

PROPOSAL

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

To: The City of Key West
Address: 3126 Flagler Avenue, Key West, Florida 33040
Project Title: TRUMAN WATERFRONT PARK AMPHITHEATER

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

Company Name: Biltmore Construction Co., Inc.
Contact Name & Telephone #: Travis Parker 727-639-0340
Email Address: tparker@biltmoreconstruction.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

PROPOSAL (continued)

CERTIFICATES OF INSURANCE

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

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
<ul style="list-style-type: none"> - Contractual Liability - CG2010 (1185) or Equivalent - No exclusion for XCU - Products / Completed Operations - Personal Injury 	<ul style="list-style-type: none"> - Commercial Form - Broad Form Property Damage - Premises / Operations - Independent Contractors (if any part of the work is to be subcontracted out)
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$5,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee
Pollution Liability:	\$2,000,000

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail. The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted). Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act. Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation. The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

LIQUIDATED DAMAGES

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2.

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PROPOSAL (continued)

4 of 9

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. Bidders shall include in their lump sum bid the cost to provide Builder's Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

1. BASE BID

1 LS \$ 4,926,006 (1)

Contingency and Unforeseen Conditions Allowance
1 LS (10% of Base Bid)

\$ 492,601 (2)

Utility Fee Allowance (for FKAA and Keys Energy service fees)
1 LS

\$ 140,000.00 (3)

TOTAL LUMP SUM BASE BID (1) + (2) + (3):

\$ 5,558,607 (4)

TOTAL LUMP SUM BASE BID:

Five Million Five Hundred Fifty Eight Thousand
\$ Six Hundred Seven Dollars & 00 Cents
(4) amount written in words

BASE BID ADD OR DEDUCT ALTERNATES

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. A deductive alternate for the painted metal panels cladding at the curved back wall with painted smooth stucco finish over same metal framing as shown in drawings.

1 LS \$ -101,117

[ITEMS 2 – 5 ARE ADD/ DEDUCTIVE ALTERNATES THAT ARE PART OF ADDENDUM # 1]

2. An Add alternate for the Chain-link fence as indicated in construction drawings.

1 LS \$ 4,079

PROPOSAL (continued)

5 of 9

3. A Deductive alternate for 1-1/2" thick asphalt pavement within the secure service area in lieu of 6" concrete as shown on drawing C-02.

1 LS

\$ - 33,927

4. An Add alternate installation of 24" ADS sleeve within Navy gas line easement.

1 LS

\$ 32,430

5. An Add alternate for the Pre-Engineered / Pre-manufactured bathroom building including foundation. (note utilities to bathroom are part of base bid).

1 LS

\$ 325,000

6. An Add alternate for flood risk endorsement on Builders Risk coverage. (note: Builders Risk coverage is part of base bid).

1 LS

\$ 64,756

7. An Add alternate for wind risk endorsement on Builders Risk coverage. (note: Builders Risk coverage is part of base bid)..

1 LS

\$ 50,525

PROPOSAL (continued)

6 of 9

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

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

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

List items to be performed by CONTRACTOR's own forces and the estimated percent of the Total Lump Sum Base Bid.

PROPOSAL (continued)SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Bella Construction

Name	<u>Concrete</u>			9.3 %
Trade	<u>III US 1</u>	<u>Key West</u>	<u>FL</u>	<u>33040</u>
Street		City	State	Zip

Keys Iron Works

Name	<u>Sitework</u>			22 %
Trade	<u>5551 2ND Ave</u>	<u>Key West</u>	<u>FL</u>	<u>33040</u>
Street		City	State	Zip

GARY'S PLUMBING

Name	<u>PLUMBING</u>			4 %
Trade	<u>6409 2ND Terrace</u>	<u>Key West</u>	<u>FL</u>	<u>33040</u>
Street		City	State	Zip

Florida Keys Electric

Name	<u>ELECTRIC</u>			5.6 %
Trade	<u>5730 2ND Ave</u>	<u>Key West</u>	<u>FL</u>	<u>33040</u>
Street		City	State	Zip

Eco Scapes

Name	<u>Landscaping</u>			4.3 %
Trade	<u>1120 Seminary St</u>	<u>KW</u>	<u>FL</u>	<u>33040</u>
Street		City	State	Zip

PROPOSAL (continued)SURETY

Federal Insurance Company _____ whose address is
 15 Mountain View Rd. Warren NJ 07059
 Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Biltmore Construction Co., Inc. _____ doing business at
 1055 Ponce de Leon Blvd. Belleair FL 33756
 Street City State Zip

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

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

Edward A. Parker, Jr., PE

William B. Parker

Richard D. Parker

Travis Parker

Jeff Parker

Vito DiRuggiero

PROPOSAL (continued)**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2016.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 14th day of December 2016.

