



August 14th, 2013

City of Key West
3126 Flagler Street
Key West, FL 33040
Tel. 305.809.3943
infoKW@mbi-k2m.com
tjustice@keywestcity.com
dbradsha@keywestcity.com

Re: Key West Fire Station No. 2

Gentlemen:

We are pleased to submit our bid for the above referenced project. We have compiled the best team of trade people available to deliver the best quality at a competitive price.

Through our review, we have encountered some potential value engineering solutions. These are available for your review on the attached Exhibit A titled "Voluntary Alternates". As part of our services, we would be happy to sit down and discuss all available options with the City and Design Team.

Thank you for your consideration.

Sincerely,

Travis Parker
Vice President

Exhibit A – Voluntary Alternates

Voluntary Alternate to Base Bid, #1 – Provide 11" thick, insulated, structural pre-cast concrete wall panels from PCI Certified Plant to meet all structural requirements as outlined in the documents. Product finish to include standard trowel finish gray concrete with reveals as indicated. Panels will receive Tex Cote Cool Wall System applied coating for exterior application. Panels will not include the specified precast gutter; however an alternate metal gutter system to match the drawing intent will be provided and could be available in a variety of metals and finishes. This bid alternate includes a heavyweight aluminum gutter system with a Kynar finish.

TOTAL VOLUNTARY ALTERNATE #1 \$ Deduct \$323,000

Voluntary Alternate to Base Bid, #2 – Provide rigid insulation, taped and pinned to interior surface of pre-cast panels in lieu of specified insulation for all conditioned spaces. Walls will become 8" thick, non-insulated, structural pre-cast concrete panels as listed above.

TOTAL VOLUNTARY ALTERNATE #2 \$ Deduct \$470,000

Voluntary Alternate to Base Bid, #3 – Provide roll-up doors as manufactured by Overhead Door Company in lieu of specified base bid four (4) fold door.

TOTAL VOLUNTARY ALTERNATE #3 \$ Deduct \$125,000

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: Fire Station #2
Project: ITB # 13-014

BIDDER'S INFORMATION

Company Name: Biltmore Construction Co., Inc.
Address: 1055 Ponce de Leon Blvd.
Belleair, FL 33756
Contact Name: Travis Parker
Email: tparker@biltmoreconstruction.com
Telephone: 727-585-2084
Fax: 727-585-2088

Signature:  Edward A. Parker, Jr., PE - President **Date:** August 14, 2013

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within THREE-HUNDRED SIXTY-FIVE (365) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of twenty-five hundred dollars (\$2,500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's, 1, 2, 3, 4 (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 Contractor 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."

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount with or without any and all Alternate Bid items as determined to be in the best interests of the City. Final lump sum payments will be adjusted based on actual units and unit prices.

**BID FORM
ITB #13-014**

Base Bid Lump Sum Price* \$ 5,769,000 **B1**

Base Bid Total in Words: Five Million Seven Hundred Sixty-Nine
Thousand ----- **U.S. Dollars**

Base Bid = Basis of Award. In the event of a discrepancy, the Base Bid amount in words shall take precedence.

Alternate Bid Item #1

Cost adjustment to Base Bid
for Paving Materials Per Drawing L-4.0
Paving material Schedule – Alternate #1

\$ + \$ 223,771 **A1**
(-) for cost decrease (+) for cost increase

Alternate Bid Item #2

Cost adjustment to Base Bid
for Paving Materials Per Drawing L-4.0
Paving material Schedule – Alternate #2

\$ + \$205,212 **A2**
(-) for cost decrease (+) for cost increase

Alternate Bid Item #3

Cost adjustment to Base Bid
to install ceramic tile floor in rooms 105 & 106
per finish schedule on A4.4.3

\$ + \$8,128 **A3**
(-) for cost decrease (+) for cost increase

Alternate Bid Item #4

Cost adjustment to Base Bid
to install ceramic tile wall covering in rooms
105 & 106 per finish schedule on A4.4.3

\$ + \$27,068 **A4**
(-) for cost decrease (+) for cost increase

Alternate Bid Item #5

Cost adjustment to Base Bid
to install polished concrete block walls in rooms
105 & 106 per finish schedule on A4.4.3

\$ + \$92,162 **A5**
(-) for cost decrease (+) for cost increase

Alternate Bid Item #6

Cost adjustment to Base Bid
to furnish and install raised aluminum letters along
curved wall as depicted on A1.1.1

\$ + \$2,330 **A6**
(-) for cost decrease (+) for cost increase

Alternate Bid Item #7

Cost adjustment to Base Bid
to Supply, Construct, Install doors
per modified Door Schedule – Attachment A

\$ - \$778 **A7**
(-) for cost decrease (+) for cost increase

Alternate Bid Item #8

Cost adjustment to Base Bid
to Supply, Construct, Install roll-up
Bay Doors Per Attachment B

\$ - \$78,503 **A8**
(-) for cost decrease (+) for cost increase

Alternate Bid Item #9

Additional Cost for waterproofing of concrete
gutters using Kemper System V210 per
Drawings & Specifications - Attachment C.

