

**Bid Tabulation Packet
for
Solicitation ITBC 2024-038**

Beach Access Improvements Project (24-008)

Bid Designation: Public



City of Delray Beach

Bid #ITBC 2024-038 - Beach Access Improvements Project (24-008)Creation Date **Jun 10, 2024**End Date **Oct 2, 2024 2:00:00 PM EDT**Start Date **Aug 29, 2024 3:35:38 PM EDT**Awarded Date **Not Yet Awarded**

ITBC 2024-038--01-01 Site Mobilization/Demobilization, Bonds, and Insurance					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$24,805.00	1 / lump sum	\$24,805.00	Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$59,000.00	1 / lump sum	\$59,000.00	Y	
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-02 Maintenance of Traffic					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$12,402.00	1 / lump sum	\$12,402.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$125,000.00	1 / lump sum	\$125,000.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-03 Cleaning of Sand and Any Weeds Overgrown in Project Area					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$8,885.00	1 / lump sum	\$8,885.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$52,000.00	1 / lump sum	\$52,000.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-04 Furnish and Install Precast Concrete Benches - Beach Access Location 1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$12,017.00	1 / each	\$12,017.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,395.00	1 / each	\$21,395.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-05 Furnish and Install Precast Concrete Benches - Beach Access Location 2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,249.00	1 / each	\$11,249.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,050.00	1 / each	\$21,050.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-06 Furnish and Install Precast Concrete Benches - Beach Access Location 3					

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,761.00	1 / each	\$11,761.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,300.00	1 / each	\$21,300.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-07 Furnish and Install Precast Concrete Benches - Beach Access Location 4					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,945.00	1 / each	\$11,945.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,250.00	1 / each	\$21,250.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-08 Furnish and Install Precast Concrete Benches - Beach Access Location 5					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$12,017.00	1 / each	\$12,017.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,400.00	1 / each	\$21,400.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-09 Furnish and Install Precast Concrete Benches - Beach Access Location 6					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,817.00	1 / each	\$11,817.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,220.00	1 / each	\$21,220.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-10 Furnish and Install Precast Concrete Benches - Beach Access Location 7					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,761.00	1 / each	\$11,761.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,300.00	1 / each	\$21,300.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-11 Furnish and Install Precast Concrete Benches - Beach Access Location 8					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$14,065.00	1 / each	\$14,065.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$22,470.00	1 / each	\$22,470.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-12 Furnish and Install Precast Concrete Benches - Beach Access Location 9

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,761.00	1 / each	\$11,761.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$22,250.00	1 / each	\$22,250.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-13 Furnish and Install Precast Concrete Benches - Beach Access Location 10

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$10,864.00	1 / each	\$10,864.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$20,800.00	1 / each	\$20,800.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-14 Furnish and Install Precast Concrete Benches - Beach Access Location 11

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,377.00	1 / each	\$11,377.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,050.00	1 / each	\$21,050.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-15 Furnish and Install Precast Concrete Benches - Beach Access Location 12

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,377.00	1 / each	\$11,377.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,070.00	1 / each	\$21,070.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-16 Furnish and Install Precast Concrete Benches - Beach Access Location 13

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$13,937.00	1 / each	\$13,937.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$22,400.00	1 / each	\$22,400.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-17 Furnish and Install Precast Concrete Benches - Beach Access Location 14





Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$12,272.00	1 / each	\$12,272.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,550.00	1 / each	\$21,550.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-18 Furnish and Install Precast Concrete Benches - Beach Access Location 15					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$12,272.00	1 / each	\$12,272.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,550.00	1 / each	\$21,550.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-19 Furnish and Install Precast Concrete Benches - Beach Access Location 16					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$10,736.00	1 / each	\$10,736.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$20,750.00	1 / each	\$20,750.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

ITBC 2024-038--01-20 Furnish and Install Precast Concrete Benches - Beach Access Location 17					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MBR CONSTRUCTION, INC.	First Offer - \$11,249.00	1 / each	\$11,249.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Key Honey Contracting	First Offer - \$21,000.00	1 / each	\$21,000.00		
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

f MBR CONSTRUCTION, INC.		\$248,569.00 (20/20 items)	
Bid Contact	Ron Boss rboss@mbrconstruction.com Ph 954-486-8404 Fax 954-486-9579	Address	1020 NW 51st Street FORT LAUDERDALE, FL 33309
Bid Bond	 (Status: This bid bond could not be verified)		
Bid Notes	Proposal uploaded to Item 1		
Agency Notes:		Supplier Notes: Proposal uploaded to Item 1	Head Attch: 
Bid Allowance			\$11,010.00
f Key Honey Contracting		\$599,805.00 (20/20 items)	
Bid Contact	Carey Hirsch carey@keyhoney.com Ph 701-621-1151	Address	240 sw 12th Ave #2 Pompano Beach, FL 33069
Bid Bond	 (Status: This bid bond could not be verified)		
Bid Notes	Original Bid Bond is being hand delivered today. Our Bid Package is attached in ITBC 2024-038--01-01 line item.		
Agency Notes:		Supplier Notes: Original Bid Bond is being hand delivered	Head Attch: 


		today. Our Bid Package is attached in ITBC 2024-038--01-01 line item.
Bid Allowance		\$11,010.00

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MBR CONSTRUCTION, INC.

Bid Contact **Ron Boss**
rboss@mbconstruction.com
Ph 954-486-8404
Fax 954-486-9579

Address **1020 NW 51st Street**
FORT LAUDERDALE, FL 33309

Bid Bond  (Status: This bid bond could not be verified)

Bid Notes **Proposal uploaded to Item 1**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
ITBC 2024-038--01-01	Site Mobilization/Demobilization, Bonds, and Insurance	Supplier Product Code:	First Offer - \$24,805.00	1 / lump sum	\$24,805.00 Y
ITBC 2024-038--01-02	Maintenance of Traffic	Supplier Product Code:	First Offer - \$12,402.00	1 / lump sum	\$12,402.00
ITBC 2024-038--01-03	Cleaning of Sand and Any Weeds Overgrown in Project Area	Supplier Product Code:	First Offer - \$8,885.00	1 / lump sum	\$8,885.00
ITBC 2024-038--01-04	Furnish and Install Precast Concrete Benches - Beach Access Location 1	Supplier Product Code:	First Offer - \$12,017.00	1 / each	\$12,017.00
ITBC 2024-038--01-05	Furnish and Install Precast Concrete Benches - Beach Access Location 2	Supplier Product Code:	First Offer - \$11,249.00	1 / each	\$11,249.00
ITBC 2024-038--01-06	Furnish and Install Precast Concrete Benches - Beach Access Location 3	Supplier Product Code:	First Offer - \$11,761.00	1 / each	\$11,761.00
ITBC 2024-038--01-07	Furnish and Install Precast Concrete Benches - Beach Access Location 4	Supplier Product Code:	First Offer - \$11,945.00	1 / each	\$11,945.00
ITBC 2024-038--01-08	Furnish and Install Precast Concrete Benches - Beach Access Location 5	Supplier Product Code:	First Offer - \$12,017.00	1 / each	\$12,017.00
ITBC 2024-038--01-09	Furnish and Install Precast Concrete Benches - Beach Access Location 6	Supplier Product Code:	First Offer - \$11,817.00	1 / each	\$11,817.00
ITBC 2024-038--01-10	Furnish and Install Precast	Supplier	First Offer - \$11,761.00	1 / each	\$11,761.00

Concrete Benches - Beach
Access Location 7**Product
Code:**

ITBC 2024-038--01-11	Furnish and Install Precast Concrete Benches - Beach Access Location 8	Supplier Product Code:	First Offer - \$14,065.00	1 / each	\$14,065.00
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ITBC 2024-038--01-12	Furnish and Install Precast Concrete Benches - Beach Access Location 9	Supplier Product Code:	First Offer - \$11,761.00	1 / each	\$11,761.00
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ITBC 2024-038--01-13	Furnish and Install Precast Concrete Benches - Beach Access Location 10	Supplier Product Code:	First Offer - \$10,864.00	1 / each	\$10,864.00
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ITBC 2024-038--01-14	Furnish and Install Precast Concrete Benches - Beach Access Location 11	Supplier Product Code:	First Offer - \$11,377.00	1 / each	\$11,377.00
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ITBC 2024-038--01-15	Furnish and Install Precast Concrete Benches - Beach Access Location 12	Supplier Product Code:	First Offer - \$11,377.00	1 / each	\$11,377.00
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ITBC 2024-038--01-16	Furnish and Install Precast Concrete Benches - Beach Access Location 13	Supplier Product Code:	First Offer - \$13,937.00	1 / each	\$13,937.00
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ITBC 2024-038--01-17	Furnish and Install Precast Concrete Benches - Beach Access Location 14	Supplier Product Code:	First Offer - \$12,272.00	1 / each	\$12,272.00
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ITBC 2024-038--01-18	Furnish and Install Precast Concrete Benches - Beach Access Location 15	Supplier Product Code:	First Offer - \$12,272.00	1 / each	\$12,272.00
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ITBC 2024-038--01-19	Furnish and Install Precast Concrete Benches - Beach Access Location 16	Supplier Product Code:	First Offer - \$10,736.00	1 / each	\$10,736.00
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ITBC 2024-038--01-20	Furnish and Install Precast Concrete Benches - Beach Access Location 17	Supplier Product Code:	First Offer - \$11,249.00	1 / each	\$11,249.00
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Bid Allowance	\$11,010.00
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Supplier Total	\$248,569.00
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Bid Bond from

Surety

Bid Bond Number

Bond Type

Bond Form

Bid Date

Bid ID

Security Percent %

Job Description

Agency ID

Name

Address , , ,

Phone

Contact Name

Bond Status

Execution Date

Contractor ID

Name

Contractor Tax ID

Assigned Contractor ID

Address , , ,

Phone

Name

Address , , ,

Surety ID

Name

NAIC Number

State of Incorporation

Contact

Address , , ,
Phone
Terror Rider

MBR CONSTRUCTION, INC.Item: **Site Mobilization/Demobilization, Bonds, and Insurance****Attachments**

24DB02 Proposal - Beach Access - FINAL.pdf

SECTION 6: SOLICITATION SUMMARY

The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITBC No. 2024-038

Title: **Beach Access Improvements**

Project Number: 24-008


Due Date and Time: October 2, 2024 @ 2:00 P.M., (LOCAL TIME)

Name of Bidder: MBR Construction, Inc

Address: 1020 NW 51st Street, Fort Lauderdale, FL 33309

Contact Person: Michael R Boss

Total Bid Amount: \$ -- 248,569.00 --

Authorized Signature: 

Date: 10/2/2024

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

END OF SECTION 6

SECTION 2: PROPOSAL

Proposal of MBR Construction, Inc

(Contractor)

1020 NW 51st Street, Fort Lauderdale, FL 33309

(Address)

to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

ITBC NO.: 2024-038
Beach Access Improvements
PROJECT NO.: 24-008

To: Purchasing and Contract Administration Division
City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and deliver to the CITY the Agreement and submit the Contract Security, Insurance Certificates and other documents required by the Contract Documents within fifteen (15) days after the date of OWNER'S Notice of Intent to Award. If Bidder fails to sign the Agreement and deliver the Agreement to the CITY accompanied by the required security, insurance certificates and other documents within the time specified, the CITY has the authority to rescind the bid award and retain the bid security which **shall** be forfeited as liquidated damages.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Contract Documents and of the following addenda:

Number	Date	Number	Date
1	9/13/2024	N/A	
N/A		N/A	
N/A		N/A	

☒ Attached Bid Security in the amount of five percent (5%) of the Bidders maximum bid price

☒ Acknowledgement of all addendums

receipt of all of which is hereby acknowledged and also copies of the Advertisement for Bids and the Instructions to Bidders;

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. **Bidder warrants and represents that there are no defects, errors or inconsistencies in the plans, specifications or any of the Contract Documents and that the actual site conditions comport to the conditions set forth therein.**
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY; no City official nor any City employee has a direct or indirect interest in said bid, in the supplies or work to which it relates, to any person associated with the firm performing the work, or to the profits resulting from the work.

