 36.00 TOTAL \$ 144.00

9. Conical PVC/HDPE Pile Caps (includes all labor, equipment, disposal and material)

20 EA Unit Price \$ 60.00 TOTAL \$ 1,200.00

10. Remove and Re-install Utility Pedestal (includes all labor, equipment and material)

3 EA Unit Price \$ 550.00 TOTAL \$ 1,650.00

11. Remove and Re-install Electrical Transformer (includes all labor, equipment and material)

1 EA Unit Price \$ 2,000.00 TOTAL \$ 2,000.00

12. General Allowance (only to be used with Owner's written approval)

1 LS \$ 25,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 12 \$ 326,734.00

Three hundred twenty-six thousand, seven hundred thirty four Dollars & zero Cents
(amount written in words)

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

All work except electric and plumbing to be performed by contractors own forces

Estimated cost of these items: \$322,084.00

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:

Electrical

Portion of Work

Carbone Electrical, Inc

Name

6810 Front, Key West, Florida, 33040
Street City State Zip

Plumbing

Portion of Work

Haskins Plumbing

Name

2023 Flagler, Key West, Florida, 33040
Street City State Zip

Portion of Work

Name

_____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____
Street City State Zip

SURETY

Great American Insurance Company whose address is

301 E 4th Street, Cincinnati, Ohio, 45202
Street City State Zip

513-369-5000 James Congelio
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Florida Dredge & Dock LLC

_____ doing business
at

1040 Island Ave, Tarpon Springs, Florida, 34689
Street City State Zip

don@floridadredge.com
email address

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:

Name	Title
<u>William D. Fletcher</u>	<u>Manager</u>
<u>Chester E. Fletcher</u>	<u>Manager</u>
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____ 20__.

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 5th day of September 2018.

(SEAL)

Florida Dredge & Dock LLC

Name of Corporation

By William D. Fletcher 

Title Manager

Attest As an LLC, we do not have a secretary
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

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

See Following Page

* * * * *

Project Name: South Basin Development Corp.
Project Type: Piling Sleeve Installation
Address: 245 Front Street, Key West, FL 33040
Project Amount: \$74,100.00
Contact: Joe O'Connell 305-906-0520

Project Name: Key West Marine Investment LLC
Project Type: Piling Replacement
Address: Key West Harbor, 6000 Peninsular Avenue, Key West, FL 33040
Project Amount: \$108,600.00
Contact: Richard Horn 941-524-0062

Project Name: Ocean Harbor of Islamorada Condo Assoc. Inc.
Project Type: Piling Replacement
Address: 87851 Old Highway, Islamorada, FL 33036
Project Amount: \$1,528,000.00
Contact: Richard Widera 727-403-1437

Project Name: City of Key West Seaport Piling Replacement
Project Type: Piling Replacement
Address: P.O. Box 1409, Key West, FL 33041
Project Amount: \$374,785.00
Contact: Eng. Dept. 305-809-3951

Project Name: City of Key West Maintenance Dredging of Sunrise Canal
Project Type: Maintenance Dredging
Address: 3140 Flagler Avenue, Key West, FL 33040
Project Amount: \$52,800.00
Contact: Eng. Dept. 305-809-3951

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that Florida Dredge & Dock, LLC

1040 Island Ave., Tarpon Springs, FL 34689

hereinafter called the PRINCIPAL, and Great American Insurance Company

a corporation duly organized under the laws of the State of Ohio

having its principal place of business at 301 E. Fourth Street, Cincinnati, OH 45202

in the State of Ohio

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

City of Key West

hereinafter CITY OF KEY WEST 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 Proposal for **Dock Repair & Piling Replacement, D-Dock – Key West Historic Seaport**, 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 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 Proposal and the detailed Specifications, entitled:

ITB #18-005

DOCK REPAIR & PILING REPLACEMENT

D - DOCK

KEY WEST HISTORIC SEAPORT

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 and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, 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 6th day of September, 2018.

Florida Dredge & Dock, LLC

By


PRINCIPAL

Great American Insurance Company

SURETY

By


Attorney-In-Fact **James C. Congelio**

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 20650

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES C. CONGELIO	ALL OF	ALL OF
JAMES N. CONGELIO	MAITLAND, FLORIDA	\$100,000,000
LENITA W. WRIGHT		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8TH day of APRIL 2015
Attest
GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 8TH day of APRIL, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



JENNIFER MARIE RIPPY
Notary Public, State of Ohio
My Commission Expires
June 20, 2019

Jennifer Marie Rippy

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of



Atty L C B
Assistant Secretary

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Pinellas)

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.

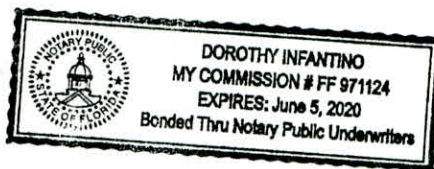
By: Walt D. Hoo .

Sworn and subscribed before me this 5th day of September 2018.

NOTARY PUBLIC, State of Florida at Large

Dorothy Infantino

My Commission Expires:



* * * * *

**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 ITB #18-005
Dock Repair and Piling Replacement - D Dock - Key West Historic Seaport

2. This sworn statement is submitted by Florida Dredge & Dock LLC
(name of entity submitting sworn statement)

whose business address is 1040 Island Ave
Tarpon Springs, FL 34689

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-5477741

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

signing this sworn statement _____)

3. My name is William D. Fletcher
(please print name of individual signing)

and my relationship to the entity named above is Manager

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

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 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).

X 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.)

William D Fletcher
(signature)

9/5/2018
(date)

STATE OF Florida

COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

William D. Fletcher

(name of individual signing)

Who, after first being sworn by me, affixed his/her

signature in the space provided above on this 5th day of September, 2018.

My commission expires:



Dorothy Infantino
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: 1040 Island Ave. Tarpon Springs, FL 34689

Address

William D. Fletcher

Signature

William D. Fletcher

Print Name

Manager

Title

DATE: 9/5/2018

SEAL:



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Pinellas)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

Florida Dredge & Dock 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 Code of Ordinances Sec. 2-799.

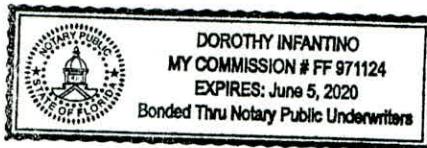
By: _____

Sworn and subscribed before me this 5th day of September 20 18.

NOTARY PUBLIC, State of Florida at Large

Dorothy Infantino

My Commission Expires:



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Pinellas)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Florida Dredge & Dock LLC have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: Walt D. Hoo .

Sworn and subscribed before me this

5th day of September, 2018.

Dorothy Infantino

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

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

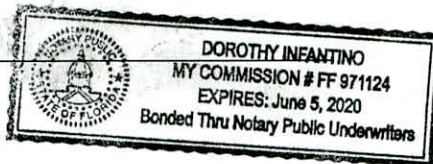
By W. D. Hoo .

Sworn and subscribed before me this

5th day of September, 2018.

Dorothy Infantino
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

Required Forms

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 ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Subcontractors are named as indicated in the Bid. ☒
6. Experience record included. ☒
7. Bid signed by authorized officer. ☒
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. ☒
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☒
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification ☒
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification;
Non-Collusion Affidavit; Proof of Required Insurance

* * * * *