\$ + \$1,966 **A9**
(-) for cost decrease (+) for cost increase

BID FORM (continued)
ITB #13-014

Construction Allowance \$ 250,000.00 CI

Building Permit Allowance \$ 100,000.00 CI

Keys Energy Fee Allowance \$ 50,000.00 CI

Award Total \$ _____ T
To be completed by Owner upon award. Base bid + Owner-assigned Bid Alternates + Allowances

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not deemed sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

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:

Portion of Work: Precast Concrete

Name: Stabil

Address: 4451 8th Avenue S., St. Petersburg, FL 33711

Portion of Work: Electrical

Name: Florida Keys Electric

Address: Key West, FL

Portion of Work: Sitework

Name: Charlie Toppino & Sons, Inc.

Address: Key West, FL

* for other trades, please see the attached Schedule of Values.
BIDDER

The name of the Bidder submitting this Bid is: Biltmore Construction Co., Inc.

Doing business at 1055 Ponce de Leon Blvd.

City Belleair State FL Zip 33756

Telephone No. 727-585-2084

Email Address tparker@biltmoreconstruction.com

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
<u>Edward A. Parker, Jr., PE</u>	<u>President</u>
<u>Richard D. Parker</u>	<u>Vice President</u>
<u>William B. Parker</u>	<u>Vice President</u>

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 August, 2013

(SEAL)

Name of Corporation - Biltmore Construction Co., Inc.

By: 

Title: Edward A. Parker, Jr., PE - President

Attest:  W.B. Parker, Secretary

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2013

Signature of Bidder _____

Title _____

BILTMORE CONSTRUCTION		4,550	
Fire Station #2 Key West		4,550	
		0,140	
CSI Div	Item Description	Final Bid Totals	Subcontractor
1 GENERAL REQUIREMENTS			
	Permit - Allowance	See Below	
	Building layout	1,500	
	Tie-in survey	1,000	
	Testing	20,000	Hutting
	Impact fee	BY Owner	
		0	
2 EXISTING CONDITIONS			
	Asbestos Abatement	12,500	ACT
		0	
	Building Demolition	87,500	ECI
		0	
3 CONCRETE			
	Augercast Pile	In Concrete	Bella
		0	
	Concrete	387,017	Bella
		0	
	Site Concrete	412,047	Bella
		0	
	PRECAST STRUCTURAL CONCRETE	1,040,740	Stabil
		0	St. Petersburg, Fl
4 MASONRY			
	Unit Masonry	In concrete	Bella
		0	
04 22 10	Reflective Face CMU	31,350	BCC
	Corolla Limestone	19,941	BCC
		0	
5 STEEL			
	Steel	71,550	Skyline
		0	
	Handrails	47,672	hernandez/KH Edw
		0	
	Metal Trusses & Decking	117,985	Brannon
		0	
05 09 05	Metal Specialties Food Service	In Food Service	
6 WOOD & PLASTIC			
	Rough Carpentry	0	
	Roof Deck	In Metal Truss	
	Roof Blocking	In roof/stucco	
	Interior Blocking	In Drywall	
		0	
	Cabinetry	8,898	Yogul International
		0	Delray Bch
	Concrete Countertops	In concrete	
		0	
7 THERMAL & MOISTURE			
	Bonded Sheet Membrane Waterproofing	7,536	
		0	
	Building Insulation	In drywall/roof	
		0	
	Cement Board Stucco System (Glo Quick Silver)	see div 9	
		0	
	Roofing	81,609	All Area
07 30 10	Roofing Underlayment	In above	
07 41 13	Metal Roof Panels	In above	
07 72 00	Roof Accessories	0	
		0	
	Firestopping	In MEPP	
		0	
	Joint Sealants	3,658	
		0	
8 OPENINGS			
	Doors/Frames/Hardware - All	46,054	Taylor
	Steel Doors and Frames	In above	
	FRP Sandstone Texture Flush Doors	In above	
	Door Hardware	In above	
	Door and Hardware Installation	6,296	TGS
		0	