[remainder of page intentionally left blank]

4. Bidder agrees that the Work will be substantially completed within **one hundred and seventy (170)** calendar days from the date of the issuance of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions within **thirty (30) calendar days** from the date of Substantial Completion.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

5. The undersigned agrees as follows:

Accompanying this Proposal is a certified check, cashier's check or bid bond, in the amount of **five percent (5%)** of total Bid Price, meeting the requirements of the Contract Documents for **\$--5% of Bid Amount--** payable to the City of Delray Beach which is to be forfeited if, in the event that this Proposal is accepted, the undersigned **shall** fail to execute the contract and furnish satisfactory Contract Security and furnish insurance certificates under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.

6. Communications concerning this Bid **shall** be addressed to the Bidder as indicated below.

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on 10/2/2024
(date)

If a Corporation

Signature of Bidder

By: 

Print Name: Michael R Boss, President

Corporate Seal



Address of Bidder: 1020 NW 51st St, Fort Lauderdale, FL 33309

Incorporated under the laws of the State of Florida.

If an Individual, Partnership, or Non-Incorporated Organization

Signature of Bidder

By: _____

Print Name: _____

Address of Bidder:

Certificate of Competency number _____

The names of the corporate officers, or partners, or individuals doing business under trade name, is as follows:

Signature of Bidder

By: _____

Print Name: _____

Title: _____

Business Address: _____

Incorporated under the laws of the State of _____

CERTIFICATE
(If a Corporation)

STATE OF Florida)
) SS
COUNTY OF Broward)

I HEREBY CERTIFY that a meeting of the Board of Directors of MBR Construction, Inc,
a Corporation under the laws of the State of Florida held on October 2, 2024 the
following resolution was duly passed and adopted:

"RESOLVED, that Michael R Boss, as President of the
Corporation, be and he is hereby authorized to execute the Proposal dated
October 2, 2024, between the City of Delray Beach, Florida and this Corporation,
and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal
affixed, **shall** be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of October, 2024.

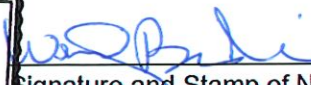
By: 

Print Name: Michael R Boss

Title: President

Subscribed and sworn to before me this 1 day of Oct, 2024.




Signature and Stamp of Notary Public

My Commission Expires:

CERTIFICATE
(If a Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the partners of _____, a
Partnership under the laws of the State of _____ held on _____, 20__ the
following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the
Partnership, be and he is hereby authorized to execute the Proposal dated _____,
20__, between the City of Delray Beach, Florida and this Partnership, and that this execution
thereof, attested by the _____ of the Partnership be the official act and deed
of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__.

By: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Signature and Stamp of Notary Public

My Commission Expires:

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers **must** disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers **must** disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

 X


To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

MBR Construction, Inc

Firm Name


Signature

Michael R Boss, President

Name and Title (Print or Type)

10/2/2024

Date

[remainder of page intentionally left blank]

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposal on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

MBR Construction, Inc

Firm Name

Signature

Michael R Boss, President

Name and Title (Print or Type)

10/2/2024

Date

[remainder of page intentionally left blank]

NOTIFICATION OF PUBLIC RECORDS LAW**Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1ST AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM

Acknowledged:

MBR Construction, Inc

Firm Name

Signature

Michael R Boss, President

Name and Title (Print or Type)

10/2/2024

Date

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DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference **shall** be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program **shall** be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business **shall**:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidders Signature

Michael R Boss
(Print or type)

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NON-COLLUSIVE AFFIDAVIT

STATE OF Florida)
) SS
COUNTY OF Broward)

Michael R Boss being first duly sworn, deposes and says that:

- (1) He is the President,
(Owner, Partner, Officer, Representative or Agent)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- (5) The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.


By: 

Print Name: Michael R Boss

Title: President

Subscribed and sworn to before me this 1 day of Oct, 2024.




Signature and Stamp of Notary Public

My Commission Expires:

TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: Michael R Boss

Title: President

Date: 10/2/2024

Signature: 

[remainder of page intentionally left blank]

SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies **must** complete and return this form with its response.

Company: MBR Construcion, Inc FID or EIN No.: 65-0373938

Address: 1020 NW 51st Street

City: Fort Lauderdale State: FL Zip: 33309

I, Michael R Boss, as a representative of MBR Construction, Inc
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Name: Michael R Boss

Title: President

Date: 10/2/2024

Signature: 

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TRENCH SAFETY ACT
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, **shall** be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

<u>Method of Compliance</u>	<u>Cost</u>
All Required	\$100/LF


Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the City and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

Name: Michael R Boss

Title: President

Date: 10/2/2024

Signature: 

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CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods and/or services (herein referred to as "the Articles" described on the front side herein). The Buyer's offer to the Seller and the Seller's acknowledgment to the Buyer **shall** constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer **shall** constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise. In the event of a conflict, Buyer's terms and conditions prevail.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Articles **shall** be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles **shall** conform to specifications, drawing, and description and **shall** be free from defects in materials and workmanship. Seller also warrants that the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law **shall** run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY AND INSURANCE:** (a) Seller **shall** defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractor's) work or performance hereunder and **shall** procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer **shall** reasonably request of Seller. Seller **shall** on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits. (b) Seller **shall** defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller **shall** defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof. (b) Buyer may terminate this order in whole or in part, at any time for its convenience, by noticing to Seller in writing. On receipt by Seller of such notice, Seller **shall**, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim **must** be submitted to Buyer within sixty (60) days after the effective date of the termination. (c) Any termination by Buyer, whether for default or otherwise, **shall** be without prejudice to any claims for damages or other rights of Buyer against Seller. (d) Buyer **shall** have the right to audit all elements of any termination claim and Seller **shall** make available to Buyer on request all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder **shall** be controlled and governed by the law of the State of Florida, and the venue **shall** be in Palm Beach County, Florida.


7. **GENERAL:** All warranties **shall** be construed as conditions as well as warranties. No waiver of a breach or any provision of this order **shall** constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order **shall** be valid or binding unless approved by Buyer in writing. This order **shall** constitute the entire agreement between the parties. The Seller expressly agreed that any terms or conditions contained on any form or agreement other than this agreement, unless specifically agreed to otherwise by Seller and Buyer, which are not in full accord with the above stated agreement and its terms, **shall** be null and void.
8. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods **shall** be borne by the Seller at all times until delivery to the control of the Buyer, which **shall** be the point at which the Buyer actually receives the goods for use and has accepted such.
9. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision, any time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City **must** promptly object to the manner of performance.)
10. **PAST PRACTICES:** The previous customs and practices of the parties hereto **shall** not be deemed a waiver or modification of the terms hereof.
11. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect **shall** not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
12. **PLACE OF DELIVERY:** The goods **shall** be delivered to the City of Delray Beach, Florida, at address as stated on front.
13. **INSPECTION GOODS:** The Buyer **shall** have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance **shall** be made by the appropriate user department. The expense of inspection **shall** be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection **shall** be made within fourteen (14) calendar days of the delivery of goods.
14. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause **shall** be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery **shall** not be deemed waived by the provisions herein, and, provided further, that this provision **shall** not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
15. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance **shall** constitute a modification to the terms of this agreement which **shall** effect a warranty of fitness for a particular purpose.

16. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
17. **TAX EXEMPTION:** The City of Delray Beach is exempt from Federal Excise Taxes. Where tax applies invoice **must** show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.

Name: Michael R Boss

Title: President

Date: 10/2/2024

Signature: 


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CONE OF SILENCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this ITBC, which provides as follows:

- (a) **Cone of silence** means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
 - (1) Any person or person's representative seeking an award from such competitive solicitation; and
 - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative **shall** include but not be limited to the person's employee, partner, officer, director, CONSULTANT, lobbyist, or any actual or potential subcontractor or CONSULTANT of the person.
- (c) Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the cone of silence. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and **shall** remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation **shall** provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article **shall** not apply to oral communications at any public proceeding, including prebid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence **shall** not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence **shall** not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence **shall** terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section **shall** render the transaction voidable.

Contractor's Name: MBR Construction, Inc
Michael R Boss

Signature: 
Date: 10/2/2024

PROVIDED VIA SURETY 2000

City of Delray Beach
ITBC No. 2024-038
Project No. 24-008
Beach Access Improvements

BID BOND

STATE OF _____)
) SS
COUNTY OF _____)

KNOW ALL MY BY THESE PRESENTS that _____ as Principal, and
_____ as surety, are held and firmly bound unto the City of Delray

Beach, Florida, hereinafter called the City in the penal sum of _____ dollars (\$) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, for project titled:

ITBC NO.: 2024-038
Beach Access Improvements
PROJECT NO.: 24-008

NOW, THEREFORE,

- (a) It is a condition precedent to the submission of said bid that a certified check, cashiers check or bid bond in the amount of **five percent (5%)** of the base bid be submitted with said bid as a guarantee that Bidder would, if awarded the contract, enter into a written contract with the CITY for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.
- (b) If the Principal **shall** not withdraw said bond within one hundred and twenty (120) days after date of the same, and **shall** within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation **shall** be void and of no effect, otherwise the sum herein stated **shall** be due and payable to the CITY and the surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals,

this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

I _____ (person), on behalf of
_____ (surety)

_____ (surety company) have read

and examined the Performance and Payment Bonds attached to Bid No. _____.

Signature

Date

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses required. If Corporation, Secretary Only will attest and affix seal.

WITNESSES:

Print Name: _____

Print Name: _____

PRINCIPAL

(firm name)

By: _____
(Signature of Authorized Officer)

(affix Seal)

Print Name: _____

Title: _____

Business Address: _____

WITNESSES:

Print Name: _____

Print Name: _____

SURETY

(firm name)

By: _____
(Signature of Authorized Officer)

(affix Seal)

Print Name: _____

Title: _____

Business Address: _____

Name of Local Insurance Agency _____

INFORMATION REQUIRED OF BIDDER

BIDDER'S GENERAL INFORMATION:

Bidder **shall** furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets **shall** be attached as required.

- (1) CONTRACTOR'S name and address:

MBR Construction, Inc
1020 NW 51st Street, Fort Lauderdale, FL 33309

- (2) CONTRACTOR'S telephone number: 954-486-8404

- (3) Number of years as a CONTRACTOR in this type of work: 31

- (4) Names and titles of all officers of CONTRACTOR'S firm:

Michael R Boss, President
Wendy Cole-Broccoli, Secretary/Treasurer

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Liberty Mutual Surety 3011 Sutton Gate Dr #300, Suwanee, GA 30024 - 678-417-3379
Agent Brown & Brown 1201 W Cypress Creek Rd, Ste130, Ft Lauderdale, FL
Layne Holmes 954-331-1346

- (6) Principal Materials Manufactures and Subcontractors. This proposal is being submitted by the hereinafter stated CONTRACTOR who proposes to perform work specified and shown on the Drawings. The Bid Proposal shown on the preceding page(s) has been calculated and tabulated using basic material prices. The following is a list of material manufactures and subcontractors whose materials and services said CONTRACTOR propose to furnish and utilize if the awarded a CONTRACT for the work specified herein and shown on the Plans. It is understood that the following list is not complete but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the CONTRACTOR will furnish the materials of the manufactures and utilize the services of the subcontractors stated herein and that if for any reason whatsoever CONTRACTOR wishes to substitute materials or subcontractors he **shall** request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

All of said manufactures or their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their materials will meet all of the requirements stated therein and that deliveries will be scheduled so as not to impede the progress of the work.

