

RESOLUTION NO. 13-214

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, REJECTING ALL BIDS RECEIVED IN RESPONSE TO INVITATION TO BID (ITB) #13-019 FOR CEMETERY SEXTON'S HOUSE; PROVIDING FOR AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the bids received in response to ITB #13-019, for the Cemetery Sexton's House project are hereby rejected pursuant to city code of ordinances section 2-834(4).

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20th day of August, 2013.

Authenticated by the Presiding Officer and Clerk of the Commission on 21st day of August, 2013.

Filed with the Clerk on August 21, 2013.


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

Date: July 26, 2013

To: Bob Vitas, City Manager

From: Karen Olson, Special Projects Designer

CC: David Fernandez, ACM
Mark Finigan, ACM
Doug Bradshaw, Senior Project Manager

Subject: **Reject all Bid's received for the Cemetery Sexton's House ITB#13-019 (CE1002)**

Action Statement

This Resolution would reject all Bids received for the Cemetery Sexton's House ITB #13-019. Bids were inconsistent with typical local square foot pricing.

Background

The City of Key West issued ITB #13-019 for the construction of the new Cemetery Sexton's House. Bids were received on July 17, 2013 from three contractors.

D.L. Porter Construction, Inc.

Base Bid: \$532,000.00 (\$551s.f. base bid minus allowance)

Overholt Construction Corporation

Base Bid: \$616,601.00 (\$648s.f. base bid minus allowance)

E.L.C.I. Construction Group, Inc.

Base Bid: \$642,075.00 (\$677s.f. base bid minus allowance)

A \$50,000.00 allowance was added to the project to cover any unknown conditions discovered during demolition of the existing facility and permitting fees. There had been previous discussions with the City Sexton that human remains may be discovered below the facility and adjacent concrete slab. If remains are

Key to the Caribbean – Average yearly temperature 77° F.

M E M O R A N D U M

discovered the contractor would need to employ an Archeologist and provide ground penetrating radar to locate and preserve any additional remains.

Michael Miller was the Architect for the project.

Purpose and Justification

City staff, along with Michael Miller, analyzed the documents prior to bid to determine a range from \$375s.f. to \$475s.f. for construction minus the \$50,000.00 allowance. Staff had anticipated bids would come in at mid-range of \$423s.f. or \$370,000.00.

With the low bid at \$532,000.00 or \$551s.f. base bid minus allowance the City cannot justify that amount for an 875s.f footprint. In reviewing the bid schedule it was apparent that there were items within the original design that could be modified to help reduce costs.

After discussions with management it was determined the best course of action was to reject all bids and re-bid project with modifications. Though not prohibited and always encouraged to bid, local general contractors more than likely found it difficult, if not impossible, to meet several of the solicitation requirements. It is probable that by removing the requirements for builder's risk and eliminating the need for a payment and performance bond local builders will be able to meet the requirements of the documents and submit a bid.

Additional measures to be taken are the storeroom cabinetry and impact front door/transom will be replaced with shelving and non-impact door/transom with shutter. City staff will also perform demolition of existing facility and site preparation.

Options

Option #1 Accept D.L. Porter Construction, Inc. low base bid of \$532,000.00 and direct City Manager to find the additional funds needed for construction.

Option #2 Reject all bids received for the Cemetery Sexton's House ITB #13-019 and re-bid modified documents.

Financial Issues

Account 101-1905-6200 (CE1002) has a balance of \$338,000 and a projected budget increase in FY2013 of \$25,000 for a total balance of \$363,000.

Recommendation

Staff recommends option #2, Reject all bids received for the Cemetery Sexton's House ITB #13-019 and re-bid modified documents.

INTEROFFICE MEMORANDUM

To: Karen Olson, Special Projects Designer
CC: Janet Muccino, Utilities Project Manager
Russell Britton, Cemetery Sexton
Sue Snider, Purchasing
From: Cheri Smith, City Clerk *Cheryl Smith/sph*
Date: July 17, 2013
Subject: **CEMETERY SEXTON'S HOUSE; BID 13-019**

The following bids were opened July 17, 2013 at 3:00 p.m. in response to the above referenced project.

1.	E.L.C.I. Construction Group, Inc. 626 N.E. 124 th Street North Miami, FL 33161	Total Items 1-6: \$642,075.00 Total Add/Alternate Items 1-2: \$ 29,070.00
2.	Overholt Construction Corporation 91760 Overseas Highway Tavernier, FL 33070	Total Items 1-6: \$616,601.00 Total Add/Alternate Items 1-2: \$ 41,335.00
3.	D. L. Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238	Total Items 1-6: \$532,000.00 Total Add/Alternate Items 1-2: \$ 20,046.00

CS/sph
Bid 13-019 Cemetery Sexton's House

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

PROPOSAL

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: CEMETERY SEXTON'S HOUSE CE1002

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

Company Name: D.L. PORTER CONSTRUCTORS, INC.
Contact Name & Telephone #: C. Marshall White - 941-929-9400
Email Address: mwhite@dlporter.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

1. Performance and Payment Bonds (per \$1,000 of Construction)

1 EA \$ _____ \$ 8,057.03

2. Mobilization and Demobilization

1 LS \$ 17,553.44

3. Site Preparation (includes demolition, temporary fence and all work necessary to prepare site for construction)

1 LS \$ 33,070.78

4. CBS Structure (Includes all labor, equipment & materials for a complete product)

1 LS \$ 407,389.97

5. Site Improvements (includes finish grading, swales, sod, sidewalks, edge walls, concrete pads, pavement markings and ADA signage)

1 LS \$ 15,928.78

6. Allowance (only to be used with owner's written directive, Permit Fees to be paid for through allowance)

1 LS \$ 50,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 6 \$ 532,000.00

Five Hundred Thirty-Two Thousand and Dollars & 00/100 Cents
(amount written in words)

PROPOSAL CONTINUES ON NEXT PAGE

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+H)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD				
1	Performance & Payment Bond	\$ 8,057.03						
2	Builders Risk Insurance	\$ 8,014.05						
3	Mobilization	\$ 17,553.44						
4	General Conditions	\$ 65,853.65						
5	Clearing & Demolition	\$ 27,718.20						
6	Concrete walks, walls & fencing	\$ 9,112.03						
7	Fill & Grading	\$ 4,238.64						
8	Concrete & Masonry	\$ 61,930.34						
9	Structural Steel	\$ 10,179.00						
10	Rough Carpentry	\$ 50,434.60						
11	Finish Carpentry	\$ 43,925.64						
12	Windows	\$ 16,106.44						
13	Cabinetry & Tops	\$ 6,577.20						
14	Roofing	\$ 19,731.60						
15	Insulation	\$ 4,889.05						
16	Doors, Frames & Hardware	\$ 10,220.76						
17	Mahogany Entry Door w/ transom lite	\$ 10,600.00						
18	Drywall	\$ 9,396.00						
19	Stucco	\$ 9,918.00						
20	Flooring	\$ 9,424.19						
21	Painting	\$ 18,123.84						
22	Mirrors & Accessories	\$ 606.31						
23	Door Mat	\$ 172.22						
24	Plumbing	\$ 11,072.66						
25	HVAC	\$ 17,956.80						
26	Electrical	\$ 30,188.30						
27	Allowance	\$ 50,000.00						
	TOTAL	\$ 532,000.00						
	ADD/ALTERNATES							
1	Delete Metal Roof & install slate	\$ 18,654.32						
2	Delete Vinyl - install wood (Fam. Room)	\$ 1,391.68						
	TOTALS w/Alternates	\$ 552,046.00						

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: ARCHITECT'S PROJECT NO:

APPLICATION DATE: PERIOD TO:

TOTAL COMPLETED AND STORED TO DATE (D+E+H)

MATERIALS PRESENTLY STORED (NOT IN D O R E)

% (G + C)

BALANCE TO FINISH (C - G)

RETAINAGE (IF VARIABLE RATE)

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:

John Rogers Roofing, Inc.