CSI Div	Item Description	Final Bid Totals	Subcontractor
	Access Doors/Frames	0	
08 26 00	Hydraulic Four Fold Doors	170,592	Overhead Door
	Glazing	123,083	Glass Tech
08 41 13	Aluminum Storefronts and Entrances	above	
08 44 50	Aluminum Solar Shade	above	
08 51 13	Aluminum Windows	above	
08 88 18	Solar Control Glass A	above	
	Interior Glazing	none	
	Mirrors	in file access	
		0	
9	FINISHES	0	
	Stucco & Sto System	39,392	West Star
		0	Tampa, FL
	Drywall	86,255	West Star
		0	Tampa, FL
	Tile	73,399	Resource Flooring
		0	Tampa, FL
	Acoustic	7,375	ABC
		0	
	Epoxy Flooring	14,745	Epoxy Inc
		0	
	Resilient and Sports Floor	in file	Trident/Resource
		0	
	Painting	43,733	Straightline
		0	
10	SPECIALTIES	0	
	Signage	2,165	Signarama
		0	
	Impact Resistant Wall Protection	800	
		0	
	Toilet Accessories	561	
		0	
	PLUMB	428	
		0	
	Metal Lockers	12,500	Storagecraft
		0	
	Metal Storage Shelving	2,540	Storagecraft
		0	
	Flagpoles	2,419	SDI
		0	
	Roof Top Equipment Screens	14,926	city scopes
		0	
11	EQUIPMENT	0	
	Commercial Laundry Equipment	27,177	Commercial
		0	
11 01 00	Residential Appliances	2,533	
		0	
	Food Service Equipment	63,805	Clark
		0	
12	FURNISHINGS	0	
	Roller Window Shades	deleted Addm 3	
		0	
	Furnishings and Accessories	55,725	KI
		0	
13	SPECIAL CONSTRUCTION	0	
		0	
14	ELEVATORS	0	
		0	
21	FIRE SUPPRESSION	0	
	Wet Sprinkler System	22,000	Code Red
		0	
22	PLUMBING	0	
	Plumbing	173,533	AO
		0	
23	HVAC	0	
	HVAC	324,000	TEM Environ.
	controls	0	
	test & balance	0	

CSI Div	Item Description	Final Bid Totals	Subcontractor
		0	
26	ELECTRICAL	0	
	ELECTRICAL	388,803	Fire Keys Energy
		0	
27	COMMUNICATIONS	0	
	Premise distribution cabling & Equipment	In Electric	
		0	
28	ELECTRONIC SAFETY AND SECURITY	0	
	Access Control	In Electric	
		0	
	Intrusion Detection	In Electric	
		0	
	Video Surveillance	In Electric	
		0	
	Digital Addressable Fire Alarm System	In Div 26	
		0	
31-33	SITE & INFRASTRUCTURE	0	
	Underground Utility Locator Service	0	
		0	
	Site Work	769,387	Toppino
	Layout & Engineering	0	
	Earthwork & erosion control	0	
	Storm	0	
	Water & Fire, future water	0	
	Sanitary	0	
	Paving, Curbs, Striping	0	
		0	
	Patterned/Textured Asphalt	In site Toppino	
		0	
	Pavers	15,055	Paver Crafters
		0	
	Fencing	24,011	KN Edwards
		0	
	Louvered Screening and Gates	24,015	KN Edwards
		0	
	Site Furnishings	0	
	Bicycle Racks, Litter and Recycle recepts	22,488	SON
	Benches and Bollards	7,129	Doty/Bella
		0	
	Landscaping & Irrigation	69,650	
		0	
	Termite Treatment	In concrete	
		0	
50	OTHER	0	
		0	
		0	
	SUBTOTAL	4,988,300	
	Builder's Risk Insurance	129,226	
	Insurance	83,075	
	General Conditions	326,885	
	Bond	39,634	
	SUBTOTAL	5,547,120	
	CM Fee	221,885	
	Contingency Allowance	0	
	TOTAL	\$ 5,769,015	

Quoted Amount	\$ 5,769,000
CONSTRUCTION ALLOWANCE	250,000
BUILDING PERMIT ALLOWANCE	100,000
KEYS ENERGY FEE ALLOWANCE	50,000
AWARD TOTAL	

FLORIDA BID BOND

BOND NO. BID BOND

AMOUNT \$ FIVE PERCENT (5%) OF THE
AMOUNT OF THE 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 in the State of New Jersey and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
The City of Key West, Florida
hereinafter called the Obligee, in the sum of FIVE PERCENT (5%) OF THE AMOUNT OF THE BID---
DOLLARS (\$ 5%) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

ITB #13-014 Fire Station #2 - Project #GN1204 said Bid, by reference thereto, being hereby
made a part hereof. Key West, FL

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE
for the furnishing of labor, materials, (except those 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 Specifications entitled:

ITB #13-014 Fire Station #2 - Project #GN1204
Key West, FL

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 five (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 five (5) 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
five (5) working days after written notice of such acceptance, enters into a written Contract with
the OBLIGEE 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 24th day of July 2013.