(SEAL)

Biltmore Construction Co., Inc.
Name of Corporation

By  _____ Vito DiRuggiero

Title Vice President

Attest 

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years. List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers on attached sheet.

PART 8

SCHEDULE OF VALUES

BILTMORE CONSTRUCTION**Amphitheater - Truman Waterfront park****BID - SCHEDULE OF VALUES**

ITEM	Total
Mobilization	\$ 50,000
Maintenance of Traffic	\$ 10,000
Site Demolition	\$ 7,600
Utility Demolition/Relocation	\$ 7,000
Excavation & Grading	\$ 45,000
Cut/Fill and Dewatering	\$ 988,675.00
Storm Water Pollution Prevention Plan	\$ 5,000
Curbing	\$ 8,800
Vehicular Roadways	\$ 192,414
Parking/Service Pavement	In Vehicular Roadways
Pavement Marking	\$ 3,110
Crosswalks	In Pavement marking
ADA parking Stalls	In Vehicular Roadways
Concrete Pavers	none
4" Concrete	In Vehicular Roadways
6" Concrete	In Vehicular Roadways
12" Ribbon Curbs	In curbing
Drainage Structures	In Storm
Truncated Dome Pavers	\$0
Concrete Expansion Joints	In Vehicular Roadways
Concrete control Joints	In Vehicular Roadways
Removable Bollards	\$ 5,160
Ant Ram Smart Bollards	\$ 3,420
Expansion Joints	In Vehicular Roadways
Benches, Trash and Recycle Receptacles and Bike Racks	\$ 25,503

BILTMORE CONSTRUCTION

Amphitheater - Truman Waterfront park

BID - SCHEDULE OF VALUES

ITEM	Total
6' High Fencing	\$ 22,620
6' high Pedestrian Gate	In Fencing
6' High Rolling Gate	In Fencing
Pedestrian Gates	In Fencing
Tree Protection, Removal and Relocation	In site Demo
Canopy Trees	\$ 245,848
Ornamental Trees	In Canopy Trees
Large Palms	In Canopy Trees
Small Palms	In Canopy Trees
Shrubs and Groundcover	In Canopy Trees
Turf Grass	In Canopy Trees
Irrigation	\$ 65,000
Site Electrical	\$ 150,000
Electrical Transformers, Underground Power Feeders and Branch Wiring	In site Electrical
Site Lighting	In site Electrical
Site Electrical/Low Voltage Infrastructure back to stage	In site Electrical
Storm Drainage System	\$ 68,970
Domestic Water & Water Mains	\$ 12,300
Sanitary Sewer	\$ 19,980
Water- Fire	\$ 5,000
Regulatory Signage	IN Sitework
Amphitheater Concrete (Cast in place)	\$ 332,688
Amphitheater concrete (pre-cast structural)	\$ 9,000
Amphitheater Concrete (Lightweight Insulating)	\$ 22,150
Amphitheater Concrete (Unit Masonry)	\$ 36,995



December 14, 2016

City of Key West
3126 Flagler Avenue
Key West, FL 33040

Re: Truman Waterfront Park Amphitheater
Bid Coverage Details

Gentlemen:

Attached hereto is Biltmore Construction Company's bid proposal form for the Truman Waterfront Park Amphitheater project.