Name

P.O. Box 430-829 Bid Pine Key FL 33043

Street City State Zip

3C Construction Corp.

Name

3601 NW 55 St., #201 Miami FL 33142

Street City State Zip

TEM Environmental & Mechanical Services

Name

31425 SW 202 Ave. Homestead FL 33030

Street City State Zip

Gary's Plumbing, Inc.

Name

6409 2nd Terrace #1 Key West FL 33040

Street City State Zip

Florida Keys Electric, Inc.

5730 2nd Ave. Key West FL 33040

SURETY

Liberty Mutual Insurance Co. whose address is

175 Berkeley St., Boston, MA, 02116
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

D.L. Porter Constructors, Inc. doing business at

6574 Palmer Park Circle, Sarasota, FL, 34238
Street City State Zip

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

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

<u>Gary A. Loer</u>	<u>President</u>
<u>C. Marshall White</u>	<u>Vice President</u>
<u>Paulette Jewell</u>	<u>Secretary</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2013.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 10th day of July 2013.

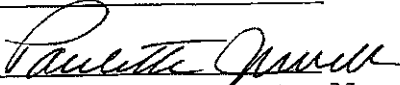
(SEAL)

D.L. PORTER CONSTRUCTORS, INC.

Name of Corporation

By 
C. Marshall White

Title Vice President

Attest 
Secretary Paulette Jewell

D.L. PORTER CONSTRUCTORS, INC.
Experience References

<u>Project Scope Description</u>	<u>Project Name & Address</u>	<u>Engineer / Architect</u>	<u>Owner</u>	<u>Final Contract</u>
2 Story hotel 14 units (9375sf) w/pool	Truman Hotel Phase II 611 Truman Ave. Key West, FL 33040 (14 units-2 story w/pool- 9375sf)	William P. Horn Architect 915 Eaton St. Key West, FL 33040 305-296-8302	Truman Hotel Inc. 121 US Hwy 1 Key West, FL 33040 William Kemp 305-296-2588	\$2,500,000.00
(16200 sf - 2 Story office complex) structural steel & masonry - demo & reconstruction w/interior buildout	Siemens New Office Fac. 2650 Tallevast Rd. Sarasota, FL 34243	Randy Sample Architect 46 N. Washington Blvd. #12 Sarasota, FL 34236 941-362-0414	Siemens Water Tech.Corp. 2650 Tallevast Rd. Sarasota, FL 34243 Howard Lange 732-603-5871	\$2,318,092.00
3-Story 5 Building 87 unit Motel (42,000sf)	Southernmost on the Beach 508 South St. Key West, FL 33040	Peter Pike Architect 471 US Hwy #1, #101 Key West, FL 33040 305-296-1692	Southernmost Beach Motels LP 121 W. Long Lake Rd., 3rd Floor Bloomfield Hills, MI 48304 Craig Singer 248-321-5900	\$17,806,826.42
Structural repairs to concrete beams & columns, complete exterior door & window replacements (200 Units)	Senior Citizen Plaza Concrete Repair 1400 Kennedy Dr. Key West, FL 33040	Wiss, Janney, Elstner Assoc. 330 Pflingsten Rd. Northbrook, IL 60062 John Duntemann 847-272-7400	The Housing Authority of the City of Key West 1400 Kennedy Dr. Key West, FL 33040 Larry Keys 305-296-5621	\$7,841,206.00
50 units - 22,000sf - 3 level 3 Story Motel	Silver Palms Inn fka El Rancho 830 Truman Ave. Key West, FL 33040	Gonzalez Architects 32 E. Bay St. Savannah, GA 31401 Jose Gonzalez 912-201-9888	Tejas Inc. dba El Rancho Motel 830 Truman Ave. Key West, FL 33040 Tejas Soni 305-304-8140	\$5,749,668.00
Remove existing doors & windows & replace w/impact resistant. (12 Bldgs)	KWHA Ft. Village & Robert Gabriel Window & Door Replacement Truman/Emma & Fort St.		Key West Housing Authority 1400 Kennedy Dr. Key West, FL 33040 Larry Keys 305-296-5621	\$570,453.00
Renovation and restoration to 5000sf child care facility	Inez Martin Child Care Facility 1100 Varela St. Key West, FL 33040	Bender & Associates Architects 410 Angela St. Key West, FL 33040 Bert Bender 305-296-1347	Wesley House Family Services 1304 Truman Ave. Key West, FL 33040	\$1,025,174.00
Int. & Ext renovation to existing 26,000sf skilled nursing facility	KW Health & Rehabilitation Center 5860 W. Junior College Rd. Key West, FL 33040		KW Health & Rehabilitation Center LLC 1240 Matbella Plaza Dr. Tampa, FL 33619 Kevin McGuinness 813-341-2700	\$3,040,000.00

FLORIDA BID BOND

BOND NO. N/A bid

AMOUNT: \$ 5% of Proposal

KNOW ALL MEN BY THESE PRESENTS, that D. L. Porter Constructors, Inc.

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

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

having its principal place of business at 175 Berkeley St, Boston MA 02116

in the State of MA,

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

City of Key West FL

hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid

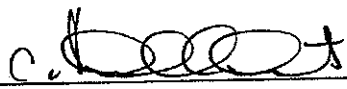
DOLLARS (\$ 5% of amt bd) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Cemetery Sexton's House CE1002 said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

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.

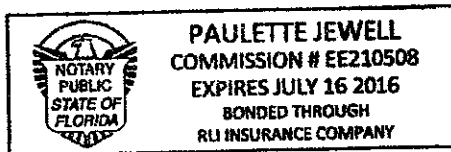
By: 
D.L. Porter Constructors, Inc.

Sworn and subscribed before me this 10th day of July, 2013.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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

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

Certificate No. 6156365

American Fire and Casualty Company
The Ohio Casualty Insurance Company

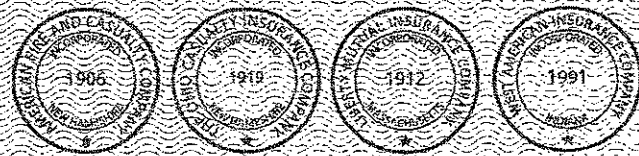
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anett Cardinale; Carol H. Hermes; David H. Carr; Eileen C. Heard; Linda Horn; Margaret A. Gihem

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of June, 2013.



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

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

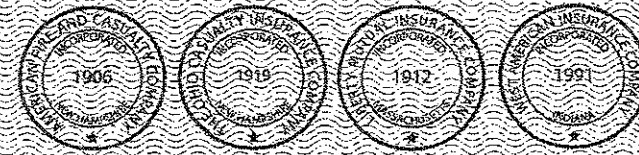
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of July, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Sarasota)

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: *C. Marshall White*
C. Marshall White, VP

Sworn and subscribed before me this 10th day of July, 2013.

Paulette Jewell

NOTARY PUBLIC, State of FL at Large

My Commission Expires:



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

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

1. This sworn statement is submitted with Bid or Proposal for The City of Key West

2. This sworn statement is submitted by D.L. Porter Constructors, Inc.
(name of entity submitting sworn statement)

whose business address is 6574 Palmer Park Circle, Sarasota, FL 34238

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0848440

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)

3. My name is C. Marshall White
(please print name of individual signing)

and my relationship to the entity named above is Vice President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ 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.)