Biltmore Construction Co., Inc.


PRINCIPAL



By Edward A. Parker, Jr., President/CEO

FEDERAL INSURANCE COMPANY

SURETY



Attorney-In-Fact Bruce N. Tolander

COUNTERSIGNED:


Robert Cortey McLendon
Florida Resident Agent

ACKNOWLEDGMENT OF CORPORATION

State of FLORIDA }
County of PINELLAS ss. }

On this 24th day of July, 2013, before me appeared Edward A. Parker, Jr. to me personally known, who, being by me duly sworn, did say that (s)he is/are the President/CEO of Biltmore Construction Co., Inc., a corporation, that the seal affixed to the forgoing instrument is the corporate seal of said corporation, (if no seal, so state, and strike out above as to corporate seal) and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Edward A. Parker, Jr. acknowledged said instrument to be the free act and deed of said corporation.

VAE M. HYDE
Notary Public, State of Florida
My comm. exp. Feb. 6, 2016
Comm. No. EE149840

[Signature]
Notary Public Pinellas County, Florida
My commission expires 2/6/16

ACKNOWLEDGMENT OF CORPORATE SURETY

State of MINNESOTA }
County of HENNEPIN ss. }

On this 24th day of July, 2013, before me appeared Bruce N. Telander to me personally known, 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 forgoing 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 Bruce N. Telander acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Ramsey County, MN
My commission expires 01/31/15



**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 **Sandra M. Doze, R. Scott Egginton, R W Frank, Linda K. French, Joshua R. Loftis, John P. Martinsen, Nicole M. Nelson, Brian J. Oestreich, Donald R. Olson, Craig H. Remick, John E. Tauer, Bruce N. Telander and Rachel A. Thomas 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 **28th** day of **June, 2011**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

On this **28th** day of **June, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, 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 Kenneth C. Wendel, being by me duly sworn, did depose and say that he 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 he signed said Power of Attorney as Assistant Secretary of said Companies by the authority; and that he 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. 2316685
Commission Expires July 14, 2014**

Notary Public

CERTIFICATION

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, **Kenneth C. Wendel, 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 Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, 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 **24th**, day of **July** 2013



Kenneth C. Wendel, 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- 3658 e-mail: surety@chubb.com



Fisher Brown Bottrell
INSURANCE, INC.

1701 West Garden Street
Pensacola, FL 32502
Post Office Box 711
Pensacola, FL 32591-0711
(850) 432-7474 PHONE
(850) 438-4678 FAX
www.fbbins.com

August 12, 2013

The City of Key West
3132 Flagler Avenue
Key West, FL 33040

Re: 13-041, Project #GN1204, Fire Station #2
616 Simonton Street, Key West, FL 33040

We understand that our client, Biltmore Construction Co., Inc. is proposing on the above referenced project. Should Biltmore Construction Co., Inc. be successful, we are prepared to provide Builders Risk Coverage on their behalf as established in the Guaranteed Maximum Price under the contract to the extent it is available and appropriate.

Sincerely,

Kathy W. King, AAI, CIC
Commercial Accounts
Services Manager

KWK

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)

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	
	PHONE	FAX
INSURED Contractor Sample	INSURER A	
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	
	INSURER G	