Materials

Benches

Manufacturer

Ed's Concrete Products

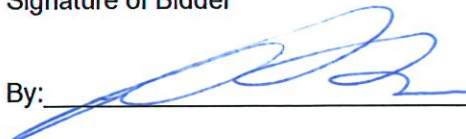
Subcontractors

Name

Duties

Signature of Bidder

By:



Print Name: Michael R Boss

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business in the State of Florida as a Contractor?

31

2. What is the last project of this nature that you have completed?

Caporella Park, City of Tamarac; Village Art Plaza, City of Sunrise

3. Have you ever failed to complete work awarded to you: If so where and why?

No

4. Name three individuals or corporations for which you have performed work and to which you refer?

>> See Attached <<

5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information of all co-venturers).

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE/OF COMPLETION</u>	<u>%OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	-------------------------------

>> See Attached <<

(Continue list on insert sheet, if needed)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

7. Will you sublet any part of this work? If so, give details.

No

8. What equipment do you own that is available for the work?

(Attach additional sheets as necessary)

All Required Telehandler, Sling, Concrete Mixer, miscellaneous tools

9. What equipment will you purchase for the proposed work?

Any Required

10. What equipment will you rent for the proposed work?

Any Required

State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the business under the trade name. It is absolutely necessary that this information be furnished).

MBR Construction, Inc.

Correct Name of Bidder

- a) The business is a (Sole Proprietorship) (Partnership) (Corporation) Corporation
- b) The address of principal place of business is 1020 NW 51st Street
Fort Lauderdale, FL 33309
- c) The names of the corporate officers or partners, or individuals doing business under a trade name, is as follows: No DBAs

Signature of Bidder

By:

Print Name: Michael R Boss

Business Address: 1020 NW 51st Street

Fort Lauderdale, FL 33309

Incorporated under the laws of the State of Florida

END OF SECTION 2

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P92000004585

Entity Name: MBR CONSTRUCTION, INC.

Current Principal Place of Business:

1020 NW 51 STREET
FORT LAUDERDALE, FL 33309

Current Mailing Address:

1020 NW 51 STREET
FORT LAUDERDALE, FL 33309 US

FEI Number: 65-0373938

Name and Address of Current Registered Agent:

BOSS, MICHAEL R
1020 NW 51 STREET
FT. LAUDERDALE, FL 33309 US

Certificate of Status Desired: Yes

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MICHAEL BOSS	02/08/2024
Electronic Signature of Registered Agent	Date

Officer/Director Detail :

Title	DP	Title	SECRETARY
Name	BOSS, MICHAEL	Name	COLE-BROCCOLI, WENDY
Address	1020 NW 51 STREET	Address	1020 NW 51 STREET
City-State-Zip:	FORT LAUDERDALE FL 33309	City-State-Zip:	FORT LAUDERDALE FL 33309

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WENDY COLE-BROCCOLI	SEC	02/08/2024
Electronic Signature of Signing Officer/Director Detail		Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2024

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

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

PRODUCER State Farm Kim S. Nava Insurance Agency, Inc. 4720 N. Federal Hwy. Ft. Lauderdale, FL 33308		CONTACT NAME: PHONE (A/C, No, Ext): 954-776-5220 FAX (A/C, No): 954-776-4527 E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Farm Mutual Automobile Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1371923 0153151	09/04/2024 09/21/2024	03/04/2025 03/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

KS Nava

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2024

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PRODUCER Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: Andy Noye PHONE (A/C, No, Ext): (954) 776-2222 E-MAIL ADDRESS: 053.certs@bbrown.com FAX (A/C, No): (954) 776-4446																					
INSURED MBR Construction, Inc. 1020 NW 51 Street Fort Lauderdale FL 33309	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B:</td><td>Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER C:</td><td>Indemnity National Insurance Company</td><td>18468</td></tr><tr><td>INSURER D:</td><td>Houston Casualty Company</td><td>42374</td></tr><tr><td>INSURER E:</td><td>Westchester Surplus Lines Insurance Company</td><td>10172</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Continental Insurance Company	35289	INSURER B:	Bridgefield Casualty Insurance Company	10335	INSURER C:	Indemnity National Insurance Company	18468	INSURER D:	Houston Casualty Company	42374	INSURER E:	Westchester Surplus Lines Insurance Company	10172	INSURER F:		
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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7064095464	02/22/2024	02/22/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>EBL</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	EBL	\$ 1,000,000
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A/C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7064095478/XS000151424	02/22/2024	02/22/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 6,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 6,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 6,000,000	AGGREGATE	\$ 6,000,000		\$								
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	19646760	08/01/2024	08/01/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A/D	Inland Marine - Leased/Rented Equip Professional Liability			7064095464/HCC 24 70840	02/22/2024	02/22/2025	<table><tr><td>L/R Limit</td><td>\$500,000</td></tr><tr><td>PI Limit</td><td>\$1,000,000</td></tr></table>	L/R Limit	\$500,000	PI Limit	\$1,000,000										
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AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 00258695

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED MBR Construction, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Company E:
Westchester Surplus Lines Insurance Co
Coverage: Pollution Liability
Policy Term: 2/22/24-2/22/25
Policy Coverage Limits:
\$1,000,000 Each Claim
\$2,000,000 Aggregate

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOSS, MICHAEL RONALD

MBR CONSTRUCTION INC
1020 NW 51 STREET
FORT LAUDERDALE FL 33309

LICENSE NUMBER: CGC1512261

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**Business Name:** M B R CONSTRUCTION CO INC**Receipt #:** 180-8690
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)**Owner Name:** MICHAEL RONALD BOSS
Business Location: 1020 NW 51 ST
FT LAUDERDALE**Business Opened:** 11/10/2008
State/County/Cert/Reg: CGC1512261
Exemption Code:**Business Phone:** 954-486-8404

Rooms

Seats

Employees

9

Machines

Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee	27.00
Packing/Processing/Canning Employees	0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MICHAEL RONALD BOSS
1020 NW 51 ST
FORT LAUDERDALE, FL 33309

Receipt # 13B-23-00002147
Paid 08/14/2024 27.00

2024 - 2025

REFERENCES & PROJECTS

**Major Construction Projects in progress/contract**

<u>Project</u>	<u>Owner</u>	<u>Owner's Rep</u>	<u>Type</u>	<u>Phone</u>	<u>Title</u>	<u>Architect</u>	<u>Contract \$</u>	<u>% Completed</u>	<u>Scheduled Completion</u>
									<u>Date</u>
Huizinga Park Renovations	Fort Laud. DDA	Alex Saiz	Park/Structure	954-888-6002	Planning & Program Mgr.	Stiles Architectural Group	\$ 9,207,855	1%	Oct-25
Hollywood North Beach Mooring Fields	Broward County	Martin Gross	Park/Marine	954-577-4646	Project Engineer	Thompson and Associates	\$ 5,926,000	1%	May-25
Sunrise Veterans Park (Takeover)	Sunrise	Earl Prizlee	Park	954-888-6002	Project Manager	Saltz Michelson	\$ 2,259,839	99%	Aug-24
CB Smith Aquatics Building	Broward County	Kevin Bacheda	Structure	954.357.8146	Project Manager	Synalovski Romanin	\$ 1,162,676	30%	Jan-25
Village Art Plaza	Sunrise	Fernando Pleitez	Streetscape	954-789-8523	Project Manager	Kimley Horn	\$ 3,692,571	95%	Sep-24
Johnnie L Tigner Community Center (Design Build)	Deerfield Beach	Priscilla Cygielnik	Structure	954-616-1746	City Engineer	Walters Zackeria	\$ 10,242,046	95%	Sep-24
Spring Valley / Armstrong Park (Design Build)	Pembroke Pines	Christina Sorensen	Park/Structure	954-392-2130	Asst. City Manager	Walters Zackeria	\$ 4,893,000	50%	Dec-24

Major Construction Projects completed

<u>Project</u>	<u>Owner</u>	<u>Owner's Rep</u>	<u>Type</u>	<u>Phone</u>	<u>Title</u>	<u>Architect</u>	<u>Contract \$</u>	<u>Budget</u>	<u>Completion</u>
									<u>date</u>
Boca Raton Congress & Clint Moore Roadway	Boca Raton	Curtis Cahoon	Streetscape	561-416-3424	Project Manager	Boca Raton	\$ 1,164,096	Yes	Aug-24
Caporella Park (Design Build)	Tamarac	Dibb Machuca	Park/Structure	954-597-3725	Capital Projects Manager	Walters Zackeria	\$ 4,438,000	Yes	Dec-23
Serino Park (Design Build)	Margate	Mike Jones	Park/Structure	954-972-6458	Director of Parks and Rec.	Walters Zackeria	\$ 1,927,792	Yes	Nov-23
Tamarac Buffer Wall Phase VI	Tamarac	Alan Lam	Sound Wall	954-597-3707	Project Engineer	Stantec	\$ 1,499,483	Yes	Nov-23
TY Park Reclaimed Irrigation	Broward County	Michael Halupke	Irrigation	954-577-4637	Project Manager	Thompson & Associates	\$ 1,959,840	Yes	May-23
Sunrise Athletic Complex	Sunrise	Chris Ulrich	Park/Structure	954-888-6060	Projects Manager	Saltz Michelson	\$ 14,778,944	Yes	Feb-23
CMAR Anne Gillis Urban Plaza	Pompano Beach	Horacio Danovich	Park	954-980-2208	Project Manager	Cartaya and Associates	\$ 1,396,763	Yes	Dec-22
Welleby Park (Takeover)	Sunrise	Errol Prezlie	Park	954-888-6002	Projects Coordinator	Kimley Horn	\$ 1,998,368	Yes	Sep-22
Vinson Park (Design Build)	Margate	Mike Jones	Park/Structure	954-972-6458	Dir of Parks and Rec	Walters Zackeria	\$ 2,008,852	Yes	Apr-22
Everglades Holiday Park	Broward County	Martin Gross	Park/Structure/Marine	954-577-4646	Project Engineer	Keith and Associates	\$ 11,926,727	Yes	Mar-22
Beach Master Plan Phase 2	Delray Beach	Isaac Kovner	Beach Fencing/Lighting/Roadway/Site Furnishings	561-243-7341	Principal Engineer	EDSA	\$ 2,492,000	Yes	Dec-19
Beach Master Plan Phase 1	Delray Beach	Isaac Kovner	Beach Sidewalk/Showers/Fountains/Site furnishings	561-243-7341	Principal Engineer	EDSA	\$ 2,348,000	Yes	Oct-17

MBR Construction originally installed the fountains and showers that this project is proposing to remove/replace.

DELRAY BEACH MASTER PLAN PHASE 1 – (November 2017)



Scope of Work: Work entailed demolition of existing Sidewalk, gazebos, parking meters and signs. Construct 103,000 SF of decorative color concrete sidewalk with 3 colors and aggregates in a wave pattern, alongside the beach. Also two beach pavilions, install showers, drinking fountains, benches, bike racks, dog waste station, surfboard rack, and trash receptacles. Reinforce, refinish and paint existing knee wall, sand dune landscaping and irrigation.

This project required MOT, project phasing and coordination to maintain pedestrian flow to the littoral area.

Contract Amount: \$ 2,292,494.42

Final Contract Amount: \$ 2,352,494.42

Client: City of Delray Beach

Contact: Isaac Kovner, Principal Engineer

Telephone: (561) 322-5052

Email: kovner@mydelraybeach.com



EXPERIENCE ON SIMILAR PROJECTS



DESIGN BUILD SERVICES FOR CAPORELLA PARK – (2023)



The scope of work included increasing the parking lot capacity by adding four more parking spaces and an additional handicapped space. A new entry plaza to welcome visitors, and a 1,200 square foot Restroom & Concessions Building.