Please note the following:

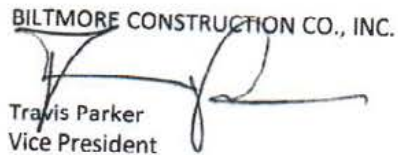
- Biltmore Construction and its subcontractors are carrying the required \$5,000,000 Excess Liability Umbrella Coverage as required by the bid documents. The approximate value included for this is \$15,000.00.
- Although the bid documents indicate a seven (7) month schedule (220 days), Biltmore has included the costs for a ten (10) month construction schedule including extended General Conditions and Liquidated Damages in our Base Bid Proposal. With all due respect, we strongly feel that ten (10) months is a realistic schedule for the project due to the contaminated soils, large site rework required, over excavation, stockpiling, etc. and the stress on the current subcontractor market; which will cause delays to the project schedule. Also, keeping in mind that the project must shut down to allow the City of Key West's scheduled activities that revolve around the Truman site to take place. The approximate value included for this is \$205,725.00. Biltmore Construction plans to make every effort to bring the project into completion within the seven (7) month schedule.
- Biltmore Construction maintains a Master Builder's Risk Insurance Policy for windstorm for projects of this size in the Florida Keys. We have bought-down the deductibles to \$25,000/occurrence; and this value is included in Alternates 6 and 7.

Flood (including Buy-down) $\$25,000 + \$21,031 + \$17,500 + \$1,225.00 = \$64,756.00$
Wind (including Buy-down) $\$25,000 + \$6,800 + \$17,500 + \$1,225.00 = \$50,525.00$

Thank you for this opportunity.

Very truly yours,

BILTMORE CONSTRUCTION CO., INC.


Travis Parker
Vice President

ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)
)
COUNTY OF Pinellas) : SS

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

By: [Signature]
Vito DiRuggiero, Vice President

Sworn and subscribed before me this 8th day of December, 2016.

NOTARY PUBLIC, State of Florida at Large

Debra K. Schaefer

My Commission Expires:

DEBRA K. SCHAEFER
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
No. EE 854474

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

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

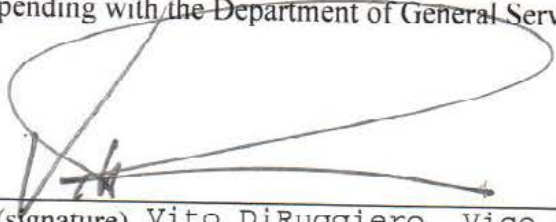
1. This sworn statement is submitted with Bid or Proposal for Biltmore Construction Co., Inc.
2. This sworn statement is submitted by Biltmore Construction Co., Inc.
(name of entity submitting sworn statement)
whose business address is 1055 Ponce de Leon Blvd., Belleair, FL
33756
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0270349
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)
3. My name is Vito DiRuggiero
(please print name of individual signing)
and my relationship to the entity named above is Vice President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

PUBLIC ENTITY CRIMES (continued)

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

PUBLIC ENTITY CRIMES (continued)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



(signature) Vito DiRuggiero, Vice President
December 14, 2016

(date)

STATE OF Florida

COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Vito DiRuggiero _____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 8th day of December, 2016.

My commission expires:

DEBRA K. SCHAEFER
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
No. EE 854474



NOTARY PUBLIC

* * * * *

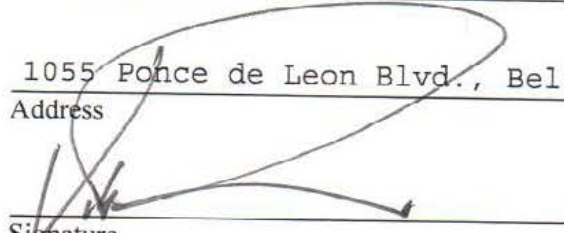
INDEMNIFICATION

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

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

CONTRACTOR: Biltmore Construction Co., Inc. SEAL:

1055 Ponce de Leon Blvd., Belleair, FL 33756
Address


Signature

Vito DiRuggiero
Print Name

Vice President
Title

12/8/16
Date

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

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

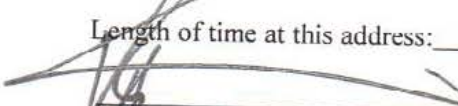
- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name Biltmore Construction Co., Inc. Phone: 727-585-2084
1055 Ponce de Leon Blvd.