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

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

NO.	TYPE OF INSURANCE	ADD. BIRTH YEAR	POLICY PERIOD	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE OF DAMAGE TO PROPERTY PROVIDED BY CONTRACTOR \$1,000,000 MEDICAL (ANY AND ALL) \$ PRODUCTS & COMPLETED OPERATIONS \$1,000,000 GENERAL AGGREGATE \$2,000,000 POLLUTION - COMPLETE AGG \$2,000,000 \$ \$
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
	GEN. AGGREGATE LIMIT APPLICABLE PER POLICY <input checked="" type="checkbox"/> LOSS <input type="checkbox"/>					
	AUTOMOBILE LIABILITY					
<input checked="" type="checkbox"/>	ANY AUTO ALL OWNED AUTOS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		CONTRACTOR BODILY INJURY (AGGREGATE) \$1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER INCIDENT) \$ PROPERTY DAMAGE (PER INCIDENT) \$ \$
<input checked="" type="checkbox"/>	HIRING/AUTOS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	SCHEDULED AUTOS NON-OWNED AUTOS					
<input checked="" type="checkbox"/>	UMBRELLA/TAB		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	EXCESS UMB		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	OR <input checked="" type="checkbox"/> RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
	ANY PROJECT OR BUSINESS OPERATIVE OF CONTRACTOR/ANY/LOCAL LEGISL. (Mandatory in FL) (Print Florida only) (Describe type of operation below)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> PERMANENT TOTAL DISABILITY <input type="checkbox"/> LTD ALL RACHAEMENT \$1,000,000 ALL DISSES - EMPLOYEES \$1,000,000 FL INSURE - POLY LIMIT \$1,000,000

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

CERTIFICATE HOLDER CANCELLATION

City of Key West P.O. Box 1409 Key West, FL 33041-1409	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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CERTIFICATE OF LIABILITY INSURANCE

HILIM-1

UP ID: KR

DATE (MM/DD/YYYY)
08/12/2013

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 Fisher Brown Div, Pensacola 1701 West Garden Street Pensacola, FL 32502 Alan D. Moore, CPCU	Phone: 850-432-7474 Fax: 850-438-4678	CONTACT NAME Kathy W. King, CIC, AAI PHONE (MO, RS, EXT) 850-470-2672 FAX (MO, EXT) 801-208-8334 EMAIL ADDRESS kking@fbbins.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Biltmore Construction Co, Inc. Mrs. Vae Hyde 1055 Ponce de Leon Blvd. Balaear, FL 33754	INSURER A: National Fire Ins of Hartford	
	INSURER B: FCCI Insurance Company	
	INSURER C: Commerce & Industry, Inc.	
	INSURER D:	
	INSURER E:	

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

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

WER LIR	TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		4034671222	01/01/2013	01/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE)
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					\$ 1,000,000
						\$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AND \$ 2,000,000
						Emp Bene \$ 1,000,000
						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		4034671236	01/01/2013	01/01/2014	BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)
						PROPERTY DAMAGE (Per accident)
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	BE046713613	01/01/2013	01/01/2014	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				\$ 20,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION	10000			\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		001WC13A35641	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUS TOBY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI)	<input type="checkbox"/> N/A				EL EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					EL DISEASE - EA EMPLOYEE
						EL DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: 13-041, Project #0N1204, Fire Station #2, 616 Simonton Street, Key West, FL 33040
 USL&H coverage applies if applicable.

CERTIFICATE HOLDER

The City of Key West
 3132 Flagler Avenue
 Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NOTEPADINSURED'S NAME **Biltmore Construction Co, Inc.****BILTM-1
OP ID: KK**PAGE **2**
DATE **08/12/13**

Certificate Holder, all entities, affiliates, subsidiaries, officers, directors, trustees, agents and employees are Additional Insureds in regard to General Liability, Auto Liability and Umbrella if required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability, Umbrella and Workers Compensation if required by written contract. General Liability coverage is primary and non-contributory if required by written contract. Auto is primary for owned vehicles only. Per Project Aggregate applies to General Liability and Umbrella coverage.

Should any of the above policies be cancelled before the expiration date thereof, 30 days written notice will be mailed to the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured is amended to include as an additional insured:
 - 1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 - 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:
 - 1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 - 2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
 - a. Required by the "written contract";
 - b. Described in B.1. above; or
 - c. Afforded to you under this policy.
 - 3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
 - 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or

- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- 1. The Duties in The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph 8.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT - FLORIDA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE

Coverages are summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

- | | |
|---|--|
| 1. Miscellaneous Additional Insureds
7 additional insured extensions. | 13. Liberalization Clause |
| 2. Employees As Insureds – Health Care Services | 14. Unintentional Failure To Disclose Hazards |
| 3. Joint Ventures/Partnership/Limited Liability Companies
Coverage for your interest in such terminated or ended organizations. | 15. Notice of Occurrence |
| 4. Expanded Personal And Advertising Injury | 16. Broad Knowledge of Occurrence |
| 5. Medical Payments
Limits increased to \$15,000.
Reporting increased to three years from the date of accident. | 17. Aggregate Limits Per Project |
| 6. Legal Liability And Borrowed Equipment
Extended perils.
Limit increased to \$200,000 for Damage to Premises Rented To You | 18. Bodily Injury – Extension of Coverage |
| 7. Non-owned Watercraft
Increased to 55 feet. | 19. Expected Or Intended Injury
Reasonable force – bodily injury or property damage. |
| 8. Non-owned Aircraft Coverage | 20. Wrap-Up Extension |
| 9. Contractual Liability For Personal And Advertising Injury | 21. Contractual Liability – Railroads
Expanded definition of "insured contract." |
| 10. Supplementary Payments
Cost of bail bonds increased to \$2,500.
Daily loss of earnings increased to \$1,000. | 22. Blanket Waiver of Subrogation
Waiver of subrogation where required by written contract or written agreement. |
| 11. Liquor Liability Coverage Extension | 23. In Rem Actions |
| 12. Newly Formed Or Acquired Organizations
Coverage extended to the end of the policy period. | |

1. MISCELLANEOUS ADDITIONAL INSURED

Section II Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in Paragraphs 2.a. through 2.g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal injury and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Controlling interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs a. through g. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this provision, Paragraph 4.5.(1) of Section IV – Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where

required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

2. EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Paragraph 2.a.(1)(d) of Section II – Who is An Insured is deleted.

3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II – Who is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.
- c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

B. The last paragraph of Section II – Who is An Insured is deleted and replaced by the following:

Except as provided in Paragraph 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

4. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to Section V – Definitions, the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability is amended to include the following:

Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

D. This provision 4. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I – Coverage B – Personal And Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.

5. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of Section III – Limits of Insurance is deleted and replaced by the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section – I – Coverage C for all medical expenses

because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 5. (Medical Payments) does not apply if Section I – Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(b) of Section I – Coverage C – Medical Payments, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

6. LEGAL LIABILITY AND BORROWED EQUIPMENT

A. Under Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions, Exclusion J, is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform

operations at the time of loss; or

- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under Section I - Coverage A - Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under Section I - Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$200,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- D. Paragraph 4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

(ii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

- E. This provision 6. (LEGAL LIABILITY AND BORROWED EQUIPMENT) does not apply if Damage To Premises Rented To You Liability under Section I - Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

7. NON-OWNED WATERCRAFT

Under Section I - Coverage A, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

- (2) A watercraft you do not own that is:
 - (a) Less than 65 feet long; and
 - (b) Not being used to carry persons or property for a charge.

8. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I - Coverage A - Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

- 1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. It is rented with a trained, paid crew; and
- 3. It does not transport persons or cargo for a charge.

9. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Exclusion a. Contractual Liability of Section I - Coverage B is deleted.

10. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

11. LIQUOR LIABILITY

Exclusion c. of Section I - Coverage A is deleted.

12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of Section II – Who is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

13. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

15. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

16. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

17. AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits."

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single

construction project away from premises owned by or rented to the insured:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Single Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
- D. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

18. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

EXCLUSION - CONSTRUCTION WRAP-UP PROGRAM which is part of this policy is amended as follows:

- A. If EXCLUSION - CONSTRUCTION WRAP-UP or another exclusionary form pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is part of this policy, then it is amended to add the following:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to:

1. Your liability for "bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf;
2. Your liability for "bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."

- B. The following is added to Paragraph 4.b.(1) of Section IV-Commercial General Liability Conditions

This insurance is excess over:

- (e) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."

- C. The following is added to Section V - Definitions:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs,

detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

21. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in Section V – Definitions is replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

22. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

23. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

In rem is a term used to designate actions instituted against the thing, in contradistinction to personal actions, which are said to be in personam.

In personam means against the person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

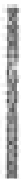
Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or

damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insured Name: BILTMORE CONSTRUCTION CO INC
Policy Number: 001-WC13A-35641
Agency Name: 727, Fisher Brown Insurance

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C, Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (35 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion B, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
FL	119%
FL	119%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: FCCI Insurance Company 24570

Endorsement Number: 0000004

Effective Date: 1/01/13

Date Issued: 1/02/13

Countersigned by _____
Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insured Name: BILTMORE CONSTRUCTION CO INC
Policy Number: 001-WC13A-35641
Agency Name: 727, Fisher Brown Insurance

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: FCCI Insurance Company 24570
Endorsement Number: 0000012
Effective Date: 1/01/13