In addition to these improvements, a 1/3 of a mile long concrete 8' wide multipurpose trail was developed, leading to all the park amenities. These amenities comprise a dedicated area with 10 fitness stations, complete with shade for users. A 5,000 square feet playground featuring universal-access equipment and a shade structure which provides a safe and enjoyable space for children.

A 40x40 Picnic Shelter was constructed, equipped with picnic tables and BBQ grilles for park visitors to enjoy outdoor meals. The project also included the installation of a stage and amphitheater, featuring a 2,500 square feet tensile structure stage along the edge of the lake. A grass amphitheater/plaza area for spectators overlooking the expansive lake, serving as a picturesque backdrop for events.

Furthermore, enhancements to recreational features included a fishing pier, accessible from the new multipurpose walking trail. The pier has added lighting for better visibility. Additionally, a new non-motorized boat launch with a floating deck was established, providing ADA direct access from the primary parking lot.

Original Contract Amount: \$ 4,438,830.94

Final Contract Amount: \$ 4,808,318.35

Client: City of Tamarac

Contact: Dibb Machuca, Project Manager

Telephone: 954-597-3725

Email: Dibb.Machuca@tamarac.org

1. SUNRISE ATHLETIC COMPLEX RENOVATION – (2022)



Scope of Work: This project includes site demolition, site utilities improvements, construction of a new 15,000 SF Multi-purpose Center, a metal structure to house five basketball courts, new parking lot, resurfacing of existing tennis courts, new playground, new Concession building, new scoreboard towers, new sports lighting, new security and technology systems, refurbish full size

multipurpose fields, renovations to existing meeting hall and restroom facilities, new landscaping and Irrigation.

Original Contract Amount: \$ 14,896,944.00

Final Contract Amount: \$ 14,797,682.83

Client: City of Sunrise

Contact: Megan Kaufold, Project Manager

Telephone: (954) 888-6070

Email: mkaufold@sunrisefl.gov

2. EVERGLADES HOLIDAY PARK IMPROVEMENTS – (2021)



Scope of Work: This project is located at 21940 Griffin Road in Unincorporated Broward County. The work under this contract includes extensive renovations to the Park's existing site elements and infrastructure including: demolition, clearing & grubbing, earthwork, storm water pollution prevention, storm water drainage system, fire protection pump system, fire protection piping and hydrants, potable water service, grinder pump station, sewer force main, asphalt pavement, pavement markings and signage, concrete sidewalks & curbs, stamped concrete drive, site electrical service, site lighting, dock pilings, auger cast pilings, fixed & floating docks, stone rip-rap stabilized shoreline, steel sheet piling bulkhead, boat ramps, levee flood wall, new buildings, tree removals & relocations, landscape & irrigation, fencing and several optional bid items.

This project bares a high level of difficulty, entailing phasing and intricate coordination, in order to maintain uninterrupted operations to the Everglades Holiday Park business operations and guide visitors safely thru the park. The Everglades Holiday Park maintains a high volume of visitors to the South Florida Alligator Park which is a top attraction for locals and visitors alike to experience the Gator Boys Alligator Rescue presentation and hoping onto an airboat to zip across the River of Grass which is the Everglades.

Original Contract Amount: \$ 10,584,210.00

Final Contract Amount: \$ 11,926,727.26

Client: Broward County Parks and Recreation

Contact: Mauricio Sigal, Project Manager

Telephone: (305) 608-8467

Email: msigal@broward.org

3. SUNRISE CITY PARK – (2020)



Scope of Work: The new and improved City Park, re-opened in November 2020, brings impressive and contemporary park amenities to Sunrise’s original neighborhoods in the east. This 5.5 acre leisure space was funded by park bonds overwhelmingly approved by Sunrise voters as part of our long-term vision to foster a connected and engaged community. The park construction included the renovation and expansion of the existing parking lot, an expansive 140-yard multipurpose field for community events, concerts, and a variety of sports, a new quarter-mile walking path featuring seven outdoor exercise stations, a custom metal structure to serve as a covered amphitheater stage, two covered event rental pavilions with gas grills, a soccer-themed 2,500 SF splash pad and sun-shaded playground, three full covered outdoor basketball courts with professional rims and backboards, two newly-resurfaced regulation tennis courts, and a 1,424 SF restroom/storage building.

Original Contract Amount: \$ 6,551,367.00

Final Contract Amount: \$ 6,527,168.68

Client: City of Sunrise

Contact: Megan Kaufold, Project Manager

Telephone: (954) 888-6070

Email: mkaufold@sunrisefl.gov

Alt Contact: Earl Prizlee 954-888-6002, Capital Projects, City of Sunrise - eprizlee@sunrisefl.gov

7. DESIGN BUILD SERVICES FOR WATERS EDGE PARK – (2019)



Scope of Work: Design build services for a new 6 acres park to include 1,000 SF restroom/storage/IT room building, 9' wide concrete walk, 9 exercise ADA stations in covered area, full size basketball court NFHS compliant w/ asphalt, base and acrylic surface, Sand Volleyball court, (2) 24' Hexagonal shelters, 3,000 SF splash pad, 4,000 SF playground, site furnishings, fishing pier, parking, fencing, lighting, landscape, irrigation, WIFI/security.



Original Contract Amount: \$ 3,858,175.00

Final Contract Amount: \$ 3,973,116.72

Client: City of Tamarac

Contact: Dibb Machuca, Project Manager

Telephone: 954-597-3725

Email: Dibb.Machuca@tamarac.org

4. FLAMINGO PARK – (2018)



Scope of Work: The Work included Permitting and Construction of a Community Center, Covered Basketball Courts, Soccer field, Splash Pad with all amenities, Demolition of an existing Basketball Courts, Site Utilities and Drainage Improvements, Site Lighting throughout the park, Landscape Irrigation, Fencing, Sidewalk and pavement restoration. **Also included** Security Upgrades, Cameras, fiber optic cabling for cameras & network equip throughout the park.

Change orders: 1.Credit to demolish existing administration building and add to remodel it instead. 2.Original plans called for restriping existing parking lot; client requested milling and repaving existing parking lot and add landscaping and irrigation.



Client: City of Sunrise

Telephone: (954) 579-8465

Original Contract Amount: \$ 5,011,745.00

Contact: Errol Prizlee, Project Manager

Email: eprizlee@sunrisefl.gov

Final Contract Amount: \$ 5,768,841.00

8. FLAMINGO WEST PARK – (2018)

Scope of Work: Work included construction of (4) artificial turf fields (direct purchase), a new restroom and maintenance buildings, parking lot, boardwalk and concrete walkway, landscaping and irrigation systems, picnic shelters, Announcer's Booth, miscellaneous improvements including bleachers, shade structures, benches, fishing pier and boardwalk.



Original Contract Amount: \$ 5,265,301.00

Final Contract Amount: \$ 5,306,427.00

Client: City of City of Cooper City

Contact: Richard Freeman, Project Manager

Telephone: (954) 434-2300

Email: rfreeman@coopercityfl.org



9. WINDMILL PARK IMPROVEMENTS – (2018)

Scope of Work: Improvements included the construction of a new 1,500 SF dog park pavilion with restrooms & renovation of the existing tennis building. Other improvements include creating a new parking lot, lighted concrete pathways with outdoor exercise stations, new playground equipment, and renovations of all sports courts, landscaping and irrigation. Sports Courts include 6 Tennis courts, 4 Racket ball courts, 2 Basketball courts, 2 volleyball courts, score boards, sports lighting.



Original Contract Amount: \$ 4,533,321.00

Final Contract Amount: \$ 4,597,863.50

Client: City of Coconut Creek

Contact: Brian Rosen, Project Supervisor

Telephone: (954) 973-6780

Email: brosen@coconutcreek.net



10. SULLIVAN PARK – (January 2017) New Development



Scope of Work: The work will include but not be limited to clearing, demolition, installation of drainage system, curbing, sidewalks, road & parking reconstruction, landscaping, lighting, paving, playground equipment, 5,000 SF water play feature, boat dock, restroom building, and stair tower, relocation of the water mains and other construction services with the exception of the removal and undergrounding of FPL overhead power lines.



One of the most exciting parts of this project was the watching the evolution of an ART project component that consisted of a handmade tile mosaic assembled by the community led by an local artist and installed by MBR Construction.

Original Contract Amount: \$ 3,790,343.00

Final Contract Amount: \$ 3,760,634.83

Client: City of Deerfield Beach

Contact: Mark DiMascio, Project Manager

Telephone: 954-952-0221

Email: MDiMascio@deerfield-beach.com

MBR CONSTRUCTION - LITIGATION

5 Year Period 10/2/2019 through 10/1/2024

Incidental Cases

<u>Disposition Date</u>	<u>Filing Date</u>	<u>State</u>	<u>County</u>	<u>Venue</u>	<u>Court Type</u>	<u>Case Number</u>	<u>Case Style</u>	<u>Description</u>	<u>Notes</u>	<u>Party Type</u>	<u>Status</u>	<u>Disposition</u>
10/19/2023	3/8/2023	FL	Broward	County	Civil	COSO23001629	Bellsouth Telecommunications LLC (dba AT&T) vs. MBR Construction	Insurance Claim	Fiber cut	Defendant	Disposed	Settled; Dismissed w/ Prejudice
2/3/2022	9/17/2021	FL	Broward	County	Civil	COSO21009046	Bellsouth Telecommunications LLC (dba AT&T) vs. MBR Construction	Insurance Claim	Fiber cut	Defendant	Disposed	Settled; Dismissed w/ Prejudice
6/17/2021	8/23/2019	FL	Palm Beach	County	Civil	50-2019-CA-010979-XXXX-MB	Herman, Brandon vs. MBR Construction Inc	Insurance Claim	slip and fall	Defendant	Closed	Settled; Dismissed w/ Prejudice
10/14/2022	10/1/2021	FL	Palm Beach	County	Civil	50-2021-CA-011277-XXXX-MB	Stowell, Jesse Kenneth vs. MBR Construction Inc	Insurance Claim	slip and fall	Defendant	Closed	Settled; Dismissed w/ Prejudice
4/21/2022	1/27/2021	FL	Miami-Dade	County	Civil	2021-002093-CA-01	John Carey vs. HMC Helicopter Service LLC et al	Insurance Claim	A helicopter hired to transport materials into a remote project location crashed during transport.	Defendant	Closed	Settled; Dismissed w/ Prejudice


Material Cases

<u>Disposition Date</u>	<u>Filing Date</u>	<u>State</u>	<u>County</u>	<u>Venue</u>	<u>Court Type</u>	<u>Case Number</u>	<u>Description</u>	<u>Notes</u>	<u>Party Type</u>	<u>Disposition</u>
N/A										

Key Honey Contracting

Bid Contact **Carey Hirsch**
carey@keyhoney.com
Ph 701-621-1151

Address **240 sw 12th Ave #2**
Pompano Beach, FL 33069

Bid Bond  (Status: This bid bond could not be verified)