C. Marshall White

(signature) C. Marshall White, VP

July 10, 2013

(date)

STATE OF FLORIDA

COUNTY OF SARASOTA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

C. Marshall White who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 10th day of July, 2013.

My commission expires:

Paulette Jewell
NOTARY PUBLIC



INDEMNIFICATION

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

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

CONTRACTOR: D.L. PORTER CONSTRUCTORS, INC. SEAL:

6574 Palmer Park Circle
Sarasota, FL 34238

Address



Signature

C. Marshall White

Print Name

Vice President

Title

DATE: 7/10/13

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

I, the undersigned hereby duly sworn, depose and say that the firm of D.L. Porter Constructors, Inc. 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: c. Marshall White
C. Marshall White, VP

Sworn and subscribed before me this

10th day of July, 2013.

Paulette Jewell
NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



BIDDER'S CHECKLIST

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

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

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

PROPOSAL

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: CEMETERY SEXTON'S HOUSE CE1002

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

Company Name: Overholt Construction Corporation
Contact Name & Telephone #: Craig Overholt, 305-234-9677
Email Address: coverholt@overholtcc.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

1. Performance and Payment Bonds (per \$1,000 of Construction)

1 EA \$ 11.86 \$ 7,311.00

2. Mobilization and Demobilization

1 LS \$ 10,000.00

3. Site Preparation (includes demolition, temporary fence and all work necessary to prepare site for construction)

1 LS \$ 6,783.00

4. CBS Structure (includes all labor, equipment & materials for a complete product)

1 LS \$ 516,743

5. Site Improvements (includes finish grading, swales, sod, sidewalks, edge walls, concrete pads, pavement markings and ADA signage)

1 LS \$ 25,764.00

6. Allowance (only to be used with owner's written directive, Permit Fees to be paid for through allowance)

1 LS \$ 50,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 6

\$ 616,601.00

Six Hundred Sixteen Thousand Six Hundred one Dollars & 0 Cents
(amount written in words)

PROPOSAL CONTINUES ON NEXT PAGE

SURETY

Fidelity and Deposit Company of Maryland whose address is
1400 American Lane, Tower 1 18th Floor Schaumburg IL 60196
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is
Overholt Construction Corporation doing business at
91760 Overseas Highway Tavernier FL 33070
Street City State Zip

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

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

Craig Overholt	President
Rod Overholt	Vice President
Neal Pocquette	Vice President of Finance and Administration

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2013.

N/A
Signature of Bidder

Title

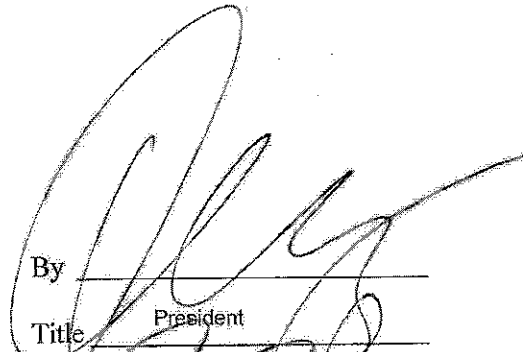
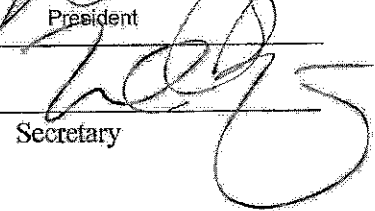
If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 16 day of July 2013.

(SEAL)

Overholt Construction Corporation

Name of Corporation

By 
Title President
Attest 
Secretary

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$5 % Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Overholt Construction Corporation

hereinafter called the PRINCIPAL, and Fidelity and Deposit Company of Maryland

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

having its principal place of business at 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196

in the State of Illinois

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

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted

DOLLARS (\$5 % Bid Bond) for the payment for which we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

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

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

CEMETERY SIXTON'S HOUSE CE1002

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

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

Signed and sealed this 5th day of July, 2013.

PRINCIPAL

Overholt Construction Corporation

By [Signature]
~~Herb S. Pocquette~~
**Vice President of Finance
and Administration**

Fidelity and Deposit Company of Maryland

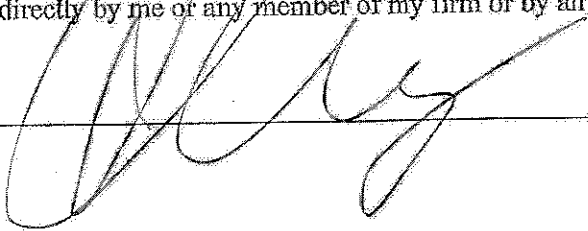
SURETY

By [Signature]
Attorney-in-Fact William L. Parker
& FI Res. Agent

STATE OF Florida)
: SS)
COUNTY OF Minnae)

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

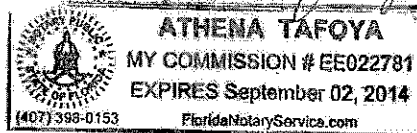
By: _____



Sworn and subscribed before me this 16th day of July, 2013.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLEN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Charles C. BALL, William F. KLEIS, Ileana M. BAUZA, William L. PARKER and Davor I. MIMICA, all of Miami, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings,, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of April, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

By

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellen

*Vice President
Thomas O. McClellen*

State of Maryland
City of Baltimore

On this 13th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

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

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

1. This sworn statement is submitted with Bid or Proposal for _____
Key West Cemetery Sexton's House Project # CE1002

2. This sworn statement is submitted by _____ Overholt Construction Corporation
(name of entity submitting sworn statement)

whose business address is _____ 91760 Overseas Highway, suite 201
Tavernier, FL 33070

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ 65063216

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement) _____ N/A

3. My name is _____ Craig Overholt
(please print name of individual signing)

and my relationship to the entity named above is _____ President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

(signature) 7-16-13
(date)

STATE OF Florida

COUNTY OF Monroe

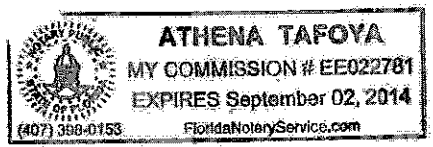
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Craig Overholt who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 16 day of July, 2013.

My commission expires:

(signature)
NOTARY PUBLIC



INDEMNIFICATION

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

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

CONTRACTOR: Overholt Construction Corporation SEAL:

91760 Overseas Highway, Suite 200, Tavernier, FL 33070

Address


Signature

Craig Overholt

Print Name

President

Title

DATE: 7-16-13

BIDDER'S CHECKLIST

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

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

2.0

OVERHOLT

CONSTRUCTION CORPORATION

CGC 057740

Experience In South Florida Since 1948

Addendums



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

**ADDENDUM # 1
ITB #13-019
CEMETERY SEXTON'S HOUSE – CE #1002**

June 28, 2013

To All Bidders,

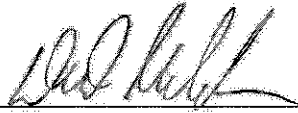
The following changes and additions are hereby made a part of Project number CE #1002, Cemetery Sexton's House, as fully and completely as if the same were fully set forth therein:

1. Clarification: City Ordinance (Sec. 2-798) "Local Business Enterprise Preference" applies to this contract.
2. Clarification: Magnolia Street, adjacent to work site, may be used for parking and/or temporary staging of materials. Owner reserves the right of access from Margaret Street to the Cemetery via Magnolia Street.
3. Additional staging areas exist within the Cemetery. Please contact Russell Brittain, Sexton at 305-292-8177 for a site visit to view locations.
4. Instruction to Bidders is hereby revised as follows:
ARTICLE 17 "PERFORMANCE OF WORK BY CONTRACTOR" – Delete this article in its entirety.
5. The General Conditions are hereby revised as follows:
ARTICLE 9 "ENGINEER" Add the following:
Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the City of Key West or authorized representatives.
6. Please see attachment of other permitted parking areas and/or laydown areas. Note: The contractor may not use any area not noted on this attachment.
7. Sheet C1: Site Plan – detail marker located adjacent to Maintenance Storage to read 5/C1 not 4/C1.
8. Sheet S2 - Lintel Beam type LB-2 above Arched Transom over Entry Door - Supplemental Information: LB-2 may be formed with an integral 8" (nom) thick concrete arch bearing upon the CMU wall a minimum of 16" at each end. The arch shall extend from the closest CMU joint at or below the spring line up to the top of LB-2. Extend two fully grouted #4 vertical CMU reinforcement up into LB-2 on each side and provide two #4 bars diagonally on either side of the arch. The contractor is wholly responsible for forming the arch to meet the door fabricator's specifications for clearances.
9. Division 3: Concrete Spec - Color Additive for Front Porch - Supplemental Information: The concrete will be regular grey 3000 psi concrete; the finish will be an acid stain from Superstone's Cloristain. Color TBD, finish shall be horsehair (light broom).

