BID FORM

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The City of Key West

Address:

3126 Flagler Avenue, Key West, Florida 33040

Post Office Box 1409, Key West, Florida 33041

Project Title:

Nelson English/Willie Ward Park Renovation/Enhancement Project

Project No.:

BV-1003

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

Name:

Burke Construction Group, Inc.

Telephone:

(305) 468-6604

Email:

dmartinez@bcgconstruction.net

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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

The Bidder further agrees, as evidenced by signing the Bid, which if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

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CONTRACT EXECUTION AND BONDS

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The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver 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 Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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Construction start date is anticipated to be April 19, 2013.

The Bidder agrees to provide and maintain safe access to the existing basketball court and playground area by June 6, 2013, continuing throughout the contract duration.

The Bidder agrees to achieve Substantial Completion for the Nelson English Park improvements by June 6, 2013, including, but not limited to, landscape planting, placement of the hardscape pavements, installation of the fitness exercise and playground equipment, and construction of the Thomas Street parking area.

The Bidder agrees to achieve Substantial Completion for the entrance plaza and park improvements by September 16, 2013 (150 days), including, but not limited to, plaza renovations, flood proof walls, ADA Accessible parking spaces, roof drainage system, and pedestrian lighting, picnic shelter, and Additive Alternate #2 tensile fabric shade structure.

The Bidder agrees to achieve Final Completion for entrance plaza and park improvements by October 16, 2013 (180 days total).

The Bidder agrees to achieve Substantial Completion for Additive Alternate #1, construction of the Amelia Street parking area by November 15, 2013 (210 days), including installation of the pavers, curbs, and stormwater management system, and Final Completion by December 15, 2013 (240 days total).

The Bidder agrees to achieve Substantial Completion for Additive Alternate #3 ADA Accessible restrooms by September 12, 2014 (17 months) and Final Completion by October 13, 2014 (18 months).

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After substantial completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times above, for completion and readiness for final payment. Liquidated damages shall run concurrent.

Sundays and legal holidays shall be included in determining days in default.

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

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.

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

AUTOMOBILE LIABILITY INSURANCE, CONTRACTORS COMMERCIAL GENERAL LIABILITY INSURANCE, AND WORKER'S COMPENSATION INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than

minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

| \$1,000,000 | Combined Single Limit |
|-------------|--|
| \$2,000,000 | Aggregate (Per Project) |
| \$2,000,000 | Products Aggregate |
| \$1,000,000 | Any One Occurrence |
| \$1,000,000 | Personal Injury |
| \$ 300,000 | Fire Damage/Legal |
| \$2,000,000 | Occurrence / Aggregate |
| | \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$ 300,000 |

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

| Bodily Injury Each Accident | \$1,000,000 |
|--|-------------|
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit | \$1,000,000 |

If the work is being done on or near a navigable waterway, CONTRACTOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Except as specifically provided herein, this Contract does not require CONTRACTOR to indemnify the City of West, its employees, officers, directors, or agents from liability, damage, loss, claim, or action or proceeding.

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

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

PAYMENT RETAINAGE
Bidder further acknowledges that Owner will deduct from the partial payment estimate and retain, as part security, ten percent (10%) of the amount earned for work satisfactorily completed. A deduction and retainage of ten percent (10%) will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

BID SCHEDULE

Nelson English/Willie Ward Park Renovation/Enhancement Project

LUMP SUM BID PRICE ITEMS

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

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

| <u>Ite</u> : | m UP (Fig) | PU (Words) | Ext | ended Total Amt |
|---------------|---|--|----------------------------|---|
| 1. | Performance and Pa | ryment Bonds | | |
| LS | \$_15,700.00 | Fifteen Thousand Seven Hundred Dollars | \$ | 15,700.00 |
| 2. | | mentary Conditions, Mobilization and Demobilization and Payment, As-lection. | | |
| LS | \$ <u>80,175.00</u> | Eighty Thousand One Hundred Seventy Five Dollars | \$ | 80,175.00 |
| 3. | Building Permit All | owance | | |
| LS | \$18,259.00 | Eighteen Thousand Two Hundred Fifty Nine Dollars | \$ | 18,259.00 |
| 4. | manhole, concrete p landscape plans, as i | include, but not be limited to removal of sidewalk ads, playground equipment, and plant material in indicated on Sheet AD1.1.1. Note: Playground ed miscellaneous park appurtenances shall remain to the state of the | coord quipn | lination with the nent, benches, tables, flag |
| LS | \$_36,300.00 | Thirty Six Thousand Three Hundred Dollars | \$ | 36,300.00 |
| | stairs, flexible paver construction of the s drain inlets and storn through A1.2.4 and | ia Street parking area, purchase and installation of ments, sidewalks, curbs, asphalt pavement, and co tormwater management system swale areas, purch drain piping, in accordance with Sheets A.0.1.2 A1.6.1, A1.6.2, A1.6.5, C-1, C-2, or equal as description, and necessary appurtenances. | ncreto nase a 2 thro | e pavers, site grading and and installation of the roof ugh A.0.1.5, and A1.2.0 |
| LS | \$_262,112.00 - Tw | vo Hundred Sixty Two Thousand One Hundred Twelve D | ollars | 262,112.00 |
| $\mathbf{R}V$ | 1003 | 16 English/W | ard D | anavationa/Enhancementa |