Bid Notes **Original Bid Bond is being hand delivered today. Our Bid Package is attached in ITBC 2024-038--01-01 line item.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
ITBC 2024-038--01-01	Site Mobilization/Demobilization, Bonds, and Insurance	Supplier Product Code:	First Offer - \$59,000.00	1 / lump sum	\$59,000.00 Y
ITBC 2024-038--01-02	Maintenance of Traffic	Supplier Product Code:	First Offer - \$125,000.00	1 / lump sum	\$125,000.00
ITBC 2024-038--01-03	Cleaning of Sand and Any Weeds Overgrown in Project Area	Supplier Product Code:	First Offer - \$52,000.00	1 / lump sum	\$52,000.00
ITBC 2024-038--01-04	Furnish and Install Precast Concrete Benches - Beach Access Location 1	Supplier Product Code:	First Offer - \$21,395.00	1 / each	\$21,395.00
ITBC 2024-038--01-05	Furnish and Install Precast Concrete Benches - Beach Access Location 2	Supplier Product Code:	First Offer - \$21,050.00	1 / each	\$21,050.00
ITBC 2024-038--01-06	Furnish and Install Precast Concrete Benches - Beach Access Location 3	Supplier Product Code:	First Offer - \$21,300.00	1 / each	\$21,300.00
ITBC 2024-038--01-07	Furnish and Install Precast Concrete Benches - Beach Access Location 4	Supplier Product Code:	First Offer - \$21,250.00	1 / each	\$21,250.00
ITBC 2024-038--01-08	Furnish and Install Precast Concrete Benches - Beach Access Location 5	Supplier Product Code:	First Offer - \$21,400.00	1 / each	\$21,400.00
ITBC 2024-038--01-09	Furnish and Install Precast Concrete Benches - Beach Access Location 6	Supplier Product Code:	First Offer - \$21,220.00	1 / each	\$21,220.00
ITBC 2024-038--01-10	Furnish and Install Precast Concrete Benches - Beach	Supplier Product Code:	First Offer - \$21,300.00	1 / each	\$21,300.00

Access Location 7

Code:

ITBC 2024-038--01-11	Furnish and Install Precast Concrete Benches - Beach Access Location 8	Supplier Product Code:	First Offer - \$22,470.00	1 / each	\$22,470.00
ITBC 2024-038--01-12	Furnish and Install Precast Concrete Benches - Beach Access Location 9	Supplier Product Code:	First Offer - \$22,250.00	1 / each	\$22,250.00
ITBC 2024-038--01-13	Furnish and Install Precast Concrete Benches - Beach Access Location 10	Supplier Product Code:	First Offer - \$20,800.00	1 / each	\$20,800.00
ITBC 2024-038--01-14	Furnish and Install Precast Concrete Benches - Beach Access Location 11	Supplier Product Code:	First Offer - \$21,050.00	1 / each	\$21,050.00
ITBC 2024-038--01-15	Furnish and Install Precast Concrete Benches - Beach Access Location 12	Supplier Product Code:	First Offer - \$21,070.00	1 / each	\$21,070.00
ITBC 2024-038--01-16	Furnish and Install Precast Concrete Benches - Beach Access Location 13	Supplier Product Code:	First Offer - \$22,400.00	1 / each	\$22,400.00
ITBC 2024-038--01-17	Furnish and Install Precast Concrete Benches - Beach Access Location 14	Supplier Product Code:	First Offer - \$21,550.00	1 / each	\$21,550.00
ITBC 2024-038--01-18	Furnish and Install Precast Concrete Benches - Beach Access Location 15	Supplier Product Code:	First Offer - \$21,550.00	1 / each	\$21,550.00
ITBC 2024-038--01-19	Furnish and Install Precast Concrete Benches - Beach Access Location 16	Supplier Product Code:	First Offer - \$20,750.00	1 / each	\$20,750.00
ITBC 2024-038--01-20	Furnish and Install Precast Concrete Benches - Beach Access Location 17	Supplier Product Code:	First Offer - \$21,000.00	1 / each	\$21,000.00
Bid Allowance			\$11,010.00		
					Supplier Total \$599,805.00

Bid Bond from

Surety

Bid Bond Number

Bond Type

Bond Form

Bid Date

Bid ID

Security Percent %

Job Description

Agency ID

Name

Address , , ,

Phone

Contact Name

Bond Status

Execution Date

Contractor ID

Name

Contractor Tax ID

Assigned Contractor ID

Address , , ,

Phone

Name

Address , , ,

Surety ID

Name

NAIC Number

State of Incorporation

Contact

Address , , ,
Phone
Terror Rider

Key Honey Contracting

Item: **Site Mobilization/Demobilization, Bonds, and Insurance**

Attachments

Bid.pdf

SECTION 6: SOLICITATION SUMMARY

The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the **PUBLIC OPENING** for this Solicitation. It is **VERY IMPORTANT** that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid **NON-RESPONSIVE**, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITBC No. 2024-038

Title: **Beach Access Improvements**

Project Number: 24-008

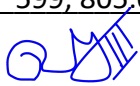
Due Date and Time: October 2, 2024 @ 2:00 P.M., (LOCAL TIME)

Name of Bidder: Key Honey Contracting, LLC

Address: 240 SW 2th Ave #2 Pompano Beach, FL 33069

Contact Person: Carey Hirsch - 701-621-1151 / carey@keyhoney.com

Total Bid Amount: \$ 599,805.00

Authorized Signature: 

Date: 10/2/24

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

END OF SECTION 6

**240 SW 12th Ave #2 * Pompano Beach, FL 33069****(305)'86; /3752***Plumbing CFC1430659 * General Contractor CGC059081 * Underground Utility & Excavation CUC056917
Local, Licensed & Insured*

October 2nd, 2024

City of Delray Beach
100 NW 1st Ave
Delray Beach, FL 33444

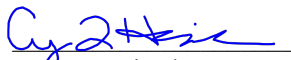
Re: ITBC 2024-038
Beach Access Improvements Project (24-008)

Key Honey Contracting, LLC has reviewed all bid documents and construction drawings for this project. If you have any questions please contact me, my information is below.

Carey L. Hirsch
701-621-1151
carey@keyhoney.com

Thank you for allowing Key Honey Contracting, LLC the opportunity to bid this project. We look forward to working with you!

Sincerely,


Carey L. Hirsch

Solicitation ITBC 2024-038

Beach Access Improvements Project (24-008)

Bid Designation: Public



City of Delray Beach

Bid ITBC 2024-038

Beach Access Improvements Project (24-008)

Bid Number	ITBC 2024-038
Bid Title	Beach Access Improvements Project (24-008)
Bid Start Date	Aug 29, 2024 3:35:38 PM EDT
Bid End Date	Oct 2, 2024 2:00:00 PM EDT
Question & Answer End Date	Sep 20, 2024 5:00:00 PM EDT
Bid Contact	Eddyson Etienne Purchasing Agent etiennee@mydelraybeach.com
Bid Contact	Eugene M Bitteker Chief Procurement Officer Finance bittekere@mydelraybeach.com
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	120 days
Pre-Bid Conference	Sep 4, 2024 3:00:00 PM EDT Attendance is optional Location: Microsoft Teams Meeting Join the meeting now Meeting ID: 238 105 640 073 Passcode: ze4m5k Phone Conference Dial-In Number: +1 352-448-9762, 869 231 032# Phone Conference ID: 869 231 032#
Bid Comments	<p>Scope: The Scope of Work requires the furnishing of all services and other deliverables necessary for the successful completion of the proposed project. The contractor shall furnish all labor, equipment, and materials required under this scope. The Scope of Work includes: the Cleaning of sand/weeds overgrown in project area, installation of pre-cast concrete benches at seventeen (17) beach access points along a 1.3-mile section of A1A, and MOT; per the construction documents.</p> <p>The City will hold a Non-Mandatory Virtual Pre-Bid Conference on September 4, 2024 @ 3:00 P.M., (LOCAL TIME)</p> <p>Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via Periscope S2G.</p> <p>Licensing Requirements: The Vendor must possess a Florida State General Contractor's license or current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. Refer to Qualification of Bidders for additional</p>

information.

Bid Guaranty: Each submittal shall be accompanied by a bid guaranty, or other acceptable alternative, in an amount equal to five percent (5%) of the bid amount (Refer to Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements).

Bid Allowance Amounts: This solicitation includes a pass-thru allowance. It is not necessary to add your allowance amounts into your bid prices. Periscope S2G will automatically add the allowance amounts indicated to your bid total and will be reflected on the final bid tabulation. Undefined General Allowance (\$11,000.), and Indemnification Allowance (\$10.00).

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Proposals will be accepted through a secure mailbox at Periscope S2G (www.PeriscopeS2G.com) until the Deadline for Submission as indicated in this ITBC. Late Bids will not be accepted. The City will only accept electronic bids for this ITBC.

Once the bid has been decrypted the tabulation link will appear under the "details tab" page. Vendors are instructed to contact Periscope S2G (BidSync) immediately for technical assistance if this feature is not available on your dashboard. Per Section 9.18b: General Terms and Conditions, Notice of Intent to Award shall be posted in Periscope S2G.

Item Response Form

Item	ITBC 2024-038-01-01 - Site Mobilization/Demobilization, Bonds, and Insurance
Quantity	1 lump sum
Unit Price	<input type="text" value="59,000.00"/>
Delivery Location	City of Delray Beach <u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1
Description	
Site Mobilization/Demobilization, Bonds, and Insurance	

Item	ITBC 2024-038-01-02 - Maintenance of Traffic
Quantity	1 lump sum
Unit Price	<input type="text" value="125,000.00"/>
Delivery Location	City of Delray Beach <u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1
Description	
Maintenance of Traffic	

Item **ITBC 2024-038-01-03 - Cleaning of Sand and Any Weeds Overgrown in Project Area**

Quantity **1 lump sum**

Unit Price **52,000.00**

Delivery Location **City of Delray Beach**

Public Works Division

Engineering Division

434 S SWINTON AVENUE

DELRAY BEACH FL 33444

Qty 1

Description

Cleaning of Sand and Any Weeds Overgrown in Project Area

Item **ITBC 2024-038-01-04 - Furnish and Install Precast Concrete Benches - Beach Access Location 1**

Quantity **1 each**

Unit Price **21,395.00**

Delivery Location **City of Delray Beach**

Public Works Division

Engineering Division

434 S SWINTON AVENUE

DELRAY BEACH FL 33444

Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 1

Item **ITBC 2024-038-01-05 - Furnish and Install Precast Concrete Benches - Beach Access Location 2**

Quantity **1 each**

Unit Price **21,050.00**

Delivery Location **City of Delray Beach**

Public Works Division

Engineering Division

434 S SWINTON AVENUE

DELRAY BEACH FL 33444

Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 2

Item **ITBC 2024-038-01-06 - Furnish and Install Precast Concrete Benches - Beach Access Location 3**

Quantity **1 each**

Unit Price **21,300.00**

Delivery Location **City of Delray Beach**

Public Works Division

Engineering Division

434 S SWINTON AVENUE

DELRAY BEACH FL 33444

Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 3

Item	ITBC 2024-038-01-07 - Furnish and Install Precast Concrete Benches - Beach Access Location 4
Quantity	1 each
Unit Price	<input type="text" value="21,250.00"/>
Delivery Location	City of Delray Beach
	<u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 4

Item	ITBC 2024-038-01-08 - Furnish and Install Precast Concrete Benches - Beach Access Location 5
Quantity	1 each
Unit Price	<input type="text" value="21,400.00"/>
Delivery Location	City of Delray Beach
	<u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 5

Item	ITBC 2024-038-01-09 - Furnish and Install Precast Concrete Benches - Beach Access Location 6
Quantity	1 each
Unit Price	<input type="text" value="21,220.00"/>
Delivery Location	City of Delray Beach
	<u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 6

Item	ITBC 2024-038-01-10 - Furnish and Install Precast Concrete Benches - Beach Access Location 7
Quantity	1 each
Unit Price	<input type="text" value="21,300.00"/>
Delivery Location	City of Delray Beach
	<u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 7

Item	ITBC 2024-038-01-11 - Furnish and Install Precast Concrete Benches - Beach Access Location 8
Quantity	1 each
Unit Price	<input type="text" value="22,470.00"/>
Delivery Location	City of Delray Beach <u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 8