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

10. Division 3: Concrete Spec - Rusting Reinforcing Steel: - Supplemental Information: Fox Industries FX-406 is an acceptable product.

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



Signature

Overholt Construction Corp.

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

**ADDENDUM # 2
ITB #13-019
CEMETERY SEXTON'S HOUSE – CE #1002**


July 8, 2013

To All Bidders,

The following changes and additions are hereby made a part of Project number CE #1002, Cemetery Sexton's House, as fully and completely as if the same were fully set forth therein:

1. Bid date has been extended to July 17, 2013 at 3:30pm in the City Clerk's Office.
2. Addendum #1: Delete item #6.
3. Specification Division 2C Site Improvements: Delete item c. "New Entrance Gates" in its entirety.
4. Sheet C1: Where new metal fencing is shown on plan, modify and re-use existing fence panels.
5. Sheet E2: Fixture C is 5" dia, not 6" dia. Same fixture otherwise.
6. Sheet E2: The fixtures in the Storeroom and Interior Bathroom should be "E", not "D".
7. Sheet E2: All ceiling fans should be marked "N", not "G". The fans will be 52" Hunter Classic fans, model 23855 with walnut blades and canopy for 8' ceiling.

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



Signature



Name of Business

3.0

OVERHOLT

CONSTRUCTION CORPORATION CSC 057740

Experience in South Florida Since 1948

Schedule of Values

OVERHOLT

CONSTRUCTION CORPORATION

CGC 000164
CGC 057740

18635 SW 105th AVE
Miami, FL 33156
305-234-9677
7/17/2013

Experience in South Florida Since 1948.

Project: Key West Cemetery Sexton's House
Location: 701 Passover Lane, Key West
Architect: Michael Miller Architects
Estimate #: 13-07-07

DIVISION	PHASE DESCRIPTION	7/17/2013
01	GENERAL CONDITIONS	Bid
01-100	General Conditions	\$85,000
01-200	Owner Permit Fee Allowance	\$50,000
01-300	Builders Risk	\$10,000
02	SITE WORK	Bid
02A	Demolition	\$28,438
02B	Site Preparation	\$6,783
02C	Site Improvements	\$22,264
02D	Landscaping	\$3,500
03-04	CONCRETE & MASONRY	Bid
3	Concrete	\$153,305
04A	Concrete Masonry Units	INC 3
04B	Cast Stone Sills	INC 3
05	METALS	Bid
5	Structural Steel and Miscellaneous Iron	INC 3
06	WOOD & PLASTIC	Bid
06A	Rough Carpentry	\$3,500
06B	Pre-engineered Trusses	INC 3
06C	Finish Carpentry	\$5,000
06D	Moldings	\$3,378
06E	Prefabricated Columns	\$3,500
06F	Casework	\$6,500
07	THERMAL & MOISTURE PROTECTION	Bid
07A	Metal Shingle Roof	\$18,900
07B	Slate Roof (Alternate 1)	\$0
07C	Caulking and Sealants	\$500
07D	Building Insulation	\$3,000
7	Soffit and Fascia	\$5,000
08	DOORS & WINDOWS	Bid
08A	Wood Doors	\$14,000
08B	Hollow Metal Doors and Frames	INC 8A
08C	Finish Hardware	INC 8A
08E	Windows	\$15,750
8	Metal Trim Covers	\$4,000
09	FINISHES	Bid
09A	Paint	\$13,400
09B	Gypsum Wall Board	\$11,100
09C	Stucco	INC 3
09D	Vinyl Flooring	\$3,000
09F	Marble Tile Floor	\$900
09G	Heart Pine Floor (Alternate 2)	\$0
10	SPECIALTIES	Bid
10A	Bathroom Accessories	\$800
10B	Front Door Mat	\$550
11-14	DIV 11-14 Not Used	Bid
	Not Used	N.I.C.
15	MECHANICAL	Bid
15A	Plumbing	\$11,700
15B	HVAC	\$8,986
16	ELECTRICAL	Bid
16	Electrical	\$28,000
	SUBTOTAL	\$520,754
	OH	\$52,075
	SUBTOTAL	\$572,829
	PROFIT	\$28,641
	SUBTOTAL	\$601,471
	GENERAL LIABILITY INSURANCE	\$7,819
	SUBTOTAL	\$609,290
	BOND	\$7,311
	TOTAL	\$616,601

Alternate 1 add \$38,335.00
Alternate 2 add \$3,000.00

4.0

Licensing



OVERHOLT

CONSTRUCTION CORPORATION CGC 057740

Experience in South Florida Since 1948

We have an office located at 91760 Overseas Highway, Tavernier, FL 33070 and recently registered for the Key West Business Tax License Receipt. Attached is the email confirmation we are currently waiting to receive our receipt, as well as additional information.

David Malek

From: susan grant
Sent: Thursday, July 11, 2013 2:28 PM
To: David Malek
Cc: Athena Tafoya
Subject: city of Key West Lic Info (also for Sexton House bid proposal pkg)

David,

For now, attach (the below email) to the required attachment to our bid proposal (proof from city of our Key West License status. The actual certificate is in the mail but the Licensing rep said this is fine for the bid, if we don't get the certificate on time. I should get it in next couple days. It was mailed out yesterday.

From: Kim Pita [mailto:kpita@keywestcity.com]
Sent: Thursday, July 11, 2013 2:18 PM
To: susan grant
Subject:

L111U01 THE CITY OF KEY WEST - OL 7/11/13
 License File Changes - General Information 14:12:13

ype information, press Enter. Last activity:
 Business control 22920 Created: 07/09/13 by KEYWKGP
 Business name & address Mailing address
 OVERHOLT CONSTRUCTION CORPORAT 91760 OVERSEAS HWY
 91760 OVERSEAS HWY TAVERNIER FL 33070
 TAVERNIER FL 33070
 License number : 13 00028265
 Appl, issue, expir . . . 70913 70913 93013
 License status (F4) . . AC ACTIVE
 Classification (F4) . . 12B15 CONTRACTOR - CERT GENERAL CONTRACTOR
 Exemption (F4)

If there are any questions, call us at 305-809-3955

Kim Pita
 License Div.
 305-809-3971
 305-809-3978 (fax)

kpita@keywestcity.com

7/16/2013



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

OVERHOLT, CRAIG SCOTT
OVERHOLT CONSTRUCTION CORP
18635 SW 105TH AVE
MIAMI FL 33157

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

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

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

STATE OF FLORIDA AC# 6240520
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC057740 08/01/12 120039146

CERTIFIED GENERAL CONTRACTOR
OVERHOLT, CRAIG SCOTT
OVERHOLT CONSTRUCTION CORP

IS CERTIFIED under the provisions of ch. 489 FS
Expiration date: AUG 31, 2014 L12080102368