| 6. | installation of pa area grading, in a | ver materials, concrete cocordance with Sheets A | rea on Thomas Street, in urbs, replacement of stor A.0.1.2 through A.0.1.5, ations, and includes all la | rmwater in and A1.2. | nlet grate and parking through A1.2.2, A1.6.5 |
|----|--|---|--|---|--|
| LS | \$54,276.00 | Fifty Four Thousand T | wo Hundred Seventy Six Do | ollars \$ | 54,276.00 |
| 7. | Sheets A.0.1.2 th | | .2 and A1.6.4, or equal a | | nelter, in accordance with ad in the specifications, |
| LS | \$ <u>37,889.00</u> | Thirty Seven Thousand E | ight Hundred Eighty Nine D | ollars \$ | 37,889.00 |
| 8. | equipment, bicyc with Sheets A.0.1 | le racks (See A1.6.1), bo .2 through A.0.1.5, and | Helson Park playground en plays of the play of the pla | ll, trash red or equal a | ceptacles, in accordance s described in the |
| LS | \$96,301.00 | Ninety Six Thousand T | hree Hundred One Dollars | \$ | 96,301.00 |
| 9. | irrigation system, | Ward Park, purchase an in accordance with She bor, equipment, and necessity | d installation of the Englets L1.2.0, L1.2.1, L1.2.3 cessary appurtenances. | lish Nelso 3, I1.2.1, I | n Park landscaping and 1.2.2, I1.2.4, or equal, |
| LS | \$ <u>73,995.00</u> | Seventy Three Thousa | nd Nine Hundred Ninety Five | e Dollags | 73,995.00 |
| | | | | | 0 thru A1.3.4, E1.1.1, or eccessary appurtenances. |
| LS | \$ <u>137,000.00</u> | One Hundred Thirty Se | ven Thousand Dollars | \$ | 137,000.00 |
| | zone parking area stormwater inlet a construction of th A.0.1.5, and A1.2 | , construction of the connd drain, relocation of the enclosed trash collection, A1.3.3, A1.6.1, A1.6. | Community Pool entrancrete retaining walls, pur he potable water line bacon area, in accordance w .2, A1.6.3, A1.6.5, C-1, pment, and necessary ap | rchase and kflow pre ith Sheets C-2, or eq | I installation of ventor and water meter, A.0.1.2 through ual as described in the |
| LS | \$ <u>110,000.00</u> | m cord m | ed Ten Thousand Dollars | \$ | 110,000.00 |
| | | | | | |

BV1003

| ТО | TAL LUMP SUM BID | | § 92 | 22,007.00 |
|-----------|---|---|---|--|
| | | | *************************************** | (numerals) |
| Nin | e Hundred Twenty Two Tho | ousand Seven | Dol | lars and Zero Cents |
| | (Amount Wr | itten in Words has Precedence) | | |
| <u>AD</u> | DITIVE ALTERNATE | <u>#1</u> | | |
| | materials, concrete curb including parking area g | elia Street parking area, including the purch s, installation of the stormwater treatment exacting, in accordance with Sheets A.0.1.2 to 2, or equal as described in the specifications ry appurtenances. | xfiltration hrough | on trench and curb inlet, A.0.1.5, and A1.2.0, |
| LS | \$70,000.00 | Seventy Thousand Dollars | \$ | 70,000.00 |
| 13. | | # <u>2</u> n of Willie Ward Park landscaping and irrig 1.2.3, or equal, and includes labor, equipmen | | |
| LS | \$ 42,600.00 | Forty Two Thousand Six Hundred Dollars | \$ | 42,600.00 |
| 9 | Sheets A1.3.0 and A1.3. equipment, and necessar | n of the storytime area tensile fabric shade s 4, or equal as described in the specifications y appurtenances. | | • |
| LS | <u>\$</u> 24,000.00 | Twenty Four Thousand Dollars | \$ | 24,000.00 |
| 15. 1 | Sheets A.0.1.2 through A | d construction of two (2) ADA Accessible r A.0.1.5, and A2.1.1, A.2.2.1, A3.1.1, A3.2.1 ations, and includes all labor, equipment, an | , A6.1.1 | , P1.1.1, or equal as |
| LS | \$_69,200.00 | Sixty Nine Thousand Two Hundred Dollars | \$ | 69,200.00 |
| | | | | |