Current Local Address: Belleair, FL 33756 Fax: 727-585-2088
(P.O Box numbers may not be used to establish status)

Length of time at this address: 62 years


Signature of Authorized Representative

Date: December 14, 2016

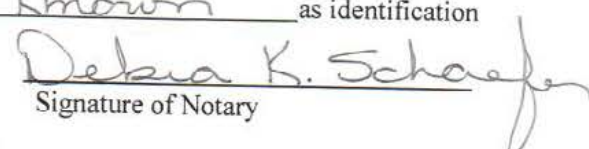
STATE OF Florida COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 8th day of December, 2016.

By Vito Di Ruggiero, of Biltmore Construction
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging) Co., Inc

or has produced identification personally known as identification
(Type of identification)

DEBRA K. SCHAEFER
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
No. EE 854474


Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Pinellas)

I, the undersigned hereby duly sworn, depose and say that the firm of Biltmore Construction provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
Vito DiRuggiero, Vice President

Sworn and subscribed before me this

8th day of December, 2016.


NOTARY PUBLIC, State of Florida at Large

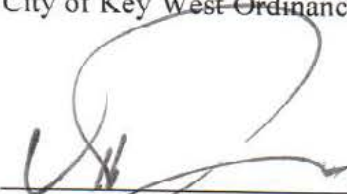
My Commission Expires: _____

DEBRA K. SCHAEFER
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
No. EE 854474

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Pinellas)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Biltmore Construction have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).



(signature) Vito DiRuggiero, Vice President

December 14, 2016

(date)

Sworn and subscribed before me this

8th Day of December, 2016.

Debra K. Schaefer

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

DEBRA K. SCHAEFER
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
No. EE 854474

BIDDER'S CHECKLIST

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

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

* * * * *

FLORIDA BID BOND

BOND NO. BID BOND

AMOUNT: \$ FIVE PERCENT (5%)
OF THE AMOUNT BID

KNOW ALL MEN BY THESE PRESENTS, that Biltmore Construction Co., Inc.

hereinafter called the PRINCIPAL, and Federal Insurance Company

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

having its principal place of business at 15 Mountain View Road, Warren, New Jersey 07059

in the State of New Jersey,

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

CITY OF KEY WEST, FLORIDA

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of FIVE PERCENT (5%) OF THE
AMOUNT BID DOLLARS (\$ 5%)

for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for TRUMAN WATERFRONT PARK AMPHITHEATER, said Bid Proposal, by reference thereto, being hereby made a part hereof.

FLORIDA BID BOND (continued)

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

TRUMAN WATERFRONT PARK AMPHITHEATER

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 14th day of December, 2016.

PRINCIPAL

Biltmore Construction Co., Inc.

By 

Vito Diruggiero, Vice President

Federal Insurance Company

SURETY

By 

Attorney-In-Fact John E. Tauer

STATE OF FLORIDA)
COUNTY OF PINEHILLS) : SS

FLORIDA BID BOND (continued)

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

By: _____

Sworn and subscribed before me this 14th day of December, 2016.

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires:

* * * * *

CORPORATE ACKNOWLEDGMENT

State of Florida)
) ss
County of Pinellas)

On this 14th day of December, 2016, before me appeared Vito Diruggiero,
to me personally known, who, being by me duly sworn, did say that he/she is the Vice President
of Biltmore Construction Co., Inc., a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in
behalf of said corporation by authority of its Board of Directors, and that said Vito Diruggiero
acknowledged said instrument to be the free act and deed of said corporation.

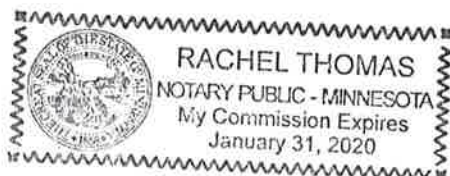
DEBRA K. SCHAEFER
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
No. EE 854474

Debra K. Schaefer
Notary Public _____ County, Pinellas
My commission expires 2-4-17

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 14th day of December, 2016, before me appeared John E. Tauer,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of _____
Federal Insurance Company, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
executed in behalf of said corporation by authority of its Board of Directors; and that said _____
John E. Tauer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Ramsey County, Minnesota
My commission expires 1/31/2020