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINE-MARK, PATENTED PAPER

AC# 6240520

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12080102368

DATE	BATCH NUMBER	LICENSE NBR
08/01/2012	120039146	CGC057740

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

OVERHOLT, CRAIG SCOTT
OVERHOLT CONSTRUCTION CORP
18631 SW 105TH AVE
MIAMI FL 33157

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

**2012 / 2013
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2013**

Business Name: OVERHOLT CONSTRUCTION CORP RECEIPT# 30140-82647

Owner Name: CRAIG, ROD E & RODNEY OVERHOLT, JOHN Business Location: MO CTY
 Mailing Address: 10460 SW 187TH TERR. KEY WEST, FL 33040
 MIAMI, FL 33157 Business Phone: 305-367-1069
 Business Type: CONTRACTORS (GENERAL CONTRACTOR)

Rooms: Seats Employees Machines Stalls

9

STATE LICENSE: CGC057740

Number of Machines:		For Vending Business Only			Vending Type:		
Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid	
25.00	0.00	25.00	0.00	0.00	0.00	25.00	

Paid 122-11-00004230 07/09/2012 25.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

5.0

OVERHOLT

CONSTRUCTION CORPORATION CGC 057740
Experience in South Florida Since 1948

Relevant Projects

OVERHOLT

CONSTRUCTION CORPORATION CGC 057740

Experience In South Florida Since 1948

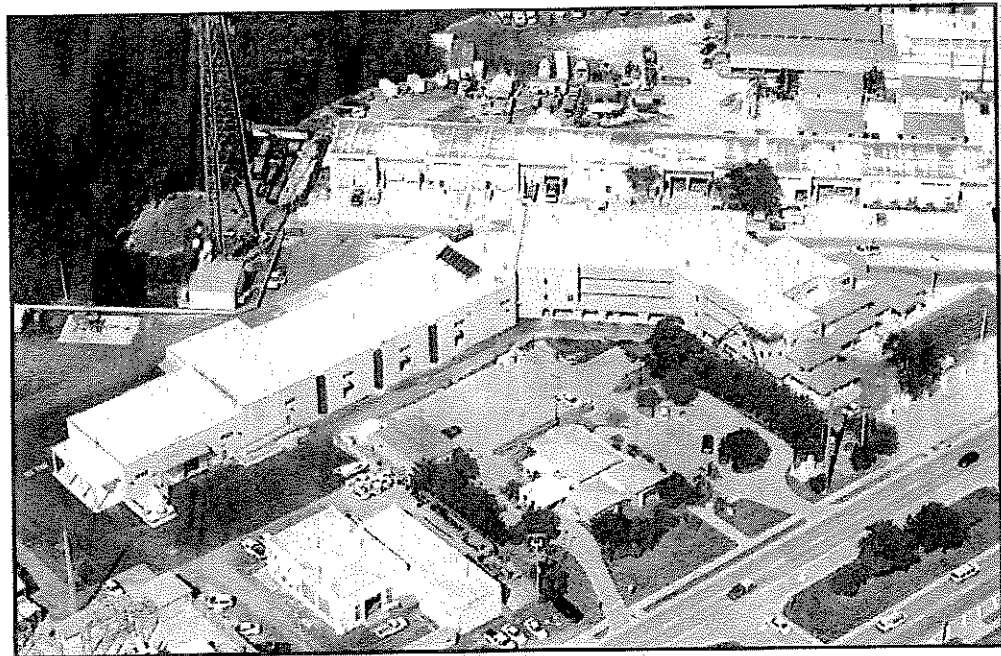
Project: Florida Keys Electric Cooperative Headquarters

**Owner: Mr. George Hertel, Board of Florida Keys Electric Cooperative -
(305) 393-0353**

**Architect: Mr. David Zelch AIA, Zelch and McMahon Architects - (954)
525-0975**

**Year Built: 2008
75,000 Square Feet
GMP Amount: \$13,990,610**

**New main headquarters for FKEC, 75,000 sf storm hardened facility in
Tavernier.**



OVERHOLT

CONSTRUCTION CORPORATION

CGC 057740

Experience in South Florida Since 1948

**FLORIDA KEYS ELECTRIC COOPERATIVE
ASSOCIATION, INC.**

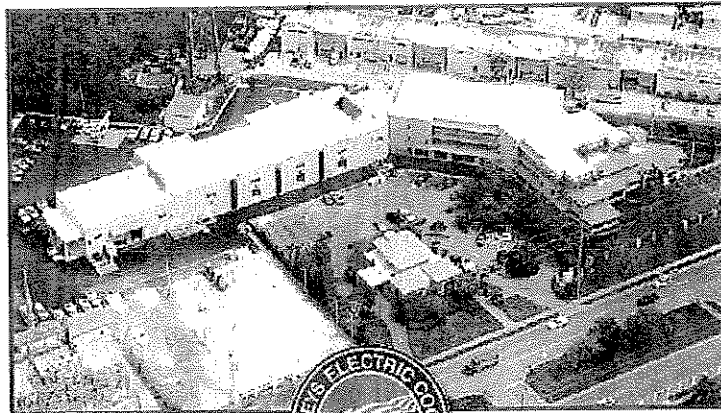


photo by Aerial Photography, Inc.

**STORM HARDENED
TAVERNIER OPERATIONS CENTER**

OVERVIEW OF KEY FEATURES

JUNE 2009



STORM HARDENED TAVERNIER OPERATIONS CENTER

Quick Facts

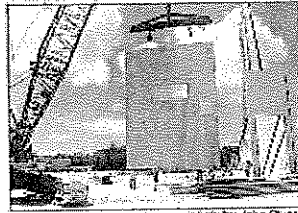


photo by John Stuart

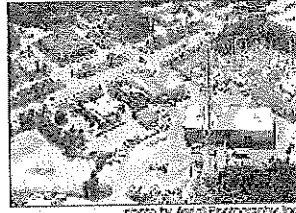


photo by J&S Photography, Inc.

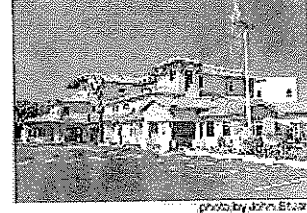


photo by John Stuart

Construction Details:

- Constructed by low bidder Overholt Construction Corp., Miami
- Paired concrete - tilt wall construction (pictured)
- Contract signed in October 2007 for \$13,667,134
- Constructed on land already owned by FKEC
- 62,000 square feet
- Construction cost per square foot approx. \$215

The new Operations Center replaces four structures:

- Old metal warehouse
- Oceanside administration building
- Old Fleet/operations/engineering building
- SCADA Center Supervisory Control and Data Acquisition moved to the new center. The old building will remain in use for records storage and as a back-up SCADA facility.

Funding Capital Projects:

- Like all capital and facilities projects FKEC undertakes, the funds for this new warehouse/office facility are not an additional or new item on electric bills but are being drawn from existing and future revenue.
- See last page for more information on funding.

Energy Efficiency & Conservation

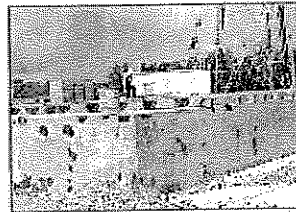
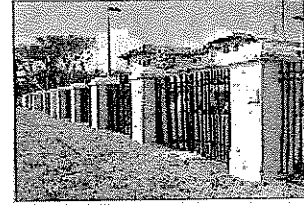


photo by John Stuart



- 30,000-gallon cistern (pictured) for watering and truck washing.
- All rain water from roof channeled into cistern plus most condensation from air conditioning system.
- High efficiency chillers in lieu of standard central air.
- Reflective white roof membrane to reduce energy consumption.