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

| Carpentry | \$12,000.00 |
|---------------------------------------|--------------|
| Demolition | \$51,000.00 |
| Miscellaneous Concrete | \$149,850.00 |
| Playground Equipment - Installation | \$23,900.00 |
| Pavers | \$56,000.00 |
| Project Management | \$77,341.00 |
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SUBCONTRACTORS

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

| Electrical | | | | | | | |
|-----------------------|---------------------------------------|--|------|--------------|-------|------|----|
| Portion of Work | | | | | | | |
| Florida Keys Electr | ic, Inc | | | | | | |
| Name | | | | · | | | |
| 5730 2nd Avenue | | Key West | | FL | . 33 | 8040 | |
| Street | 7 | | City | | State | Zip | |
| Sitework / Drainage | / Utilities | | | | | | |
| Portion of Work | | | | | | | |
| B & L Beneway | | | | | | | |
| Name | | | | | | | |
| 936 Crane Blvd | | Sugarloaf | | FL | 330 |)42 | |
| Street | | | City | | State | Zip | |
| Plumbing Work | | | | | | | |
| Portion of Work | | | | | | | -1 |
| Certified Lower Key F | Plumbing | | | | | | |
| Name | | : | | | | | |
| 1014 White Street | | Key West | | FL | 330 | 40 | |
| Street | · · · · · · · · · · · · · · · · · · · | ************************************** | City | | State | Zip | |
| Portion of Work | | | | | | | |
| Name | | | | | | | |
| Street | | N | City | V | State | Zip | |

SURETY

| | | | W | hose address is |
|---|------------------|-----------------|--------------------|-------------------|
| 300 Plaza Three | Jersey City | NJ | 073 | 11 |
| Street | Cit | , У | State | Zip |
| (305) 722-2663 | Nielson Hoov | er & Associate | s Dave Hoover | |
| Phone | Residen | t Agent | | |
| BIDDER | | | | |
| The name of the Bidder submitting this | Bid isBurke Cons | struction Group | , Inc. | |
| | | | do | oing business at |
| 10145 NW 19th St. | Doral | , FL | , 3317 | 2 |
| Street | City | / | State | Zip |
| dmartinez@bcgconstruction.net | \$ a.c. | | | |
| sent. The names of the principal officers of the persons interested in this Bid as principals. | | mitting this I | Bid, or of the par | |
| Name | | | 1 | tnership, or of a |
| | | | Title | tnership, or of a |
| David Martinez | VP/CFO | | | tnership, or of a |
| | VP/CFO | | | tnership, or of a |
| David Martinez | | | | tnership, or of a |
| David Martinez Anthony Burke | Pres./CE | | | tnership, or of a |
| David Martinez Anthony Burke | Pres./CE | | | tnership, or of a |

If Sole Proprietor or Partnership

| IN WITNE | SS hereto the undersigned has set his (its) hand this day of 2 | 2013. |
|-----------------------|---|--------|
| | | |
| | Signature of Bidder | |
| | | |
| | Title | |
| | | |
| | | |
| | | |
| | If Corporation | |
| IN WITNE seal affixed | SS WHEREOF the undersigned corporation has caused this instrument to be executed a by its duly authorized officers this 6th day of February 2013. | nd its |
| (SEAL) | 。 「おより、海道は、山口の 「 | |
| | Burke Construction Group, Inc. | |
| | Name of Corporation By David Martinez Title VP Attest Secretary | |

EXPERIENCE OF BIDDER

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

| See Attached | | | |
|--|---|---|---|
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FLORIDA BID BOND

| BOND NO. N/A |
|---|
| AMOUNT: \$ Five Percent of Bid Amount (|
| KNOW ALL MEN BY THESE PRESENTS, thatBURKE_CONSTRUCTION GROUP, INC. |
| · · · · · · · · · · · · · · · · · · · |
| |
| hereinafter called the PRINCIPAL, and ARCH_INSURANCE_COMPANY |
| |
| a corporation duly organized under the laws of the State ofMissouri |
| having its principal place of business at 300 Plaza Three, Third Floor, |
| Jersey City in the State of NJ 07311 |
| and authorized to do business in the State of Florida, as SURETY, are held and firmly bound |
| OTTY OF VEV LIBET ELOPIDA |
| URIO CITI OF REI WEST, FLORIDA |
| hereinafter called the OBLIGEE, in the sum ofFive Percent of Bid Proposal Submitted |
| |
| 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 for BV1003, ENGLISH |
| NELSON/WILLIE WARD RENOVATIONS/ENHANCEMENTS, Key West, Florida, said Bid, by reference thereto, being hereby made a part hereof. |
| WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE |
| for the turnishing of all labor, materials (except those to be specifically furnished by the Owner) |
| equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled: |
| BV1003, ENGLISH NELSON/WILLIE WARD RENOVATIONS/ENHANCEMENTS PROJECT, |
| Key West, Florida |
| |
| BV1003 24 English/Ward Renovations/Enhancements |
| Florida Bid Bond |

