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 add	litional information on this Proposal:
Company Name: Key Honey	Contracting, LLC
Contact Name & Telephone #:	Carey Hirsch 701-621-1151
Email Address: carey@keyl	noney.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.

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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.

APPROVED PROCESS INSTRUMENTATION CONTROL CONTRACTOR

The state of the s	TO LOAS
The Bidder acknowledges that the PIC Contractors listed below are the approved for work under this Contract:	only PIC Contractors
 C & C Controls Newport Integration HTS Controls 	
BASE BID	
1. Mobilization and Demobilization (In no case shall the amount bid for the Total Base Bid Amount. Should the amount entered for this item reduce it to the maximum allowed amount to determine the correct T	exceed 5 percent, Owner will
1 LS	\$ 110,000.00
2. Pump Station C and E Rehabilitating	
l LS	\$_1,911,120.00
3. Pump Station D Manhole Replacement and Manhole Ring and C	Cover Replacement
1 LS	\$_160.926.00
4. <u>Unforeseen Conditions Allowance</u> (only to be used with Owner's value Permit and Art in Public Places Fees to be paid for through allowance)	
I LS	\$30,000.00
TOTAL OF BASE BID ITEMS 1 THROUGH 4 LISTED ABOVE:	
Total of Base Bid Lump Sum Items 1 - 4	\$_2,212,046.00

PROPOSAL CONTINUES ON NEXT PAGE

Two Million Two Hundred Twelve Thousand Forty-Five Dollars & Zero Cents

(amount written in words)

BID ADDITIVE ALTERNATE NO. 1

Item No.	Description	Unit	Unit Cost
I	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 f Sum Base Bid. (Use additional sheets if necessary.)	orces and the estimated percent of the Total Lump
Bypass Pumping	Valve Replacement
Lift Station Work	Force Main Work
Restoration	
60%	

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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 To	tal Base Bid
5680 1st Ave	Key West	Florida	33040
Street	City	State	Zip
Giannetti Contracting			
Name			
Underground		8%	
Trade		Percent of To	tal Base Bid
1801 NW 18th St	Pompano Beach		
Street	City	State	Zip
Name			
Trade		Percent of To	tal Base Bid
Street	City	State	, Zip
Name			
Trade		Percent of To	tal Base Bid
Street	City	State	Zip
Name	<u>,,</u>		· · · · · · · · · · · · · · · · · · ·
Trade		Percent of To	tal Base Bid
Street	City	State	Zip

EXPERIENCE OF BIDDER

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- 2016 Islamorada Sewer Project/Layne 2.29 Million
 Low Pressure Grinder Installs, neighborhood gravity sewer, IP Force Main
 Owner, Village of Islamorada, Greg Tindle 30S-664-6451
- 2016 Cudjoe Regional Sewer/Giannetti 1A3 Million
 Low Pressure Grinder Installs, FKAA Cudjoe Office; Giannetti, Richie Gibbs 772-473-9565
- 2017 Cudjoe Regional Sewer/Layne 2.36 Million
 Low Pressure Grinder Installs, FKAA Cudjoe Office; Reynolds, Wes Self 205-447-8787
- 2018 FKAA 4067-16, Mid Torch and CWS 2.9 Million
 Low Pressure Grinder Installs, Lift Station, FKAA Cudjoe Office, Stephanie Bruno
- 2018 FKAA 4068-17, No Name Key
 Low Pressure Grinder Installs, Lift Station, IP Force Main, FKAA Cudjoe Office, Stephanie
 Bruno
- 2019 FKAA 4075-18, Cudjoe Regional CWS 3.1 Million
 Low Pressure Grinder Installs, FKAA Cudjoe Office, Stephanie Bruno

Richard Gibbs, III 4131 NE 24th 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

Chief Executive Officer/President

Giannetti Contracting Corp. 1995 - Present

Chief Operating Officer/ President / Treasurer

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:

OSHAQualified Person

SURETY

Old Republic Surety Company			_ whose address is
445 S Moorland Road Street	, <u>Brookfield</u> City	, Wisconsin, State	53005 Zip
<u>BIDDER</u>			
The name of the Bidder submitting this Pro	posal is		
Key Honey Contracting, LLC			_doing business at
1934 No Name Dr Street	Big Pine Key City	Florida State	. 33043 Zip
which is the address to which all communic shall be sent. The names of the principal officers of the c or of all persons interested in this Proposal	orporation submitting t	his Proposal, o	
Richard Gibbs III			
		·, ··	
		·	

FLORIDA BID BOND

	BOND NO	N/A
	AMOUNT: \$_	5% of amount bid
KNOW ALL MEN BY THESE PRESENTS, that	Кеу Нопеу Сог	ntracting, LLC
89240 Overseas Hwy., Ste. 6, Tavernier, FL 330	70	
hereinafter called the Contractor (Principal), and	Old Republic St	urety Company
445 S. Moorland Road, Brookfield, WI 53005		
a corporation duly organized and existing under an Florida, hereinafter called the Surety, and authorize Florida, as Surety, are held and firmly bound unto '(Obligee), in the sum of: FIVE PERCENT OF A	ed to transact bus The City of Key	siness within the State of
	\$ 5%), for the
payment for which we bind ourselves, our heirs, exassigns, jointly and severally, firmly by these prese	ecutors, adminis	
THE CONDITION OF THIS BOND IS SUCH TH	AT:	
WHEREAS, the Principal is herewith submitting h Pump Stations Rehabilitation Phase 2: C, E, and D Proposal, by reference thereto, being hereby made	Manhole, Key V	
WHEREAS, the Principal contemplates submitting the furnishing of all labor, materials (except those t equipment, machinery, tools, apparatus, means of t	to be specifically	furnished by the Owner),

the work covered in the Proposal and the detailed Drawings and Specifications, entitled.

PUMP STATIONS H AND B REHABILITATING; PUMP STATION A GENERATOR REPLACEMENT

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 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 awarded base bid, satisfactory to the Owner, 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 12th day of	June	<u>, 20 19</u> .	CONTRACTOR
	K	ey Honey Contracting, LLC	
	Pri	ncipal	SHAT
	Ву	: With	<u> </u>
	OI	d Republic Surety Company	Walter OF VALUE OF
	Sur	rety /	The same of the sa
	By	: \ Mw	
	Ang	elo G. Zervos Attorney-In-Fact	
STATE OF Florida: S)	U	
COUNTY OF Monroe)		



POWER OF ATTORNEY

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:

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.

ffixed this 15TH day of APRIL, 2019. Assistant Secretary	SEAL S	OLD REPUBLIC SURE	TY COMPANY
STATE OF WISCONSIN, COUNTY OF WAUKESHA-S	S	President	
On this day ofAPRIL, 2019	, personally came before me,	Alan Pavlic	and
I E Ch 4- h	a the individuals and officers of the OLD	REPUBLIC SURETY COMPAN	Y who executed the abo
Jane E Cherney, to me known to b	c the marviduals and officers of the OLD		
instrument, and they each acknowledged the execution of the sai corporation aforesaid, and that the seal affixed to the above instr were duly affixed and subscribed to the said instrument by the a	me, and being by me duly sworn, did seve rument is the seal of the corporation, and t	rally depose and say; that they are that said corporate seal and their si	e the said officers of the
instrument, and they each acknowledged the execution of the sac corporation aforesaid, and that the seal affixed to the above instr	me, and being by me duly sworn, did seve rument is the seal of the corporation, and t	rally depose and say; that they are that said corporate seal and their si	e the said officers of the
instrument, and they each acknowledged the execution of the sac corporation aforesaid, and that the seal affixed to the above instr	me, and being by me duly sworn, did severument is the seal of the corporation, and the uthority of the board of directors of said corporation.	rally depose and say; that they are that said corporate seal and their si proporation. Kathar Notary Pul	e the said officers of the

100

46-5195

Signed and sealed at the City of Brookfield, WI this 124 day of J

Jan ? Merry

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: OUT

Sworn and subscribed before me this 12th day of 4019.