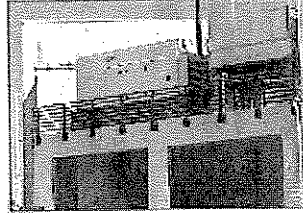
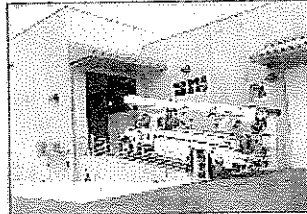
- Layered red "eyebrow" (pictured above) to direct natural light in while keeping direct sunlight out.
- Solar-assist water heating: four 120-gallon units on roof.
- Coral rock mined from site and reused on front face of building and for front fence (pictured) at minimal cost.

- Recycled building materials used where possible.
- Energy-saving cross-ventilation in warehouse.
- Water-saving toilets with two flush settings and waterless urinals.
- Master lighting control to turn building lights off at night and on in the morning.

STORM HARDENED TAVERNIER OPERATIONS CENTER



Hurricane Preparedness & Survivability



Reinforced & Elevated:

- Large warehouse designed to protect bucket trucks and materials inside during storms (pictured).
- Entire structure elevated above flood level.
- Structure built of poured concrete, including the roof.
- Warehouse building reinforced to safeguard the materials necessary for restoration.

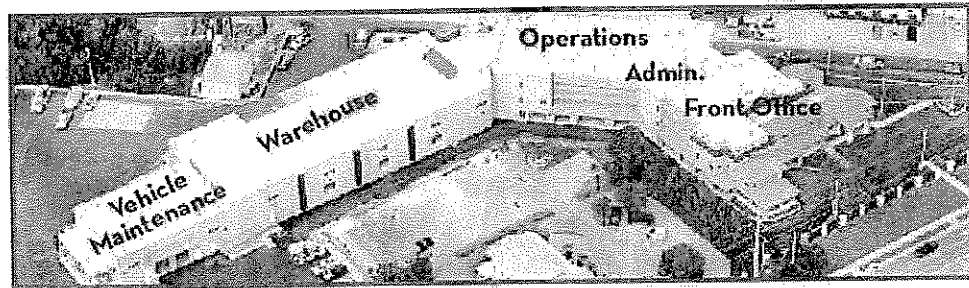
Able to Stand Alone for 72 Hours:

- Facility planned to operate in stand-alone mode for at least 72 hours.
- Adequate onsite power generation (pictured above), fuel, water, food and food preparation facilities to operate for at least three days without outside assistance.

Able to House & Feed Crews

- Reinforced cafeteria/multipurpose room included in new operations center with an attached commercial kitchen (pictured) to house and feed employees and outside crews called in to assist in restoration.
- Additional flexible meeting space designed to house employees and outside crews after a storm if necessary.

Operational Efficiency & Safety



- Employees and consumers no longer have to cross U.S. 1.
- The Tavernier administrative offices and operations center are now under one roof along with

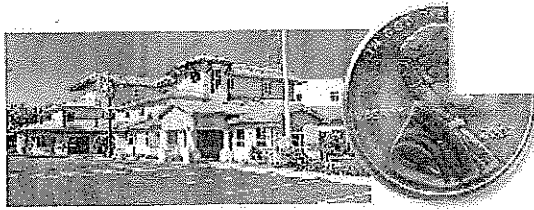
all member services, bill paying, the drive-through window, engineering, operations, administration and consumer accounting.

- The facility combines all functions for greater operational efficiency, better member service and increased safety for consumers and employees.

Visit www.FKBC.com to watch a guided video tour by CEO Scott Newberry

Funding Capital Projects

Like all capital and facilities projects FKEC undertakes, the funds for this new warehouse/office facility are not an additional or new item on electric bills but are being drawn from existing and future revenue.



Cost of New Operations Center:

0.75 cent

out of every electric bill dollar

Storm-Hardened Operations Center

The new storm-hardened Tavernier Operations Center costs each of FKEC's 31,000 accounts roughly three quarters of a cent out of every electric bill dollar, or about 1 dollar per month for an average bill of \$133.



FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.

Mile Marker 91.6 Bayside + 305-852-2431 + www.FKEC.com

Florida Keys Electric Cooperative
91630 Overseas Highway
Tavernier FL 33070

Florida Keys Electric Cooperative is a not-for-profit cooperative electric utility owned by the members it serves in the Upper and Middle Florida Keys.

Project: Irving Eyster Museum at the Islander Resort, Islamorada.

Owner: H&C Islander Resort Mr. George Hertel – (305) 393-1303

Architect: Mr. Robert Foster, Jordan and Associates – (479) 444-9923

Year Built: 2012

GMP Amount: \$3,464,000

This facility is approximately 20,000 SF. This new construction building was built utilizing a Tilt-up Wall Panel system. The facility will be used as a conference center and event/ballroom for the Islander Resort. As well as having displays with local art and history.



OVERHOLT

CONSTRUCTION CORPORATION CGC 057740

Experience In South Florida Since 1948

Project: Vacuum Station I, Key Largo

Owner: Key Largo Wastewater Treatment District, Mr. Charles Fishburn, G.M. – (305) 451-4019

Engineer: Weiler Engineering, Mr. Ed Castle – (305) 289-4161

Year Built: 2010

GMP Amount: \$962,000

This facility is approximately 2,270 SF. The project was ground up new construction using CMU and Concrete. The building houses pumps and equipment for the Key Largo Wastewater Treatment District



Project: Vacuum Station J/K, Key Largo

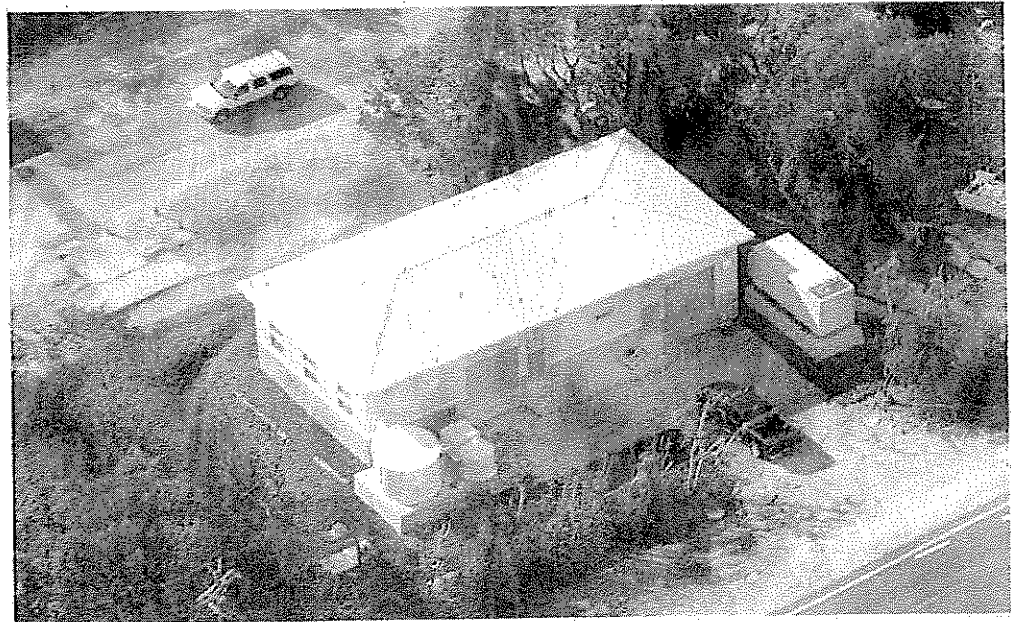
Owner: Key Largo Wastewater Treatment District, Mr. Charles Fishburn, G.M. – (305) 451-4019

Engineer: Weiler Engineering, Mr. Ed Castle – (305) 289-4161

Year Built: 2011

GMP Amount: \$962,000

This facility is approximately 2,270 SF. The project was ground up new construction using CMU and Concrete. The building houses pumps and equipment for the Key Largo Wastewater Treatment District.