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

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

| Signed and scaled this | lst | day of | February | 2013. | |
|------------------------|------------|----------|---------------|--------------------------|--|
| | | | | | |
| | | • | | | Try . |
| | | PRINCI | AL BURKE | CONSTRUCTION GROUP, INC. | ORIGINAL AND A STATE OF THE STA |
| | | Ву | 4 | PRES. | T-ENGLISHING ENGLISHMEN AT A, p. |
| | . · · */31 | SURETY | ARCH I | NSURANCE COMPANY | |
| | . • | Ву | | 1 / Landerson | |
| | | Attorney | -In-Fact Char | les J. Nielson | an ann an g-ang gay ng kapabahan 1800 an ang at a kababa |

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

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. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH) Brett Rosenhaus of Lake Worth, FL Arthur Lawrence Colley of Charlotte, NC Edward T. Ward, F. Danny Gann and Audria R. Ward of Carrollton, GA (EACH) Kevin Wojtowicz, John R. Neu and Laura D. Mosholder of St. Petersburg, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ANTI-KICKBACK AFFIDAVIT

| STATE OF FLORIDA) |
|--|
| COUNTY OF MONROE |
| 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: David Martinez |
| |
| Sworn and subscribed before me this6 day of Feb 2013. |
| |
| |
| NOTARY PUBLIC, State of Florida at Large |
| My Commission Expires: Notary Public State of Florida Anthony Burke My Commission DD960170 Expires 02/10/2014 |

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

ga a dérida sa ^t

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 forBurke Construction Group, Inc. |
|----|---|
| | |
| 2. | This sworn statement is submitted by Burke Construction Group, Inc. (name of entity submitting sworn statement) |
| | whose business address is10145 NW 19th St., Doral, FL 33172 |
| | |
| | and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1205588 |
| | |
| | (If the entity has no FEIN, include the Social Security Number of the individual |
| | signing this sworn statement |
| 3. | My name isDavid Martinez |
| | (please print name of individual signing) |
| | and my relationship to the entity named above isVP |
| 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.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

| 7. | I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. |
|-----------|--|
| 8. | Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies). |
| | Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.) |
| | There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.) |
| | The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or |
| | affiliate from the convicted vendor list. (Please attach a copy of the final order.) |
| | The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.) |
| | |
| | (signature) |
| | (date) |
| STATE | OFFL |
| COUNT | Y OF_Miami-Dade |
| | PERSONALLY APPEARED BEFORE ME, the undersigned authority, |
| David | Martinez Who, after first being sworn by me, affixed his/her |
| (name of | individual signing) |
| signature | e in the space provided above on this6day ofFeb |
| My comi | mission expires: Notary Public State of Florida Anthony Burke My Commission DD960170 |
| | NOTARY PUBLIC |

responsed and a

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

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

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

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

| CONTRACTOR: | Burke Construction Group, Inc. | SEAL: |
|--|--|---------------------------|
| | 10145 NW 19th St., Doral FL 33172 | |
| Commence of the commence of th | Address | |
| | A STATE OF THE STA | |
| | Signature | nous mapper or remarkable |
| Consideration | David Martinez | |
| | Print Name | |
| | VP (| |
| • | Title | |
| | 2/6/13 | |
| | Date | |

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

| STATE OF FLORIDA) | | | |
|--|----------------|-----------|--------------------------------|
| COUNTY OF MONROE : SS | | | |
| I, the undersigned hereby duly sworn, depose and | d say that the | firm of _ | Burke Construction Group, Inc. |
| provides benefits to domestic partners of its emp to employees' spouses, per City of Key West Co | | | |
| By: David Martinez | | | |
| | i: | | |
| Sworn and subscribed before me this6 | day of | Feb. | 2013. |
| The state of the s | | | |
| | 1 | | |
| NOTARY PUBLIC, State of Florida at Large | 4 | | |
| My Commission Expires: Notary Public State of Florida Anthony Burke My Commission DD960170 Expires 02/10/2014 | | | |
| | | | |

LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 Code od Ordinances Section 2-798

• Qualifies as a local vendor pursuant to Code od Ordinances 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 | Burke Construction Group, Inc. | | Phone: | (305) 468-6604 | |
|--|--|-----------------------|-------------|----------------------------------|---|
| | Idress: 6180 2nd ave., Stock Islans may not be used to establish | | Fax: | (305) 468-6654 | |
| Length of time at | this address 3 months | • | licensed wi | | tly have an office in Stock as of the date of this bid. |
| Signature of Auth | norized Representative | | | Date | |
| STATE OF FL COUNTY OF M | liami-Dade | | | | |
| The foregoing ins By_ David Martine | strument was acknowledged be ez | efore me this 6, of E | ua | y of Feb, truction Group, Ind | 20 <mark>13 .</mark> c |
| (Name of officer or has produced_ | or agent, title of officer or age | nt) Nam | | oration acknowl dentification | edging) |
| | (type of identification) | | A | , | |
| Paturn Complete | d form with | | gnature of | ₹ <u>2</u> 5° | Notary Public State of Florida Anthony Burke My Commission DD960170 |
| Return Completed Supporting docum City of Key West | nents to: | | · · · / | amp Name of N | Expires 02/10/2014 |
| | | | Title or F | Rank | |