NOTARY PUBLIC, State of Poricleat Large

My Commission Expires:

LISA MARIE CHERRY
Notary Public - State of Florida
Commission # GG 267747
My Comm. Expires Oct 15, 2022
Bonded through National Notary Assn.

Lisa M. Cheny

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 OFF Richard Gibbs III Title President Attest Q D Night

ANTI - KICKBACK AFFIDAVIT

STATE OF) : SS
COUNTY OF)
paid to any employees of the City of	n, depose and say that no portion of the sum herein bid will be Key West as a commission, kickback, reward or gift, directly of my firm or by an officer of the corporation.
By: OUTIL	Richard Gibbs III
Sworn and subscribed before me this	s_27th_day of July, 2019.
NOTARY PUBLIC, State of	ovida at Large
My Commission Expires:	
LISA MARIE CHERRY Notary Public - State of Florida Commission # GG 267747 My Comm. Expires Oct 15, 2022 Bonded through National Notary Assn.	

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 # 19-022Pump 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.

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- 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).

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	ng concer	ning the cor	rviction	before a he	earing of	`the
State o	f Florida	, Divisio	on of Adn	ninistrativ	e Hearings.	The fir	nal order er	itered by	the
hearing	g officer	did not	place th	e person	or affiliate	on the	convicted	vendor	list.
(Please	e attach a	copy of	f 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.)

a since
(signature) 7-17-19
(date)
STATE OF Plorida
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 17 day of July, 20.
My commission expires: Han M Chery NOTARY PUBLIC
LISA MARIE CHERRY Notary Public - State of Florida

Commission # GG 267747

My Comm. Expires Oct 15, 2022

Bonded through National Notary Assn.

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
	1934 No Name Dr. Big Pine Key, FL 33043 Address
	OJJU Signature
	Richard Gibbs III Print Name
	President Title
	7-17-19 Date

SEAL:

the

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

COUNTY OF Monroe) : SS)	
I, the undersigned, hereby duly swo Key Honey Contracting, LLC provide same basis as it provides benefits to Sec. 2-799.	s benefits to domestic partne	rs of its employees on the
_ OJI	Ву:	Richard Gibbs III
Sworn and subscribed before me thi	s	
Rua of July Rua M C NOTARY PUBLIC, State of Flo	, 20 19 heur prida at Large	
My Commission Expires:	LISA MARIE CHERRY Notary Public - State of Florida Commission # GG 267747 My Comm. Expires Oct 15, 2022 Bonded through National Notary Assn.	

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.
 - X 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 Addre (P.O. Box numbers n	ss:nay not be used to establish status)	Fax:	
Length of time at this	s address:	Date:	<u> </u>
Signature of Author	ized Representative		
STATE OF	COUNTY OF		

707158A.GN1

(Name of officer or agent, title of officer or agent)	
	(Name of corporation acknowledging)
or has produced identification	as identification
(Type of identifie	cation)
	Signature of Notary

CONE OF SILENCE AFFIDAVIT

STATE OF Forial)
COUNTY OF Mancoe : SS
COONTI OF WORTH OF
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).
D AN
(signature)
7-17-19 (date)
Sworn and subscribed before me this
Day of July , 20 19.
has m. Church
NOTARY PUBLIC, State of
My Commission Expires: LISA MARIE CHERRY Notary Public - State of Florida Commission # GG 267747 My Comm. Expires Oct 15, 2022 Bonded through National Notary Assn.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