OVERHOLT

CONSTRUCTION CORPORATION CGC 057740

Experience in South Florida Since 1948

Project: Guard House at Ocean Reef Club, Key Largo

Owner: Ocean Reef Community Association Mr. Jeff Oeltjen – (305) 367-7337

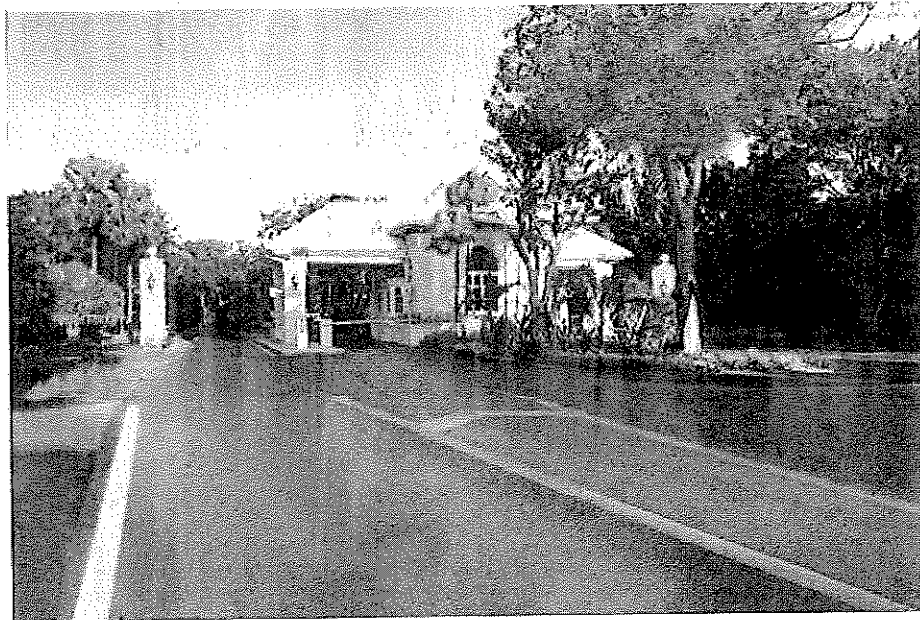
Architect: Mr. Robert Wade AIA, Robert Wade and Associates – (305) 371-2832

Year Built: 2007

800 Square Feet

GMP Amount: \$832,000

**New guard house at main entrance of Ocean Reef Club, 800 SF under air.
The building was constructed with CMU and Concrete.**



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

PROPOSAL

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: CEMETERY SEXTON'S HOUSE CE1002

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

Company Name: E.L.C.I. Construction Group, Inc.
Contact Name & Telephone #: Moises B. Bichachi, 305-891-7990
Email Address: moises@elciconstruction.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

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

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
--------------------------------------	--

Coverage must include the following:

- | | |
|-----------------------------------|--|
| - Contractual Liability | - Commercial Form |
| - CG2010 (1185) or Equivalent | - Broad Form Property Damage |
| - No exclusion for XCU | - Premises / Operations |
| - Products / Completed Operations | - Independent Contractors (if any part of the work is to be subcontracted out) |
| - Personal Injury | |

Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
-----------------------	--

Additional Umbrella Liability:	\$,000,000 Occurrence / Aggregate
--------------------------------	------------------------------------

Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

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

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

1. Performance and Payment Bonds (per \$1,000 of Construction)

1 EA \$ 12815.00 \$ 12,815.00

2. Mobilization and Demobilization

1 LS \$ 93,608.00

3. Site Preparation (includes demolition, temporary fence and all work necessary to prepare site for construction)

1 LS \$ 39,046.00

4. CBS Structure (Includes all labor, equipment & materials for a complete product)

1 LS \$ 418,776.00

5. Site Improvements (includes finish grading, swales, sod, sidewalks, edge walls, concrete pads, pavement markings and ADA signage)

1 LS \$ 27,830.00

6. Allowance (only to be used with owner's written directive, Permit Fees to be paid for through allowance)

1 LS \$ 50,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 6 \$ 642,075.00

Six Hundred Forty Two Thousand Seventy Five Dollars & Zero Cents

(amount written in words)

PROPOSAL CONTINUES ON NEXT PAGE

ADD /ALTERNATE

1. DELETE Metal Shingle Roof, ADD Slate Roof

1 LS \$ 24,570.00

2. DELETE Vinyl Tile in Family Room, ADD Wood Flooring (includes slab block-out)

1 LS \$ 4,500.00

TOTAL OF ALL ADD/Alternate ITEMS 1 & 2 LISTED ABOVE:

Total of lump sum items 1 & 2 \$ 29,070.00

Twenty Nine Thousand Seventy Dollars & Zero Cents
(amount written in words)

NOTE: THE TOTAL OF BASE BID + ALTERNATES WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

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

E.L.C.I. CONSTRUCTION GROUP, INC.

ESTIMATE SUMMARY

PROJECT: SEXTON CEMETERY HOUSE
LOCATION:

BLDG AREA :
COST PER / SF : #DIV/0! #DIV/0!