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

- 1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. The undersigned also certifies that it and its principals:
- (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered
- against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
- (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
- 3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

| Dated this day c | of February | , 20 ¹³ |
|---------------------------------------|--|--------------------|
| By | | |
| Authorized Signature/Contro | actor | |
| David Martinez | * 10 market 1994 | |
| Typed Name/Title | | |
| Burke Construction Group, Inc. | | |
| Contractor's Firm Name | | |
| 10145 NW 19th St. | | |
| Street Address | TOTAL STATE OF THE | |
| Building, Suite Number | | |
| Doral, FL 33172 | | |
| City/State/Zip Code (305) 468-6604 | oudi) te i Capa | |
| Area Code/Telephone Numb | per All Late | |

BIDDER'S CHECKLIST

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

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

BV1003

| | | Burke Col Recently | Burke Construction Group, Inc. Recently Completed Projects | | | | BURKE Construction Group free |
|--|---------------|-----------------------|---|---|----------------------|------------------|---|
| Description | Dates of Work | Value | Owner | Job Address | Contact | Phone | Scope of Work |
| 1 Westminster Christian School Cafetorium | 2008-2009 | M9.53 | Westminster Christian School | 6855 SW 152nd St. Miami, FL. | Jeff Springer | (305) 720-6650 | Two buildings on a 25 acre campus totaling 24,000 square feet. This project is consists of till-up concrete construction, steel and light gauge metal trusses equilibered to withstand high wind speeds. The facility includes administration offices, a cafeteria/auditorium, disservoms and a gymnassium. This school provides state-of-the-art facilities and cutting-edge communication for 1200 it acidities and cutting-edge communication for 1200 students. |
| 2 Doral Animal Centre 加加 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 2009-2010 | \$2.3M | Doral Centre Animal Clinic | 9400 NW 58th Street Doral, FL | Anjanette Cabeza | . (305) 598-1234 | Complete interior demo and buildout for Veterinary Clinic including offrees, kennels, surgery-center |
| 3 Camelia Park | 2009-2010 | Ж693Ж | Village of Royal Palm Beach | 6845 Camelia Park Dr. Royal Palm Beach, FL | Chris Marsh | 1915-061 (195) | Demo existing park and replace baseball and soccer fields, field lighting, playgound equipment, sidewalks and walkways |
| 4 Hot Tuna of Miami Beach | 2010 | M61\$ | Hot Tuna of Miami Beach, Inc. | 748 Washongton Ave. Miami Beach, FL | Regina Agro | (954) 829-5448 | Buildout of 3,400 sf high end restaurant with extensive lighting and sound installation, including installation of all kitchen equipment, bar and bar equipment, restrooms, dining room, reservation and POS Systems |
| 5 Boynton Beach Boat Club | 2010 | \$225K | City of Boynton Beach | 2010 North Federal Hwy. Boynton Beach, FL | Jody Rivers | (561) 742-6252 | Dento existing park, replace landscaping, streetscaping, bathrooms, walkways & ramps |
| 6 Oswald Park | 2009-2010 | \$1.1M | City of Ft. Lauderdale | 2220 NW 21st Avenue Fort Lauderdale, FL | Frank Snedaker | (954) 828-6025 | Deno existing park, provide new sod, landscaping, ball fields, field lighting and playground equipment |
| 7 Metro Life Church | 2007-2008 | \$4.7M | Metro Life Church | 10045 NW 19th St. Doral, FL | Pastor Armando Gomez | (305) 592-5100 | 56,000 s.f. tilt-wall bulding with interior remodel, including 1,000 seat sanctuary, children's worship center, nedin center, television studio, kitchens, bookstoor, coffee bar and multiple offices and conference roons, Including 14 (Classroons, |
| 8 Bonia Grande Estates | 2010-2011 | \$1.4M | Hoyer Investments | Homestead, Florida | Stefan Hoyer | (786) 271-9039 | Sitework for residential development including all infrastucture and utilities, sidewalks and amenities |
| 9 Fortis College | 2010-2011 | \$1.7M | Badcock Furniture and More | 19600 South Dixie Hwy. Cutler Bay, FL | ТС Вгомп | (561) 694-8588 | Demo and construction of college facility including classrooms, storage, bathrooms, mechanical room, offices and conference rooms |
| 10 Aircraft Electrical Motors | 2011-2012 | \$1.3M | CapEast Associates | 5800 NW 163rd St. Miami Lakes, FL | Ed Easton, Jr. | (305) 593-2222 | 24,698 sf Interior buildout with state of the art electrical and manufacturing |