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**


**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Melinda C. Blodgett, R. C. Bowman, Jack Cedarleaf II, D. R. Dougherty, Sandra M. Doze, R. Scott Egginton, R. W. Frank, Linda K. French, Ted Jorgensen, Emily Keiser, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Craig H. Remick, Nicole M. Stillings, John E. Tauer, Rachel A. Thomas and Lin Ulven of Minneapolis, Minnesota**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **April, 2015**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **27th** day of **April, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316686
Commission Expires July 16, 2019

CERTIFICATION


Notary Public

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **14th** day of **December**, 2016




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



WATER WORKS PARK at RIVERWALK

Tampa, Florida

Size: 3.7 Acres

Total: \$7,396,350

Completion: August 2014

Owner:

City of Tampa

James Jackson,

Planning & Design Manager

100 East Jackson Street, 4N

Tampa, FL 33602

P: 813.274.8773 F: 813.874.8080

james.jackson@tampagov.net

Architect:

Rowe Architects Incorporated

100 East Madison Street, #200

Tampa, FL 33602

Rick Rowe, AIA

813.221.8771 Ext. 109

r.rowe@rowearchitects.com

Engineers:

The Ash Group, Inc. - Civil

Janice Sands Ash, PE

813.290.8899, Ext. 217

jash@ash-grp.com

Environmental Engineering
Consultants

Robert E. Wallace, PE

813.237.3781

rwallace@eec-tampabay.com

Richard Pryor

rpryor@eec-tampabay.com

Services Provided:

Design Build with GMP



This new award-winning 5-acre waterfront municipal park features an amphitheater and performance pavilion; picnic areas with shelters; playground with rope climb designed as ship's rigging; splash pad; wedding gazebo; event stage and event lawn area; boat dock with slips; walking and bike paths; dog park; pedestrian/vehicle bridge; restroom buildings and ancillary administration/maintenance buildings.

The scope included extensive Brownfield site remediation, involving the removal of 20,100 tons of soil contaminated with lead, petroleum, gas and arsenic. The historic "Princess Ulele Spring" was restored by reshaping the basin, relocating storm water pipes, removing portions of seawall and installing rip rap. Ulele Spring now boasts a mini-waterfall and two footbridges over the estuarine lagoon.





Doral Legacy Park and Recreation Complex

Doral, Florida

Size: 18 Acres / 38,300 GSF

Total: \$23,249,501

Completion: October 2016

Owner Contact:

City of Doral

Barbara Hernandez, Director

Parks and Recreation

305.593.6600

barbara.hernandez@cityofdoral.com

Architect:

Wannemacher Jensen Architects, Inc.

180 Mirror Lake Drive North

St. Petersburg, FL 33701

Jason Jensen, AIA, LEED AP

727.822.5566 Ext. 229

Jason@wjarc.com

Engineer:

Kimley Horn & Associates, Inc.

1221 Brickwell Avenue, Suite 400

Miami, FL 33131

Juan Jiminez

305.673.2025

juan.jiminez@kimley-horn.com

Services Provided:

Construction Manager at Risk



This new 18-acre urban park included extensive Brownfield site remediation (removal and replacement of 64,000 cubic yards of soil contaminated with arsenic); a 2-story, 38,300 SF recreation building housing a classroom/community room; performance stage; two full-size indoor basketball courts with an elevated running track and workout area; an aerobics and dance studio with folding partitions; and all ancillary support spaces. Additional features include:

- Elevated pedestrian bridge with storage building
- Concessions/restroom building
- Bandshell and event lawn
- Extensive hardscapes, sidewalks, and pavers
- Concrete seatwalls, planters, and fencing
- Baseball field with natural Bermuda turf
- 1 Full-sized football/soccer field with synthetic turf
- 1 Half-sized soccer field with synthetic turf
- 2 Quarter-sized soccer fields with synthetic turf
- Storage building at soccer fields
- 5 Tennis courts, 3 full basketball courts
- 2 Sand volleyball courts
- Large splash-pad
- Playground with equipment
- 5 Park shelters and shaded pavilions
- Concessions/restroom building