Item	ITBC 2024-038-01-12 - Furnish and Install Precast Concrete Benches - Beach Access Location 9
Quantity	1 each
Unit Price	<input type="text" value="22,250.00"/>
Delivery Location	City of Delray Beach <u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 9

Item	ITBC 2024-038-01-13 - Furnish and Install Precast Concrete Benches - Beach Access Location 10
Quantity	1 each
Unit Price	<input type="text" value="20,800.00"/>
Delivery Location	City of Delray Beach <u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 10

Item	ITBC 2024-038-01-14 - Furnish and Install Precast Concrete Benches - Beach Access Location 11
Quantity	1 each
Unit Price	<input type="text" value="21,050.00"/>
Delivery Location	City of Delray Beach <u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE

DELRAY BEACH FL 33444

Qty 1**Description**

Furnish and Install Precast Concrete Benches - Beach Access Location 11

Item ITBC 2024-038-01-15 - Furnish and Install Precast Concrete Benches - Beach Access Location 12**Quantity 1 each****Unit Price 21,070.00****Delivery Location City of Delray Beach**
Public Works Division
Engineering Division
434 S SWINTON AVENUE
DELRAY BEACH FL 33444
Qty 1**Description**

Furnish and Install Precast Concrete Benches - Beach Access Location 12

Item ITBC 2024-038-01-16 - Furnish and Install Precast Concrete Benches - Beach Access Location 13**Quantity 1 each****Unit Price 22,400.00****Delivery Location City of Delray Beach**
Public Works Division
Engineering Division
434 S SWINTON AVENUE
DELRAY BEACH FL 33444
Qty 1**Description**

Furnish and Install Precast Concrete Benches - Beach Access Location 13

Item ITBC 2024-038-01-17 - Furnish and Install Precast Concrete Benches - Beach Access Location 14**Quantity 1 each****Unit Price 21,550.00****Delivery Location City of Delray Beach**
Public Works Division
Engineering Division
434 S SWINTON AVENUE
DELRAY BEACH FL 33444
Qty 1**Description**

Furnish and Install Precast Concrete Benches - Beach Access Location 14

Item ITBC 2024-038-01-18 - Furnish and Install Precast Concrete Benches - Beach Access Location 15**Quantity 1 each****Unit Price 21,550.00****Delivery Location City of Delray Beach**
Public Works Division

Engineering Division
434 S SWINTON AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 15

Item	ITBC 2024-038-01-19 - Furnish and Install Precast Concrete Benches - Beach Access Location 16
Quantity	1 each
Unit Price	<input type="text" value="20,750.00"/>
Delivery Location	City of Delray Beach
	<u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 16

Item	ITBC 2024-038-01-20 - Furnish and Install Precast Concrete Benches - Beach Access Location 17
Quantity	1 each
Unit Price	<input type="text" value="21,000.00"/>
Delivery Location	City of Delray Beach
	<u>Public Works Division</u> Engineering Division 434 S SWINTON AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Furnish and Install Precast Concrete Benches - Beach Access Location 17

SECTION 2: PROPOSAL

Proposal of Key Honey Contracting, LLC
 (Contractor)

240 SW 12th Ave #2 Pompano Beach, FL 33069
 (Address)

to furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

ITBC NO.: 2024-038
Beach Access Improvements
PROJECT NO.: 24-008

To: Purchasing and Contract Administration Division
 City of Delray Beach
 100 NW 1st Avenue
 Delray Beach, Florida 33444

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for one hundred and twenty (120) days after the day of Bid opening. Bidder will sign and deliver to the CITY the Agreement and submit the Contract Security, Insurance Certificates and other documents required by the Contract Documents within fifteen (15) days after the date of OWNER'S Notice of Intent to Award. If Bidder fails to sign the Agreement and deliver the Agreement to the CITY accompanied by the required security, insurance certificates and other documents within the time specified, the CITY has the authority to rescind the bid award and retain the bid security which **shall** be forfeited as liquidated damages.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Contract Documents and of the following addenda:

Number	Date	Number	Date
<u>1</u>	<u>9/13/24</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

[X] Attached Bid Security in the amount of five percent (5%) of the Bidders maximum bid price

[X] Acknowledgement of all addendums

receipt of all of which is hereby acknowledged and also copies of the Advertisement for Bids and the Instructions to Bidders;

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary. **Bidder warrants and represents that there are no defects, errors or inconsistencies in the plans, specifications or any of the Contract Documents and that the actual site conditions comport to the conditions set forth therein.**
- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY; no City official nor any City employee has a direct or indirect interest in said bid, in the supplies or work to which it relates, to any person associated with the firm performing the work, or to the profits resulting from the work.

[remainder of page intentionally left blank]

4. Bidder agrees that the Work will be substantially completed within one hundred and seventy (170) calendar days from the date of the issuance of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.13 of the General Conditions within thirty (30) calendar days from the date of Substantial Completion.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

5. The undersigned agrees as follows:

Accompanying this Proposal is a certified check, cashier's check or bid bond, in the amount of **five percent (5%)** of total Bid Price, meeting the requirements of the Contract Documents for \$ 29,990.25 payable to the City of Delray Beach which is to be forfeited if, in the event that this Proposal is accepted, the undersigned **shall** fail to execute the contract and furnish satisfactory Contract Security and furnish insurance certificates under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or bid bond is to be returned as provided herein.

6. Communications concerning this Bid **shall** be addressed to the Bidder as indicated below.
7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on 10/02/2024
(date)

If a Corporation

Signature of Bidder

By: 

Print Name: Richard Gibbs III

Corporate Seal



Address of Bidder: 240 SW 12th Ave #2

Pompano Beach, Fl 33069

Incorporated under the laws of the State of Florida

If an Individual, Partnership, or Non-Incorporated Organization

Signature of Bidder

By: _____

Print Name: _____

Address of Bidder: _____

Certificate of Competency number _____

The names of the corporate officers, or partners, or individuals doing business under trade name, is as follows:

Signature of Bidder

By: _____

Print Name: _____

Title: _____

Business Address: _____

Incorporated under the laws of the State of _____.

CERTIFICATE
(If a Corporation)

STATE OF Florida)
) SS
COUNTY OF Broward)

I, HEREBY CERTIFY that a meeting of the Board of Directors of Key Honey Contracting, LLC,
a Corporation under the laws of the State of Florida held on October 1st, 2024 the
following resolution was duly passed and adopted:

"RESOLVED, that Richard Gibbs III, as President of the
Corporation, be and he is hereby authorized to execute the Proposal dated
October 2nd, 2024, between the City of Delray Beach, Florida and this Corporation,
and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal
affixed, **shall** be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

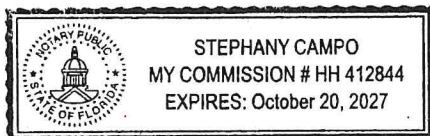
IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of October, 2024.

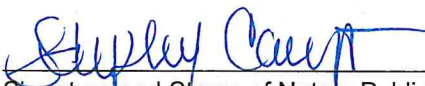
By: 

Print Name: Richard Gibbs III

Title: President

Subscribed and sworn to before me this 2nd day of October, 2024.




Signature and Stamp of Notary Public

My Commission Expires: 10/20/2027

CERTIFICATE
(If a Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the partners of _____, a
Partnership under the laws of the State of _____ held on _____, 20__ the
following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the
Partnership, be and he is hereby authorized to execute the Proposal dated _____,
20__, between the City of Delray Beach, Florida and this Partnership, and that this execution
thereof, attested by the _____ of the Partnership be the official act and deed
of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__.

By: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Signature and Stamp of Notary Public

My Commission Expires:

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers **must** disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers **must** disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Key Honey Contracting, LLC

Firm Name



Signature

Richard Gibbs III

President

Name and Title (Print or Type)

10/2/24

Date

[remainder of page intentionally left blank]

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposal on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Key Honey Contracting, LLC

Firm Name



Signature

Richard Gibbs III President

Name and Title (Print or Type)

10/2/24

Date

[remainder of page intentionally left blank]

NOTIFICATION OF PUBLIC RECORDS LAW**Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1ST AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM

Acknowledged:

Key Honey Contracting, LLC

Firm Name**Signature**

Richard Gibbs III President

Name and Title (Print or Type)

10/2/24

Date

[remainder of page intentionally left blank]

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference **shall** be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program **shall** be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business **shall**:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Signature

Richard Gibbs III
(Print or type)

[remainder of page intentionally left blank]

NON-COLLUSIVE AFFIDAVIT

STATE OF Florida)
) SS
COUNTY OF Broward)

Richard Gibbs III being first duly sworn, deposes and says that:

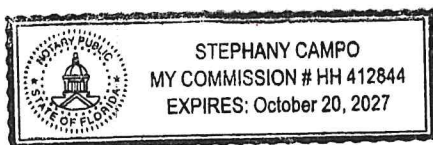
- (1) He is the Owner
(Owner, Partner, Officer, Representative or Agent)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- (5) The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.


By: 

Print Name: Richard Gibbs III

Title: President

Subscribed and sworn to before me this 2nd day of October, 2024.




Signature and Stamp of Notary Public

My Commission Expires: 10/20/2027

TRUTH-IN-NEGOTIATION CERTIFICATE


The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: Richard Gibbs III

Title: President

Date: 10/2/24

Signature: _____

[remainder of page intentionally left blank]

SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies **must** complete and return this form with its response.

Company: Key Honey Contracting, LLC FID or EIN No.: 46-3183746

Address: 240 SW 12th Ave #2


City: Pompano Beach State: FL Zip: 33069

I, Richard Gibbs III, as a representative of Key Honey Contracting, LLC
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Name: Richard Gibbs III

Title: President

Date: 10/2/24

Signature: 

[remainder of page intentionally left blank]

TRENCH SAFETY ACT
Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, **shall** be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

<u>Method of Compliance</u>	<u>Cost</u>
Slope & Shield	\$100.00


Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the City and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

Name: Richard Gibbs III

Title: President

Date: 10/2/24

Signature: 

[remainder of page intentionally left blank]

CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods and/or services (herein referred to as "the Articles" described on the front side herein). The Buyer's offer to the Seller and the Seller's acknowledgment to the Buyer **shall** constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer **shall** constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise. In the event of a conflict, Buyer's terms and conditions prevail.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Articles **shall** be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles **shall** conform to specifications, drawing, and description and **shall** be free from defects in materials and workmanship. Seller also warrants that the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law **shall** run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY AND INSURANCE:** (a) Seller **shall** defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractor's) work or performance hereunder and **shall** procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer **shall** reasonably request of Seller. Seller **shall** on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits. (b) Seller **shall** defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller **shall** defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof. (b) Buyer may terminate this order in whole or in part, at any time for its convenience, by noticing to Seller in writing. On receipt by Seller of such notice, Seller **shall**, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim **must** be submitted to Buyer within sixty (60) days after the effective date of the termination. (c) Any termination by Buyer, whether for default or otherwise, **shall** be without prejudice to any claims for damages or other rights of Buyer against Seller. (d) Buyer **shall** have the right to audit all elements of any termination claim and Seller **shall** make available to Buyer on request all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder **shall** be controlled and governed by the law of the State of Florida, and the venue **shall** be in Palm Beach County, Florida.