STATE OF FLORIDA



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD 1940 NORTH MONROE STREET FL 32399-0783

(850) 487-1395

BURKE, ANTHONY JOHN JR BURKE CONSTRUCTION GROUP INC 6730 ROYAL PALM DRIVE IMAIM FL 33157

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# 6179091 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGCA38309 06/30/12 118205628

CERTIFIED GENERAL CONTRACTOR BURKE, ANTHONY JOHN JR BURKE CONSTRUCTION GROUP INC

IS CERTIFIED under the provisions of Ch. 489 FS Expiration date: AUG 31, 2014 L12063000315

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK** PATENTED PAPER

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGU-CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12063000315

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| 100/30/2012 | TT0703070 | CGCWOOOA | e Valencia de la companya de la comp | and the second of the second o | | . 1 |

The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2014

> BURKE, ANTHONY JOHN JR BURKE CONSTRUCTION GROUP INC 10145 19TH STREET FL 33172 DORAL

> > RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY

STWIGGS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 10/17/2012

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 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 | CONTACT NAME: | |
|---|---|----------------|
| Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd | PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): | (305) 362-2443 |
| Suite 301 | E-MAIL ADDRESS: | |
| Miami Lakes, FL 33016 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Amerisure Insurance Co | 19488 |
| INSURED | INSURER B : Amerisure Mutual Ins Co | 23396 |
| Burke Construction Group Inc | INSURER C: | |
| 10145 N.W. 19 Street | INSURER D: | |
| Doral, FL 33172 | INSURER E : | |
| 3 5 | INSURER F: | |

COVERAGES

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,

REVISION NUMBER:

CERTIFICATE NUMBER:

| ; | | JSIONS AND CONDITIONS OF SUCH | | | | | | | | |
|-------------|--|---|-----|-------------|---|----------------------------|----------------------------|--|----|--|
| INSR LTR | | TYPE OF INSURANCE | | SUBR | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| | GENERAL LIABILITY | | | | | | | EACH OCCURRENCE | \$ | 1,000,000 |
| Α | X | COMMERCIAL GENERAL LIABILITY | 1, | A SA | GL20533660402 | 4/16/2012 | 4/16/2013 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 300,000 |
| | CLAIMS-MADE X OCCUR | | | 1 | | | | MED EXP (Any one person) | \$ | 10,000 |
| | | | | OHER STREET | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| - | | POLICY X PRO- JECT LOC | | | | | | | \$ | |
| Α | AUTOMOBILE LIABILITY | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| | X ANY AUTO | | | | CA20533640402 | 4/16/2012 | 4/16/2013 | BODILY INJURY (Per person) | \$ | |
| | | ALL OWNED X SCHEDULED AUTOS | | | T A D A D A D A D A D A D A D A D A D A | | | BODILY INJURY (Per accident) | \$ | |
| | X | HIRED AUTOS NON-OWNED AUTOS | | | , | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | | \$ | |
| | X | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | \$ | 4,000,000 |
| Α | EXCESS LIAB CLAIMS-MADE | | | | CU20820670002 | 4/16/2012 | 4/16/2013 | AGGREGATE | \$ | 4,000,000 |
| | İ | DED RETENTION \$ | | | | | | | \$ | |
| | | RKERS COMPENSATION) EMPLOYERS' LIABILITY Y / N | | | A A A A A A A A A A A A A A A A A A A | | | X WC STATU- OTH- TORY LIMITS ER | | 1 |
| В | ANY PROPRIETOR/PARTNER/EXECUTIVE | | N/A | | WC205336503 | 4/16/2012 | 4/16/2013 | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 |
| | If ye | s, describe under CRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
| Α | Lea | sed/Rented Equipt | | | IM2075933010012 | 4/16/2012 | 4/16/2013 | \$300,000. Its w/ded | | 5,000 |
| | | | | | | | | | | |
| | | | | | | | | | | and a single-sin |

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

CERTIFICATE HOLDER

CANCELLATION

Monroe County Engineering/Project Management/Wastewater 1100 Simonton Street Room 2-216 Key West, FL 33040