JAMES STREET AND TRANSMISSION & DISTRIBUTION BUILDINGS

Key West, FL

Size: 36,695 GSF
Total: \$9,682,285
Completion: February 2016

Owner:

Keys Energy Services
1001 James Street
Key West, FL 33040
Jack Wetzler, Asst. General
Manager and CFO
P: 305.295.1013 F: 305.295.1005
jack.wetzler@keysenergy.com

Architect:

Bender & Associates Architects
410 Angela Street
Key West, FL 33040
Bert Bender, Principal
P: 305.296.1347 F: 305.296.2727
bbender@benderarchitects.com

Engineer:

Perez Engineering &
Development, Inc.
1010 East Kennedy Dr., Suite 400
Allen Perez, Principal
P: 305.293.9440 F: 305.296.0243
aperez@perezeng.com

Services Provided:

Construction Manager at Risk



T & D Building



James Street Building



James Street Renovation - Key West, FL

Renovation of an existing three-story 22,000 SF office building with parking at ground level. The renovation includes selective demolition, interior renovations including doors & hardware, window replacement, restroom renovations, ceilings, painting, flooring and HVAC replacement. The scope also included soil remediation (removal and replacement of 500 tons of soil contaminated with arsenic, fluorocarbons and other substances), asbestos abatement, associated site, civil, mechanical, electrical, plumbing and fire protection, and landscaping. Exterior work includes concrete/stucco replacement to harden facility to Category-5 wind loads, and roofing.

Transmission and Distribution Administration Building – Key West, FL

New two -story 8,695 SF concrete office building with storage and parking at ground level, and the selective demolition and renovation of adjacent existing two-story 2,445 SF building along with all associated site, civil, mechanical, electrical, plumbing and new fire protection. Facility houses offices, locker rooms, restrooms, and 1,200 SF of Group S-2 Low Hazard Storage Occupancy Classification on the ground level. The project consists of 11,140 SF of air conditioned space, 4,450 SF of covered parking, and 1,183 SF of unconditioned elevated walkways and stair towers for a total of 16,773 SF as well as 79,870 SF site work. Hardened – Category 5 facility supported by redundant back-up.

Size: 188-Acre Campus
 Completion: 2011

Owner:

Eckerd College
 4200 54th Avenue South
 St. Petersburg, FL 33711
 Bill McKenna, Director of
 Planning & Development
 727.867.5211

Architect:

Canerday, Belfsky & Arroyo
 in Assn. with Ayer Saint Gross
 800 2nd Avenue So., #320
 St. Petersburg, FL 33701
 Leo Arroyo, AIA, Principal
 727.823.0675

Engineer:

Anderson Lane Inc. 2750 N.
 McMullen Booth Road,
 Ste. 104
 Clearwater, FL 33761
 Ron Anderson
 727.797.5050

Services Provided:

Construction Management



Located on Boca Ciega Bay, South Beach is home to many recreational events at Eckerd College. Eckerd College's 188-acres of waterfront real estate has been undergoing a campus-wide upgrades and site reconfiguration to accommodate their expansion needs, meet new environmental protection goals and make the campus more park-like and pedestrian friendly. Through a series phased construction projects, Biltmore has completed multiple new construction projects that involved bringing in fill to raise many of the campus sites over 8 feet elevating the newest structures 13 feet above sea level. The upgrades included adding new roadways, sidewalks, entry-ways, underground utilities, lighting and signage to this beautiful and unique campus.

The phased work included the expansion and renovation of the Eckerd College's South Beach Waterfront Park. The new waterfront recreational area for South Beach Park included seawall restoration and fill to support two sand-volleyball courts, pavilion, full size intramural athletic fields, and a 100-yard white sea-walled sand beach along Boca Ciega Bay. The work also included new sidewalks and walkways, seating and benches as well as landscaping to provide pedestrian greenway connectors. South Beach is adjacent to the Galbraith Marine Science Lab and is an important feature for many of the marine sciences studies taking place on this campus.