7. **GENERAL:** All warranties **shall** be construed as conditions as well as warranties. No waiver of a breach or any provision of this order **shall** constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order **shall** be valid or binding unless approved by Buyer in writing. This order **shall** constitute the entire agreement between the parties. The Seller expressly agreed that any terms or conditions contained on any form or agreement other than this agreement, unless specifically agreed to otherwise by Seller and Buyer, which are not in full accord with the above stated agreement and its terms, **shall** be null and void.
8. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods **shall** be borne by the Seller at all times until delivery to the control of the Buyer, which **shall** be the point at which the Buyer actually receives the goods for use and has accepted such.
9. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision, any time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City **must** promptly object to the manner of performance.)
10. **PAST PRACTICES:** The previous customs and practices of the parties hereto **shall** not be deemed a waiver or modification of the terms hereof.
11. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect **shall** not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
12. **PLACE OF DELIVERY:** The goods **shall** be delivered to the City of Delray Beach, Florida, at address as stated on front.
13. **INSPECTION GOODS:** The Buyer **shall** have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance **shall** be made by the appropriate user department. The expense of inspection **shall** be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection **shall** be made within fourteen (14) calendar days of the delivery of goods.
14. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause **shall** be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery **shall** not be deemed waived by the provisions herein, and, provided further, that this provision **shall** not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
15. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance **shall** constitute a modification to the terms of this agreement which **shall** effect a warranty of fitness for a particular purpose.

16. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
17. **TAX EXEMPTION:** The City of Delray Beach is exempt from Federal Excise Taxes. Where tax applies invoice **must** show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.

Name: Richard Gibbs III

Title: President

Date: 10/2/24

Signature: 

[remainder of page intentionally left blank]

CONE OF SILENCE

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this ITBC, which provides as follows:

- (a) **Cone of silence** means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
- (1) Any person or person's representative seeking an award from such competitive solicitation; and
 - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- (b) For the purposes of this section, a person's representative **shall** include but not be limited to the person's employee, partner, officer, director, CONSULTANT, lobbyist, or any actual or potential subcontractor or CONSULTANT of the person.
- (c) Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the cone of silence. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and **shall** remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation **shall** provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article **shall** not apply to oral communications at any public proceeding, including prebid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence **shall** not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence **shall** not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence **shall** terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section **shall** render the transaction voidable.

Contractor's Name: Richard Gibbs III
key Honey Contracting, LLC

Signature: 

Date: 10/2/24

City of Delray Beach

Bid ITBC 2024-038
 City of Delray Beach
 ITBC No. 2024-038
 Project No. 24-008
 Beach Access Improvements

BID BOND

STATE OF Florida)
) SS
 COUNTY OF Palm Beach)

KNOW ALL MY BY THESE PRESENTS that Key Honey Contracting, LLC as Principal, and
The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City of Delray
 Beach, Florida, hereinafter called the City in the penal sum of FIVE PERCENT OF
BID AMOUNT dollars (\$ 5%)
 lawful money of the United States, for the payment of which sum will and truly to be made, we bind
 ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
 presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal has submitted the
 accompanying bid, dated October 2, 2024, for project titled:

ITBC NO.: 2024-038
Beach Access Improvements
PROJECT NO.: 24-008

NOW, THEREFORE,

- (a) It is a condition precedent to the submission of said bid that a certified check, cashiers check or bid bond in the amount of **five percent (5%)** of the base bid be submitted with said bid as a guarantee that Bidder would, if awarded the contract, enter into a written contract with the CITY for the completion of the Work specified in the Contract Documents for the amount indicated in the Bid.
- (b) If the Principal shall not withdraw said bond within one hundred and twenty (120) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to the CITY and the surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said principal.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals,
 this 2nd day of October, 2024, the name and corporate seal of each corporate party being
 hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of
 its governing body.

I Angelo G. Zervos (person), on behalf of
 (surety)

The Ohio Casualty Insurance Company (surety company) have read
 and examined the Performance and Payment Bonds attached to Bid No. ITBC 2024-038.

Alt

Signature

October 2, 2024

Date

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses required. If Corporation, Secretary Only
 will attest and affix seal.

City of Delray Beach

Bid ITBC 2024-038
City of Delray Beach
ITBC No. 2024-038
Project No. 24-008
Beach Access Improvements

WITNESSES:

Cy L Hirsch

Print Name: Carey L. Hirsch

Stephany Campo

Print Name: Stephany Campo

PRINCIPAL

Key Honey Contracting, LLC

(firm name)

By: [Signature]
(Signature of Authorized Officer)

(affix Seal)

Print Name: Richard Gibbs IIITitle: PresidentBusiness Address: 240 SW 12th Ave.Ste. 2Pompano Beach, FL 33069

WITNESSES:

Courtney Saunders

Print Name: Courtney Saunders

Cheryl Emery

Print Name: Cheryl Emery

SURETY

The Ohio Casualty Insurance Company

(firm name)

By: [Signature]
(Signature of Authorized Officer)



Seal No. 3456

Print Name: Angelo G. ZervosTitle: Attorney-in-FactBusiness Address: 4443 Lyons Rd Suite D-212Coconut Creek, FL 33073Name of Local Insurance Agency Zervos Insurety Services



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207610-013001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angelo G. Zervos, David C. Lange, Donald W. Burden, Gus E. Zervos, Michael G. Zervos, Stephen M. Zervos

all of the city of Southfield state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of April, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 2nd day of October, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

INFORMATION REQUIRED OF BIDDER

BIDDER'S GENERAL INFORMATION:

Bidder **shall** furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets **shall** be attached as required.

- (1) CONTRACTOR'S name and address:

Key Honey Contracting, LLC
240 SW 12th Ave #2
Pompano Beach, FL 33069

- (2) CONTRACTOR'S telephone number: 305-849-1530

- (3) Number of years as a CONTRACTOR in this type of work: 25

- (4) Names and titles of all officers of CONTRACTOR'S firm:

Richard Gibbs III President

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Zervos Insurety Services 4443 Lyons Rd Suite D-212 Coconut Creek, FL 33073
Angelo Zervos 248-763-6263

- (6) Principal Materials Manufactures and Subcontractors. This proposal is being submitted by the hereinafter stated CONTRACTOR who proposes to perform work specified and shown on the Drawings. The Bid Proposal shown on the preceding page(s) has been calculated and tabulated using basic material prices. The following is a list of material manufactures and subcontractors whose materials and services said CONTRACTOR propose to furnish and utilize if the awarded a CONTRACT for the work specified herein and shown on the Plans. It is understood that the following list is not complete but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the CONTRACTOR will furnish the materials of the manufactures and utilize the services of the subcontractors stated herein and that if for any reason whatsoever CONTRACTOR wishes to substitute materials or subcontractors he **shall** request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

All of said manufactures or their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their materials will meet all of the requirements stated therein and that deliveries will be scheduled so as not to impede the progress of the work.

Materials

Precast Benches

Manufacturer

ED'S Concrete Products

Subcontractors


Name

South Florida Engineering Services

Duties

Consulting

Signature of Bidder

By:  _____

Print Name: Richard Gibbs III _____

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business in the State of Florida as a Contractor?

11 Years

2. What is the last project of this nature that you have completed?

See Attached Job List

3. Have you ever failed to complete work awarded to you: If so where and why?

No

4. Name three individuals or corporations for which you have performed work and to which you refer?

FKAA , David Hackworth, 502-541-5385

Charley Toppino & Sons, Andrew Toppino, 305-797-5839

KCB Marina, Ronert Judd, 478-737-5529

5. List the following information concerning all contracts on hand as of the date of submission of this proposal. (In case of co-venture, list the information of all co-venturers).

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE/OF COMPLETION</u>	<u>%OF COMPLETION TO DATE</u>
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See Attached Job List

(Continue list on insert sheet, if needed)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

7. Will you sublet any part of this work? If so, give details.

Yes, Consulting Services

South Florida Engineering Services, Aaron Cutler

8. What equipment do you own that is available for the work?
(Attach additional sheets as necessary)

See Attached Equipment List

9. What equipment will you purchase for the proposed work?

None

10. What equipment will you rent for the proposed work?

None

State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the business under the trade name. It is absolutely necessary that this information be furnished).

Key Honey Contracting, LLC

Correct Name of Bidder

a) The business is a (Sole Proprietorship) (Partnership) (Corporation)

b) The address of principal place of business is _____

240 SW 12th Ave #2

Pompano Beach, FL 33069

c) The names of the corporate officers or partners, or individuals doing business under a trade name, is as follows:

Richard Gibbs III

Signature of Bidder

By: 

Print Name: **Richard Gibbs III**

Business Address: **240 SW 12th Ave #2**

Pompano Beach, FL 33069

Incorporated under the laws of the State of **Florida**.

END OF SECTION 2

ITEM	QUANTITY
2006 Vermeer RTX450	1
MSA 340 Electrofusion	4
Electrofusion Pitt Bull	2
Premier Auger Drive Unit	4
Vermeer 1250 12" Trencher Attachment	1
Vermeer 1250 Rocksaw attachment	1
Vermeer 550 Rocksaw	1
Auger48"	4
Auger 12" - 36"	10
Cat 308 W/Drill	2
Cat 305 Excavator	4
1998 Ford Drill Truck	1
2012 F550 Ford Welding Truck	1
2005 F350 Ford Service Truck	1
40' Storage Container	2
Dump Trailer	2
Econoline Equipment Trailer	2
F350 Crew Cab	1
F450 Ford Service Truck	1
Porta Mole Boring Equipment	2
Ram Dodge Pickup	3
Dump Truck GMC	1
Cat Skid Steer	2
HDPE Wheel Trailers	1
Pressure Testing Trailer	1
Utility Locator Units	1
Steel Plates (Traffic Rated)	3
HDPE Crimp Tools	2
CAT Backhoe	1
Case 480F Backhoe	1
CAT 328 Excavator	1
CAT 242D Skidsteer	1
Komatsu WA-200 Loader	1
John Deere Boom Tractor	1
Dialgrade Pipe Laser	1
12" Wellpiont Pump	1
8" Hydraulic Pump	1
Vermeer T955 Trencher	1
Hitachi Excavator	1
Jonn Deere Loader	1
All other necessary small tools and fittings	

Job List

- 2016 Islamorada Sewer Project/Layne 2.29 Million**
Low Pressure Grinder Installs, neighborhood gravity sewer, LP Force Main
Owner, Village of Islamorada, Greg Tindle 305-664-6451
- 2016 Cudjoe Regional Sewer/Giannetti 1.43 Million**
Low Pressure Grinder Installs, FCAA Cudjoe Office; Giannetti, Richie Gibbs 772-473-9565
- 2017 Cudjoe Regional Sewer/Layne 2.36 Million**
Low Pressure Grinder Installs, FCAA Cudjoe Office; Reynolds, Wes Self 205-447-8787
- 2018 FCAA 4067-16, Mid Torch and CWS 2.9 Million**
Low Pressure Grinder Installs, Lift Station, FCAA Cudjoe Office, Stephanie Bruno
- 2018 FCAA 4068-17, No Name Key 2.1 Million**
Low Pressure Grinder Installs, Lift Station, LP Force Main, FCAA Cudjoe Office, Stephanie Bruno
- 2019 FCAA 4075-18, Cudjoe Regional CWS 3.1 Million**
Low Pressure Grinder Installs, FCAA Cudjoe Office, Stephanie Bruno
- 2020 ITB 1 -002, Pump Station Rehab Phase 2 C, E & D Manhole 2.3 Million**
Rehab 3 Pump Stations, City of Key West, Steve Gardner
- 2020 ITB 05-05-2020-0-2020/LF, Marathon Area 3-4 Forcemain Project \$800,000**
Forcemain Installation along US 1 in Marathon via Bore, City of Marathon, Steve Suggs
- 2021 FCAA 1151-17, Repair and Improvement of Water Transmission Main Cathodic Protection System 2.2 Million**
Cathodic Protection, FCAA, Keith McMahon
- 2022 FCAA 4091-21, City of Key West Wastewater Forcemain \$725,000**
Emergency Force main Installation, FCAA, William Osterhoudt
- 2022 Publix Key Largo, 2 Million**
Water, Sewer, Drainage, Fire line, Concrete, Paving, Striping
- 2023 FCAA 4090-23, City of Key West Wastewater Forcemain Phase II 2.9 Million**
Forcemain Installation, Slip Lining, Boring, FCAA, Marnie Walters