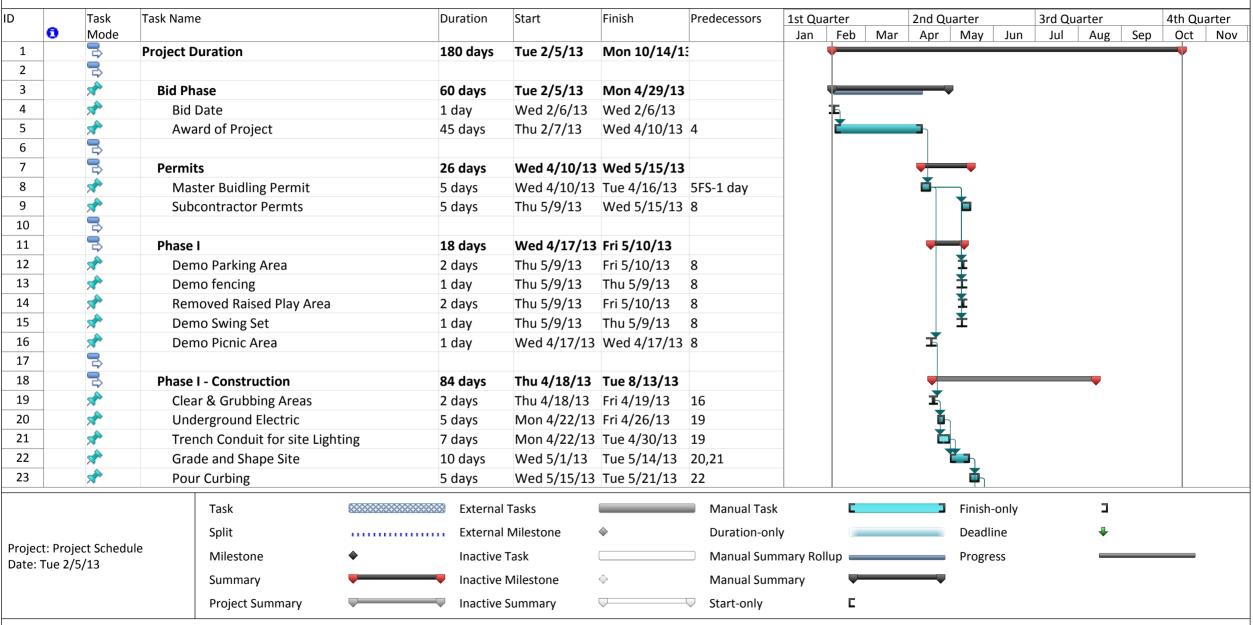
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BURKE CONSTRUCTION

Nelson English / Willie Ward Park Preliminary Schedule



Tue 2/5/13 Mon 10/14/13

Page 1

BURKE CONSTRUCTION

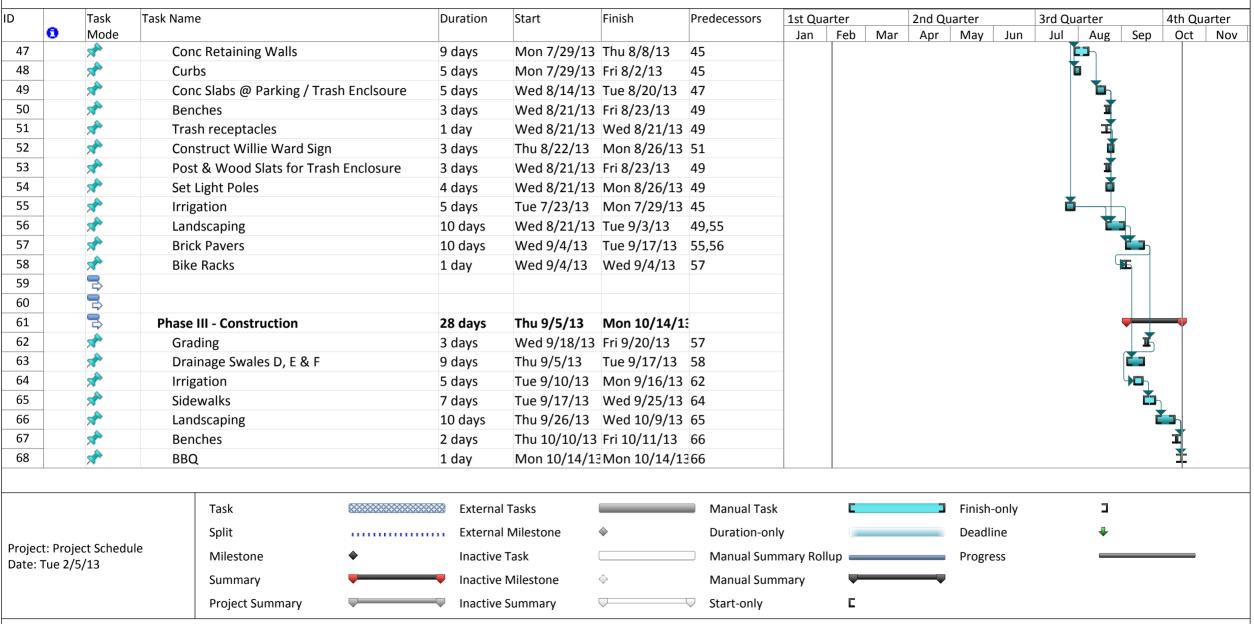
Nelson English / Willie Ward Park Preliminary Schedule