Date issued: 1/23/13

Countersigned by _____
Authorized Representative

59

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SE

BATCH NUMBER	LICENSE NBR
127003289	CGC040464

CONTRACTOR
IS CERTIFIED
revisions of Chapter 489 FS.
date: AUG 31, 2014

EDWARD ALLEN JR
E CONSTRUCTION CO INC
NCE DE LEON BLVD
R FL 33756

SCOTT
ERNOR

KEN LA
SECRET

DISPLAY AS REQUIRED BY LAW



THE CITY OF KEY WEST
3140 Flagler St.
Key West, FL 33040

ADDENDUM #1
Fire Station #2
Invitation to Bid: 13-014
July 2, 2013

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Attached to this cover sheet is Addendum #1, dated July 2, 2013 which changes the bid due date to July 24, 2013, includes the sign-in sheet for the mandatory pre-bid site visit, and includes updated versions of the General and Supplementary Conditions and an updated version of the Instructions to Bidders.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum No. 1 in their proposal or by submitting the signed Addendum No. 1 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Biltmore Construction Co., Inc.

Name Of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #2
Fire Station #2
Invitation to Bid: 13-014
July 22, 2013

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Attached to this coversheet is Addendum #2, dated July 22, 2013 which changes the bid due date to **August 14, 2013 at 3:00 pm**, includes updated versions of the Bid Form and Instructions to Bidders, a corrected version of the existing tree schedule, and answers several questions submitted by prospective bidders.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum No. 2 in their proposal or by submitting the signed Addendum No. 2 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Biltmore Construction Co., Inc.
Name Of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #3
Fire Station #2
Invitation to Bid: 13-014
August 7, 2013

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Attached to this coversheet is Addendum #3, dated August 6, 2013 which includes an updated version of the Bid Form, updated versions of several drawings, and answers several questions submitted by prospective bidders.
- This Addendum #3 does not change the bid due date, which remains **August 14, 2013 at 3:00 pm**.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by acknowledging Addendum No. 3 in their proposal or by submitting the signed Addendum No. 3 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Biltmore Construction Co., Inc.
Name Of Business




THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #4
Fire Station #2
Invitation to Bid: 13-014
August 7, 2013

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Attached to this coversheet is Addendum #4, dated August 7, 2013 which includes an answers questions submitted by prospective bidders.
- This Addendum #4 does not change the bid due date, which remains August 14, 2013 at 3:00 pm.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 by acknowledging Addendum No. 4 in their proposal or by submitting the signed Addendum No. 4 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Biltmore Construction Co., Inc.
Name Of Business

**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 OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. GN1204 for
Fire Station No. 2

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 59-0720349 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Edward A. Parker, Jr. and my relationship to
(Please print name of individual signing)
the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a 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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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) Edward A. Parker, Jr., President

(Date) August 14, 2013

STATE OF Florida

COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Edward A. Parker Jr. who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 14th day of August, 2013

My commission expires: 2/6/16


NOTARY PUBLIC

VAE M. HYDE
Notary Public, State of Florida
My comm. exp. Feb. 6, 2016
Comm. No. EE149840

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Pinellas)

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

By: 
Edward A. Parker Jr. - President

Sworn and subscribed before me this

14th day of August, 2013

VAE M Hyde
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 2/6/16

VAE M. HYDE
Notary Public, State of Florida
My comm. exp. Feb. 6, 2016
Comm. No. EE149840

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Biltmore Construction Co., Inc. SEAL
1055 Ponce de Leon Blvd., Belleair, FL 33756

Address

Signature

Edward A. Parker, Jr., PE

Print Name

President

Title

DATE:

August 14, 2013

**FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring**


CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/8B 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>TRENCH BOX</u>	<u>EA</u>	<u>1</u>	<u>1,000</u>	<u>\$ 1,000</u>
B. _____	_____	_____	_____	_____


 Signature Edward A. Parker, Jr.
 Date August 14, 2013

STATE OF Florida
 COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Edward A. Parker, Jr. who, after first being sworn by me affixed his /her signature in the space,

provided above on the 14th day of August, 2013



 Notary Public

(Seal)

MY COMMISSION EXPIRES: 2/14/16

VAE M. HYDE
 Notary Public, State of Florida
 My comm. exp. Feb. 6, 2016
 Comm. No. EE149840