	is Contract,	prejudice to any rights of the Owner or Contractor under this Contract.	_	\$0.00			NET CHANGES by Change Order	NET CHANGE
	payment are without	tractor named herein. Issuance, payment and acceptance of payment are without		\$0.00	\$0.00	IOIALO	S by Change Order	NET CHANCE
the Con-	IED is payable only to	I'lls Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Con-		9000	60.00	TOTALO	miorar cum	rom approved till strong
	It.	Date:	By:				this Month	Total approved this Month
			Engineer				pproved in	Total changes approved in
				DEDUCTIONS	ADDITIONS		CHANGE ORDER SUMMARY	CHANGE ORI
	ite:	Date:	By:					
		icer	Engineer		\$2,212,046.00		Line 6)	(Line 3 less Line 6)
	hat are changed to	all figures on this Application and on Continuation Sheet that are changed to conform to the amount certified.)	all fig confo		36	BALANCE TO FINISH, INCLUDING RETAINAGE	TO FINISH, INC	9. BALANCE
40.00	ers from the amount applied for. Initia	(Attach explanation if amount certified differs from the amount applied for. Initial		\$0.00			CURRENT PAYMENT DUE	8. CURRENT
* 000		AMOUNT CERTIFIED	AMO	en I			(Line 6 from prior Certificate)	(Line 6 from
		is entitled to payment of the AMOUNT CERTIFIED.	is ent		NT	LESS PREVIOUS CERTIFICATES FOR PAYMENT	VIOUS CERTIFIC	7. LESS PRE
xd, the ctor	progressed as indicate uments and the Contrac	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	Engir qualit				(Line 4 less Line 5 Total)	(Line 4 less
e data the	ite observations and the wner that to the best of	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		\$0.00			TOTAL EARNED LESS RETAINAGE:	6. TOTAL EA
*			1 ~	\$0.00			Total in Column I of G703)	Total in Col
- Marie	EOR PAYMENT NOTARY ASSN.	C.E.I.'S CERTIFICATE FOR PAYM	C.E			Ħ	Total Retainage (Line 5a + 5b or	Total Retain
	My Comm. Expires Oct 15, 2022	10 10 10 M					(Column F on G703)	(Co
01.	Commission # GC 267747	on expires:	МуС		\$0.00	rial .	10% of Stored Material	b. 10
1 800 Y	LISA MARIE CHERRY	Notary Public LISA	Notar	•	***************************************	03)	(Columns D + E on G703)	
8	2019	is May of July	me this		\$0.00	Vork	AGE: 10% of Completed Work	5. RETAINAGE:
		and sworn to	Subso				,	
		of: Florida tv of: Monroe	State of:	5			TOTAL COMPLETED & STORED TO DATE (Column G on G703)	4. TOTAL COMPLET (Column G on G703)
		Richard Gibbs III	1					
	Date: 7-17-19	00 dk) By:	\$2,212,046.00			3. CONTRACT SUM TO DATE (Line 1 + 2)	3. CONTRAC
		CONTRACTOR: Key Honey Contracting, LLC		\$0.00			2. Net change by Change Orders	2. Net change
ue.	shown herein is now du	ments received from the Owner, and that current payment shown herein is now due	1	\$ 2,212,046.00			1. ORIGINAL CONTRACT SUM	1. ORIGINA
he pay-	nts have been paid by to yment were issued and	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 pay-	In acc Cont			Communication officer, AIA Document O 703, is attached.	alleed VIV Documen	Continuation
mpleted	r Payment has been cor	mation and belief the work covered by this Application for Payment has been completed	matic	III act	mechon with the Co	Oppireator is made to payment, as shown below, in confiection with the Confiection	hat MA Danient,	Continuation S
e, infor-	Contractor's knowledg	The undersigned Contractor certifies that to the best of the Contractor's knowledge, infor-	The I	ENT	FOR PAYM	CONTRACTOR'S APPLICATION FOR PAYMENT	ACTOR'S A	CONTRA
		CONTRACT DATE:	Miami, Fl. 33146			FI. 33043	Big Pine Key, Fl. 33043	
CONTRACTOR	19-022	te 700 PROJECT NOS.:	3150 SW 38th Ave., Suite 700			ne Dr.	1934 No Name Dr	
C.E.I	10/31/2019		D: CH2M	ENGINEER OF RECORD: CH2M	EN	Key Honey Contracting, LLC	Key Honey C	FROM:
1 Distribution to:	1 Di	APPLICATION NO.: PERIOD FROM:				33040	Key West, Fl. 33040	
		PROJECT: Pump Stations Rehabilitation Phase 2 C, E, and D Manhole	T: Pump Stations Rehabi	PROJEC		/est n St.	City of Key West 604 Simonton St.	TO OWNER:

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's speed Certification, is attacked.

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