| ID | 6 | Task Mode | Task Nam | е | | Duration | Start | Finish | Predecessors | 1st Quar | | 2nd Qı Mar Apr | | 3rd Qu un Jul | uarter Aug | | h Quarter Oct Nov |
|-------|-------------------------|---|------------------------------|-----------------------------|----------|-------------|-------------|-------------|--------------|------------|-----|-------------------|------------|------------------|---------------|-------|----------------------|
| 24 | | ₩ in the contract of the cont | Fou | ndations for Picnic Shelte | er | 5 days | Wed 5/15/13 | Tue 5/21/13 | 22 | Jan | 100 | iviai / //pi | ividy 50 | <u> </u> | 7.05 | эср (| 1107 |
| 25 | | * | Base | e for Play Areas | | 10 days | Wed 5/22/13 | Tue 6/4/13 | 23 | | | | | | | | |
| 26 | | ₹ | 4" C | Conc on Play Areas | | 15 days | Wed 6/5/13 | Tue 6/25/13 | 25 | | | | | | | | |
| 27 | | ₹ | Safe | ety Surface | | 20 days | Wed 6/26/13 | Tue 7/23/13 | 26 | | | | | | | | |
| 28 | | ₹ | Picr | nic Shelter Slab & Conc | | 3 days | Wed 6/5/13 | Fri 6/7/13 | 25 | | | | | | | | |
| 29 | | * | Erec | ct Picnic Shelter | | 4 days | Mon 6/10/13 | Thu 6/13/13 | 28 | | | | Ĭ | | | | |
| 30 | | * | Picr | nic Shelter T & G / Roofing | 5 | 5 days | Fri 6/14/13 | Thu 6/20/13 | 29 | | | | i | | | | |
| 31 | | * | Bollards | | | 3 days | Wed 7/24/13 | Fri 7/26/13 | 27 | | | | | i | | | |
| 32 | | * | Trash Receptacles | | | 2 days | Wed 7/24/13 | Thu 7/25/13 | 27 | | | | | Ī | | | |
| 33 | | * | Benches | | | 7 days | Wed 7/24/13 | Thu 8/1/13 | 27 | | | | | | 5 | | |
| 34 | | * | Playground Equipment | | | 15 days | Wed 7/24/13 | Tue 8/13/13 | 27 | | | | | | | | |
| 35 | | * | Adult Exercise Equipment | | | 10 days | Wed 7/24/13 | Tue 8/6/13 | 27 | | | | | | | | |
| 36 | | * | Install Light Poles | | | 5 days | Wed 7/24/13 | Tue 7/30/13 | 27 | | | | | | | | |
| 37 | | * | Irrig | gation | | 6 days | Wed 5/22/13 | Wed 5/29/13 | 23 | | | | | | | | |
| 38 | | * | Landscaping | | | 8 days | Wed 6/26/13 | Fri 7/5/13 | 37 | | | | | | | | |
| 39 | | * | Bike Racks | | | 2 days | Mon 7/8/13 | Tue 7/9/13 | 38 | | | | | 1 | | | |
| 40 | | | | | | | | | | | | | | | | | |
| 41 | Phase II - Construction | | | | 50 days | Wed 7/10/13 | Tue 9/17/13 | | | | | | | | | | |
| 42 | | * | Relo | ocate Exsting Backflow Pr | eventer | 3 days | Thu 7/11/13 | Mon 7/15/13 | 39 | | | | | Ō | | | |
| 43 | | * | Trench Drains & Basin | | | 3 days | Wed 7/10/13 | Fri 7/12/13 | 39 | | | | | I | | | |
| 44 | | * | Underground Elect Site Poles | | | 3 days | Mon 7/15/13 | Wed 7/17/13 | 43 | | | | | Ĭ | | | |
| 45 | | A. | Sub | -base Materials | | 6 days | Mon 7/15/13 | Mon 7/22/13 | 43 | | | | | | 1 | | |
| 46 | | * | Fori | m & Pour Stairs | | 5 days | Tue 7/23/13 | Mon 7/29/13 | 45 | | | | | | | | |
| | | | | Task | | Externa | Tasks | | Manual Task | | | | Finish-onl | У |] | | |
| | | | | Split | | . Externa | Milestone | ♦ | Duration-onl | У | | | Deadline | | • | | |
| _ | t: Proje Tue 2/5 | ect Schedul 5/13 | e | Milestone | ♦ | Inactive | Task | | ☐ Manual Sum | mary Rollu | ір | | Progress | | | | _ |
| Date. | . 40 2/0 | J, ±3 | | Summary | <u> </u> | Inactive | Milestone | \Diamond | Manual Sum | mary | | | | | | | |
| | | | | Project Summary | | Inactive | Summary | | Start-only | | | | | | | | |

Tue 2/5/13 Mon 10/14/13 Page 2

BURKE CONSTRUCTION

Nelson English / Willie Ward Park Preliminary Schedule



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