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Bid Form filled in, using black ink. [✓]
3. Total and unit prices added correctly. [✓]
4. Addenda acknowledged. [✓]
5. Mandatory Site Visit Attended. [✓]
6. Subcontractors are named as indicated in the Proposal. [✓]
7. Experience record included. [✓]
8. Bid signed by authorized officer. [✓]
9. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
10. Key West Indemnification Form signed by authorized officer. [✓]
11. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
12. 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. [✓]
13. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, two (2) copies and two (2) USB drives containing a single complete PDF file. [✓]
14. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]
15. Schedule of Values. [✓]
16. Bidder must provide satisfactory documentation of State Licenses [✓]
17. Anti-Kickback Affidavit. [✓]
18. Public Entity Crimes. [✓]
19. Local Vendor Certification. [✓]
20. Florida Trench Safety Form signed by authorized officer. [✓]
21. Non-Collusion Declaration and Compliance. [✓]
22. Declaration of Compliance 2-799 Equal Benefits for Domestic Partners [✓]

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____, _____

I, Edward A. Parker, Jr., hereby
declare that I am President (NAME) of Biltmore Construction Co., Inc.
Of Belleair, Florida (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This

includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

(Seal)

BY: Edward A. Parker, Jr., President
NAME AND TITLE PRINTED

WITNESS:

Kim Madley

BY:

SIGNATURE

WITNESS:

Yasir H. H. K.
Assistant Secretary

Executed on this 14th day of August, 2013

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**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 _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address _____

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

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: 
Edward A. Parker, Jr., President

Sworn and subscribed before me this

14th day of August, 2013

VAE M Hyde
NOTARY PUBLIC, State of Florida at Large

VAE M. HYDE
Notary Public, State of Florida
My comm. exp. Feb. 6, 2016
Comm. No. EE149840

My Commission Expires: 2/6/16

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) *Benefits* means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
 - (2) *Bid* shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
 - (3) *Cash equivalent* means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) *Contract* means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) *Contractor* means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) *Covered contract* means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) *Domestic partner* shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to

employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with

the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

- a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
- a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.



SIMILAR PROJECTS LIST:

<p>Public Safety Headquarters and Fire Station No. 21 Islamorada, FL Contact: Edward Koconis, Village Mgr. / 305.664.6410</p> <p>Size: 15,900 GSF Completion: 01/2010</p> <p><i>Green Building Attributes</i></p>	<p>New 3-story Municipal Complex consolidates City's administration offices, Police/public safety/emergency operations center (EOC), and Fire Station No. 21. Construction is architectural precast components "hardened" to withstand a Cat-5 storm supported by redundant back-up generator systems.</p>	
<p>Fire Station No. 14 and EOC City of Marathon, FL Contact: Roger Hernstadt, City Mgr. / 305.289.4130</p> <p>Size: 23,300 GSF Completion: 10/2007</p>	<p>The two-story Fire Station and EOC provides fire protection services to both the City of Marathon and the Marathon Airport. The precast construction is hardened to Cat-5 wind loads and serves as the City's EOC Center. The facility features back-up generator systems to maintain full operations in storm/emergency event.</p>	
<p>Fire Station No. 45 City of Clearwater, FL Contact: Tara Kivett 727-562-4758</p> <p>Size: 31,000 GSF Completion: 04/2014</p> <p><i>LEED Silver Anticipated</i></p>	<p>New 3-story Fire Station and Administration Center replacing FS No. 1. Construction is architectural precast components, with impact windows "hardened" to withstand a Cat-5 storm, supported by redundant back-up generator systems to maintain full operations.</p>	
<p>Public Works Admin/EOC and PW Operations City of Seminole, FL Contact: Frank Edmunds, City Manager / 727.392.0204</p> <p>Size: 20,670 GSF Completion: 07/2010</p> <p><i>LEED Platinum Certified</i></p>	<p>New buildings houses Public Works, department's administration offices, conference / support spaces, and City's Emergency Operations and Data Center; and PW Operations and nine equipment bays. Structural concrete precast wall panels & double "T" precast concrete roof system, with FEMA 361 rated storefront entry doors & high impact windows to Cat-5 winds. Photovoltaic (PV) Panels generate estimated 86,732 Kw of electricity annually to power the buildings during normal operation and are equipped with solar collectors to provide direct heating of the hot water supply.</p>	



Keys Energy Transmission & Distribution Building

Key West, FL

Contact: Jack Wetzler, Asst.

General Manager & CFO

305.295.1013

Size: 16,773 GSF

Completion: 01/2014

New two-story concrete office building with storage and parking at ground level, and the selective demolition and renovation of an adjacent existing two (2) story 2,445 SF building along with all associated site, civil, mechanical, electrical, plumbing and fire protection work.



LITIGATION STATEMENT:

Biltmore Construction Co., Inc. has not been involved in any litigation in the past three (3) years, nor do we have any active or pending mediation, arbitration or litigation.