2023

FKAA @ u h k U k o
 u U Charley Toppino & Sons u 90% Complete

8 " M# U . . .
 ‡ o 7 O) h 8 " k K 75%
 Complete

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7M . u u U k .
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 80% Complete

Organization List

Richie Gibbs, President

Carey Hirsch, CEO

Jeffrey Melnechuk, Operations Manager

Michael, Chief Construction Superintendent

Kirk, Foreman

Fred Tingberg, Construction Consultant

Labor Workforce

18-21 Laborers, Operators & Pipe Layers with extensive experience

Administrative and Documentation

Carey Hirsch, CEO

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

EMPLOYMENT:

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

RECENT PROJECTS:

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

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

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

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

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

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

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

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

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

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

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

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

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person

CAREY L. HIRSCH

9 Bay Dr Key West, FL 33040 · 701-621-1151

carey@keyhoney.com

EXPERIENCE

JANUARY 2019 – PRESENT

CEO/Project Manager, KEY HONEY CONTRACTING

- Manage all day to day operations
- Supervise 15 employees
- Line out daily work
- Oversee daily work
- Coordinate jobsite work
- All accounting
- All purchasing
- Bidding Jobs
- Customer Service

MARCH 2008 – OCTOBER 2018

MANAGER, RICHLAND PUMP & SUPPLY

- Managed all day to day operations
- Supervised 6 to 15 employees
- Safety Meetings
- Lining out daily work
- Coordinated jobsite work
- Bidding jobs
- Accounts Receivable/Payable
- Responsible for purchasing all pipe and fittings for field work
- Handled all special orders
- Provided Top notch customer service and dispute resolution

MAY 2005 – FEBRUARY 2008

MANAGER, QUIK STOP

- Supervised 12 employees
- Ordered stock
- Customer service
- Open and closed store
- Employee meetings
- Scheduling
- Handling cash
- Balancing books

EDUCATION

JUNE 1994

DIPLOMA, LAKE ORION HIGH SCHOOL

3.8 GPA

JUNE 2002

ASSOCIATES IN ACCOUNTING, OAKLAND COMMUNITY COLLEGE

SKILLS

- Detail oriented
- Very organized
- Great communication
- Learn at a fast pace
- Proficient in Microsoft office
- Great problem solver

Jeffrey Melnechuk, Operations Manager General Superintendent

1801 NW 18th STREET
POMPANO BEACH, FLORIDA 33069
Ph: 954-972-8104 Fax: 954-972-8108
mally@keyhoney.com

Jeff (Mally) has over 21 years' underground utility construction experience with governmental agencies as superintendent, foreman, and operator in Michigan and Florida. Jeff's experience also includes residential and commercial vertical construction.

EMPLOYMENT:

Giannetti Contracting Corp.	1998 – Present	Operations Manager / General Superintendent
Key Honey Contracting, LLC	2019 – Present	Operations Manager / General Superintendent

RECENT PROJECTS:

Broward County - Utility Analysis Zone Improvement Program (UAZ) 110-111 – 2019-Present

Contract Amount: \$24,948,799.10

- Project includes over 115,000 LF of new water main, gravity sewer main, and drainage from 4" to 24" in diameter. Over 155,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

City of Hollywood, Florida – Water Main Replacement Program – Hollywood Blvd. to Sheridan St., Federal Hwy. to Intracoastal Waterway 2015 - 2018

Contract Amount: \$12,253,900.57

- Water Main Replacement Project included over 116,000 LF of new water main and 3,400 LF of new drainage from 4" to 48" in diameter. Project also included over 217,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales.

Loxahatchee River Environmental Control District – Jupiter Inlet Colony Neighborhood Rehabilitation Project - 2016 - 2018

Contract Amount: \$8,912,466.41

- Neighborhood infrastructure improvements project on island in Jupiter Inlet Colony, Florida. Project included over 39,000 LF of water main, gravity sewer force main, and drainage from 4" to 30" in diameter. New lift station was also installed. Project also included over 33,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales.

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 were 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 were 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 were also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person, MOT, First Aid / CPR Certified



Kevin Bohnert Superintendent

Key Honey Contracting
 936 Crane Blvd
 Sugarloaf Key, FLORIDA 33042
 Cell: 561-699-8409
Kevin@keyhoney.com

Kevin Bohnert has over 23 years' construction experience as a superintendent, foreman, and operator, in the underground construction industry with governmental agencies in Florida. Kevin also has experience in commercial construction throughout the Keys and Florida over these past 21 years. Kevin is "hands-on" with current projects in the South Florida area especially throughout the FCAA network.

EMPLOYMENT:

Key Honey Contracting, LLC	2019-Present	<u>Superintendent</u>
Giannetti Contracting Corp.	1995 – Present	<u>Foreman</u>

RECENT PROJECTS:

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

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

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

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

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

- Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new

roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Cathodic Protection & Repairs – Florida Keys Aqueduct Authority – 2021-2022

Contract Amount: \$ 2,119,063.23.

- Project included installing zinc and magnesium anodes throughout the Florida Keys and repairing damaged sites. This project had extensive restoration including FDOT right-of-way, roadways and sidewalks.

LICENSES AND CERTIFICATIONS:

OSHA Competent Person

Confined Spaces

Fred Tingberg, Jr.

936 Crane Blvd Sugarloaf Key ▪ 954 982 0804
Fred@keyhoney.com

QA/QC Director; Key Honey Contracting

25+ years' success leading construction operations, capital planning, development, and engineering management

Results-driven executive combining extensive experience in leading construction and rehabilitation projects of up to \$100M. Steer operations to ensure efficiency and performance in purchasing, supply chain, occupational safety, services, sales, and finance activities. Leverage skills in manufacturing, product selection, design, and installation to contain costs. Collaborative communicator continually focused on building relationships and promoting synergy across business lines and facilities. Recognized for strong ability to deliver operational improvements that optimize training, organizational programs, and projects. Coauthored and published several papers on methods, services, construction, and rehabilitation. Trade affiliations include NASTT, AWWA, APWA, UCT and NASSCO.

Areas of Expertise

- Strategic Planning & Scheduling
- New System Implementation
- Program & Budget Oversight
- Capital Management
- HDPE Slip lining
- Bypass Operations
- Staff Recruitment & Training
- Trenchless Technology
- NSF 61 Watermain Rehabilitation
- Safety Procedure Development
- Change Management
- Data Analysis & Reporting

Key Accomplishments

- Oversaw over 15 M Lineal feet CIPP in multimillion-dollar contracts at Lanzo Trenchless Technologies.
- Planned and executed activities of award winning rising tide mitigation contract at Lanzo Construction.
- Co-Authored ASTM F 1743 Specification in 1994, Pull & Invert CIPP method used in Trenchless Watermain

Professional Experience

Giannetti Contracting

QA/QC January 2020 – Present

Staff Executive at a 75 Year Old Family Run Company specializing in installation of Water, Sewer, Pipeline and Treatment Plant Facilities, Heavy Highway Roadway, Utility Contracting, Planning, Estimating Contract Administration.

Technicon Consulting Group CEO Palm City, FL

CEO, Operational Assistance and Engineering Consulting, 2020 - Present

Steer underground infrastructure construction project operations (\$850M revenue) to attain growth and efficiency initiatives by leading 120 total staff in completing 20+ projects annually. Oversee safety, environmental compliance, proposals, hard dollar bonded bidding, material selection, purchasing, financial controls, budgeting, and \$10M - \$50M contracts with strategic partners. Stretch the budget using short and long-term planning strategies, negotiating costs, and

continued...

Fred Tingberg, Jr.

Page 2

executing business plans with complete financial/P&L responsibility of units and suppliers. Uphold compliance with EPA, DOT, OSHA, HAZMAT, DERM, DEQ protocols, and other local and federal agencies. Responsible for ISO9001 audits, successfully attaining a passing score every year. Report to CEO/Boards of respective Companies

Lanzo Corporation, Deerfield Beach, FL/Roseville, MI

COO, 2018 - Present

Steer underground infrastructure construction project operations (\$100M revenue) to attain growth and efficiency initiatives by leading 160 total staff in completing 20+ projects annually. Oversee safety, environmental compliance, proposals, hard dollar bonded bidding, material selection, purchasing, financial controls, budgeting, and \$20M - \$25M contracts with strategic partners. Stretch the budget using short and long-term planning strategies, negotiating costs, and executing business plans with complete financial/P&L responsibility of units and suppliers. Uphold compliance with EPA, DOT, OSHA, HAZMAT, DERM, DEQ protocols, and other local and federal agencies. Responsible for ISO9001 audits, successfully attaining a passing score every year. Report to CEO/Board

- Deliver on time and within budget by managing the RFQ/RFP/RFI process, selecting competitive vendors, scheduling logistics, and assessing quality of materials and completed work.
- Reduce project spend on new site builds with procured materials, scheduled efficiency, and clear interpretations of detailed sketches, blueprints, and isometric drawings.
- Protect the organization by mitigating risk exposure through leveraging a technical expertise in material selection to ensure adherence of all engineered pipeline construction and repair systems.
- Maximize results by working directly with civil, mechanical, plumbing, electrical, instrumentation, welders, and other contractors to resolve issues and estimate accurate bids

Lanzo Corporation, Deerfield Beach, FL/Roseville, MI

Business Development Manager, 1993-2018

Provided Leadership in Design Build, Negotiated Point of Sale & Hard Dollar Bid Activities

- Integral partner in growing Lanzo from 40M to over 100M in Sales Backlog over two Divisions
- Managed Lining Division
- Estimated Hard Dollar Bids to \$50M in size
- Coordinated purchasing of \$ 20-40M in construction materials

Additional History

Regional Pipe & Supply Area Manager - SEMSCO, a division of Clayton Group 1984-1993

- P&L responsibility for both a Miami & Broward yard distributing Construction Products to all Contractors in utility contracting opportunities throughout South Florida
- Maintained key vendor relations with all PVC manufacturers, Ductile Iron Pipe & Valve, Fitting & Drainage product manufacturers

National Specifications Engineer - Armco Construction Products Division, New York, NY 1980-1984

- Responsible for the National Engineering accounts represented in Manhattan for Nationwide projects to support Sales Engineers in all corners of the country
- Represented Armco Manufactured Truss Pipe selling the benefits of semi rigid plastic pipe against PVC, AC and VCP varieties to contractors throughout Long Island

Research Technical - Arco Polymers, Monaca PA 1980 (two terms)

- Co-op assignment with Polymer producer supporting projects in emulsion polymers and polymer concrete

Education & Credentials

Bachelor of Science – Materials Engineering, Rensselaer Polytechnic Institute

Licenses & Acolades

- State of Arizona G.C. License,
- State of Georgia Utility Managers License
- State of Florida (CGC) G.C., (CUC) Utility Contractors, and CFC Plumbing Licenses
- State of Louisiana Construction License
- State of South Carolina Construction License
- Development of proprietary closure fittings and assemblies for Pressure rated pipeline repair
- Patented products in Composite Polymers while a research technician Arco Polymers, Monaca PA
- Developed proprietary closure assembly for Watermain/Force main CIPP pressure system

Publications

Published Paper; *“Basalt Fiber Reinforcement eradicates Corrosion Concerns in Concrete products”* UCT Construction Conference Ft Worth Texas January 2022

Published Paper; Watermain Rehabilitation “Reaches the Beach” NSF61 Trenchless NASTT No Dig 2020 Denver

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Published Lanzo Lining Services Engineering Design Guide

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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