Eckerd's South Beach Park and waterfront program is one of the largest collegiate watersports programs in the southeastern U. S., and one of the most exciting recreational opportunities on the campus. The Park features a boathouse, activities center, multiple docks and a boat ramp. Additional resources available are a fleet of sailboats, canoes, sea kayaks, sailboards, and multiple power boats used for water skiing, fishing, special trips and other activities. South Beach offers sand volleyball courts, a pavilion, a soccer field, and is a popular site for college programs and activities. Mangrove islands can be seen from the beach, and students explore the Pinellas National Wildlife Refuge and Bird Sanctuary by kayak.



Total Size: 55,000 GSF
Total Cost: \$25,800,000
Completion: January 2013

Owner:

Eckerd College
4200 54th Avenue South
St. Petersburg, FL 33711
Bill McKenna, Director of
Planning & Construction
P: 727.867.5211 F: 727.864.6611
E-Mail: mckennwj@eckerd.edu

Architect:

CANNON DESIGN
1100 Wilson Blvd., Suite 2900
Arlington, VA 32209
Patricia Bou, Project Manager
P: 703.907.2300 F: 703.907.2050

Engineer:

Anderson Lane Inc. 2750 N.
McMullen Booth Road,
Ste. 104
Clearwater, FL 33761
Ron Anderson
727.797.5050

Services Provided:

Construction Management



The new Center for Molecular and Life Sciences houses Chemistry, Biology, and Biochemistry programs featuring teaching laboratories, classrooms, faculty-student research spaces, faculty offices, collaborative meeting spaces, **fabric-structures for covered courtyards, a greenhouse** and multiple study areas. The one-story building is massed as two wings connected by a central lobby that can be opened to the outside, with airlocks to separate the lobby from the wings.

The project scope included development of the 21-acre site within the occupied campus; de-mucking & fill replacement, utility and infrastructure extensions and relocations, major roadway relocation, storm water collection and retention, parking and landscaping. Constructed on a coastal site within an A-Flood Zone, the existing site was 4 feet above sea level with FEMA requirements for floor elevation 9.5 feet above sea level. The building's first floor is 11 feet above sea level. Fill dirt required for foundations was recycled from the excavation of an onsite pond which doubles as a storm water control feature while providing an additional on-site aquatic habitat, which was greatly desired by the biology faculty. Construction is precast complex hardened with impact glass windows and doors.

LEED Platinum Certified

A unique, innovative efficient cooling system uses reclaimed water from a nearby city reclamation plant, saving thousands of gallons/day and eliminating the need for a cooling tower. The main entry courtyard features fabric structures (hardened to Cat-5) for energy efficiency and provides a covered assembly venue.



Project Size: 14+ Acres
Total: \$4,420,000
Completion: 11/2012

Owner:

Eckerd College
4200 54th Avenue South
St. Petersburg, FL 33711
Bill McKenna, Director of
Facilities Construction
727.867.5211
mckennwj@eckerd.edu

Architect:

Canerday, Belsky +Arroyo
in Assn. with Ayer | Saint | Gross
800 2nd Avenue So., #320
St. Petersburg, FL 33701
Leo Arroyo, AIA, Principal
727.823.0675
Leo@
canerdaybelskyarroyo.com

Engineer:

Anderson Lane Inc. 2750 N.
McMullen Booth Road,
Ste. 104
Clearwater, FL 33761
Ron Anderson
727.797.5050

Services Provided:

Construction Management



The Athletic and Recreation Complex Expansion included a new artificial turf Soccer Field and one natural turf Soccer Field for intramural competition; three NCAA Regulation Tennis Courts with electronic scoreboards; bleachers, storage building; new field lighting; related site work; and infrastructure renovation including installation of fill to raise the elevation of entire East Campus site by 4 feet to meet coastal building requirements.

A new South Beach waterfront recreational area accommodates two sand Volleyball Courts, full size intramural Athletic Fields, installation of a 100-yard white sand beach on Boca Ciega Bay, sidewalks and area landscaping.

The new 4,000 GSF "GO Pavilion" provides three intramural-sized Basketball courts structured to accommodate removable Tennis/Volley Ball netting. The specialized- custom fabric shade structure is secured with hi-tension steel cables anchored by 55-foot deep/3-foot diameter drilled-shaft foundations to meet 140 MPH windloads. Scope included all associated sitework, infrastructure, and landscaping.