7/16/2013
07:20:05 PM

DIVISION	SPEC NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	MATERIAL COST	UNIT PRICE	LABOR COST	UNIT PRICE	SUB CONTRACT	SUBCONTRACTOR	
DIVISION 1		GENERAL CONDITIONS	0	LS		24,500		60,100		0	N/A	
DIVISION 2		DEMOLITION	1	LS		0		0	\$6,150.00	6,150	E&E CONCRETE	
SITWORK		CONCRETE FLATWORK	1	LS		0		0	\$5,816.00	5,816	TOPPINO	
		SWALES	1	LS		0		0	\$5,377.00	5,377	TOPPINO	
			0	LS		0		0		0	N/A	
			0	LS		0		0		0	N/A	
			0	SF		0		0		0	N/A	
			0	SY		0		0		0	N/A	
			0	LS		0		0		0	N/A	
			0	LS		0		0		0	N/A	
			0	EA		0		0		0	N/A	
			0	LF		0		0		0	N/A	
			0	LS		0		0		0	N/A	
			0	SF		0		0		0	N/A	
DIVISION 3		CONCRETE SHELL	1	LS		0		0	\$101,800.00	101,800	E&E CONCRETE	
CONCRETE			0	LS		0		0		0	N/A	
			0	TN		0		0		0	N/A	
DIVISION 4		CAST STONE WINDOW SILL	1	LS	1,750	1,750		0		0	N/A	
MASONRY		MASONRY	0	LF		0		0		0	E&E CONCRETE	
DIVISION 5		STRUCTURAL STEEL	0	LS		0		0		0	E&E CONCRETE	
			0	LS		0		0		0	N/A	
			205	LF		0		0	\$0.00	0	N/A	
			0	LS		0		0		0	N/A	
DIVISION 6		PRE ENGINEERED TRUSSES	1	LS		0		0	\$2,900.00	2,900	MARTINEZ	
	CARPENTRY	FINISH CARPENTRY	1	LS		5,000		10,000			0	N/A
		PRE FAB COLUMNS	1	LS		0		2,620	2,620		0	N/A
		ROOF STRUCTURE	0	LS		0		0			0	N/A
		ROOF CARPENTRY	1	LS	6,000	6,000		0			0	ESTIMATED
	CASE WORK	1	LS		0		0	\$8,000.00	8,000	ESTIMATED		
DIVISION 7		ROOFING	1	LS		0		0	\$36,593.00	36,593	JOHN ROGERS	
	INSULATION	CAULKING	1	LS		0		0	\$750.00	750	ESTIMATED	
		INSULATION	0	LS		0		0		0	N/A	
			0	LS		0		0		0	N/A	
		0	SF		0		0		0	N/A		
DIVISION 8		INTERIOR STAIRS	1	LS		0		0	\$0.00	0	E&E CONCRETE	
	DOORS	DOOR PACKAGE	1	EA	6,000	6,000		0		0	ESTIMATED	
		HARDWARE	1	EA	2,100	2,100		0		0	ESTIMATED	
		WINDOWS	1	LS	9,143	9,143	4,200	4,200			0	N/A
		FINISH WOOD STAIRS	1	LS		0		0	\$3,000.00	3,000	ESTIMATED	
			0	LS		0		0		0	N/A	
			0	LS		0		0		0	N/A	
	0	LS		0		0		0	N/A			
DIVISION 9		PAINTING	1	LS		0		0		8,552	ESTIMATED	
	FINISHES	DRYWALL	133	SHEETS		0		0	\$100.00	13,300	ESTIMATED	
		STUCCO	0	LS		0		0		0	E&E CONCRETE	
		VINYL TILE	800	SF	3	2,400		0	\$3.50	2,800	ESTIMATED	
		MARBLE FLOORS	1	LS		0		0	\$1,500.00	1,500	ESTIMATED	
		MARBLE SILLS	20	EA		0		0	\$100.00	2,000	ESTIMATED	
			0	EA		0		0		0	N/A	
	0	SF		0		0	\$0.00	0	N/A			
DIVISION 10		BATH ACCESSORIES	1	LS		0	200	200		0	ESTIMATED	
	SPECIAL TIES		0	EA		0		0		0	N/A	
			0	LS		0		0		0	N/A	
			45	EA		0		0	\$0.00	0	N/A	
DIVISION 11			0	LS		0	0		0	N/A		
EQUIPMENT			0	LS		0	0		0	N/A		
DIVISION 14		Allowance	2	EA		0	0	\$0.00	50,000	N/A		
CONVEYING			0	LS		0	0		0	N/A		
DIVISION 15		PLUMBING	1	LS		0	0	\$20,000.00	20,000	ESTIMATED		
MECHANICAL		HVAC	1	LS		0	0	\$17,200.00	17,200	TEM		
			0	LS		0	0	0		0	N/A	
DIVISION 16		ELECTRICAL	1	LS		0	0	\$28,290.00	28,290	KRISTOF		
ELECTRICAL			0	LS		0	0	0		0	N/A	
SUB TOTALS :						56,893		77,128		314,028		
REMARKS :		TOTAL MATERIAL :				60,876						
ALT. 1-ADD SLATE ROOFING		\$24,570.00	TOTAL LABOR :				77,128					
ALT. 2- PINE FLOOR		\$4,500.00	LABOR BURDEN :				32.00%					
		TOTAL SUBCONTRACTS :				314,028				BID TOLD :		
		TOTAL COST :				470,712						
		OVERHEAD :				10.00%				47,871		
		PROFIT :				20.00%				104,877		
		PERFORMANCE BOND :				2.00%				12,815		
		TOTAL ESTIMATE :				\$642,075						

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:

To Be Determined

Name _____

Street _____

City _____

State _____

Zip _____

Name _____

Street _____

City _____

State _____

Zip _____

Name _____

Street _____

City _____

State _____

Zip _____

Name _____

Street _____

City _____

State _____

Zip _____

SURETY

Capitol Indemnity Corporation

whose address is

4610 University Ave, Suite 1400, Madison, WI 53705

Street

City

State

Zip

BIDDER

The name of the Bidder submitting this Proposal is

E.L.C.I. Construction Group, Inc.

doing business at

626 NE 124th Street, North Miami, FL 33161

Street

City

State

Zip

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

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

Fortuna M. Bichachi

Moises B. Bichachi

If Sole Proprietor or Partnership

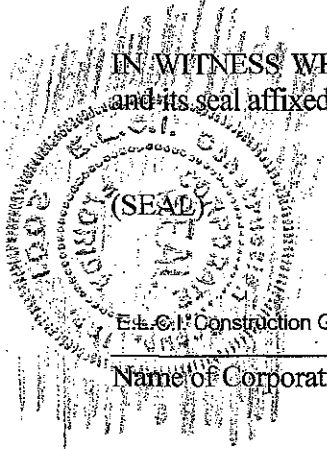
IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2013.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 3 day of July 2013.



E.L.C.I. Construction Group, Inc.

Name of Corporation

By [Signature]
Title President

Attest [Signature]
Secretary

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Amount

KNOW ALL MEN BY THESE PRESENTS, that E.L.C.I. CONSTRUCTION GROUP, INC.

hereinafter called the PRINCIPAL, and CAPITOL INDEMNITY CORPORATION

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

having its principal place of business at 4610 University Avenue, #1400, Madison, WI

in the State of WI

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

CITY OF KEY WEST, FLORIDA

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Amount

DOLLARS (\$ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

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

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

CEMETERY SEXTON'S HOUSE CE1002

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

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

Signed and sealed this 28th day of June, 2013.

PRINCIPAL

E.L.C.I. CONSTRUCTION GROUP, INC.

By

CAPITOL INDEMNITY CORPORATION
SURETY

By

Attorney-In-Fact - Charles J. Nielson

STATE OF Florida
COUNTY OF Miami-Dade

)
: SS
)

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60094092

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

DAVID R. HOOVER; CHARLES D. NIELSON; CHARLES J. NIELSON, JOSEPH P. NIELSON

its true and lawful Attorney(s) in fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEEDS20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 13th day of May, 2002.

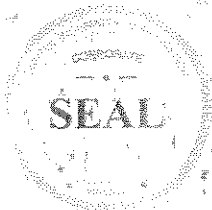
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s) in fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

David F. Pauly

David F. Pauly
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
SM Commission # Permanent

STATE OF WISCONSIN
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28th day of June, 2011.



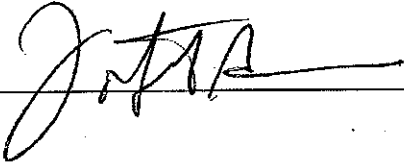
Alan S. Ogilvie

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, CALL 800-475-4450.

CI3045.117

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.

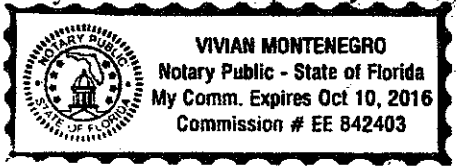
By: Fortuna M. Bichachi 

Sworn and subscribed before me this 3 day of July, 2013.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires:



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

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

1. This sworn statement is submitted with Bid or Proposal for Cemetery Sexton's House

2. This sworn statement is submitted by E.L.C.I. Construction Group, Inc.
(name of entity submitting sworn statement)

whose business address is 626 NE 124th Street, North Miami, FL, 33161

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1134265

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

3. My name is Fortuna M. Bichachi
(please print name of individual signing)

and my relationship to the entity named above is President

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

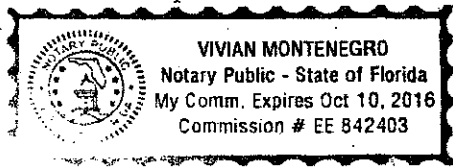
[Handwritten Signature]
(signature)
July 3, 2013
(date)

STATE OF Florida
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Fortuna M. Bichachi who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 3 day of July, 2013.

My commission expires:



Vivian Montenegro
NOTARY PUBLIC

INDEMNIFICATION

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

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

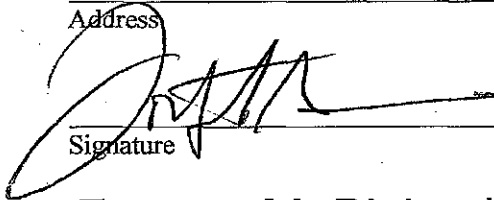
CONTRACTOR: E.L.C.I. COstruction Group, Inc.

SEAL:

626 NE 124th Street, North Miami, FL, 33161

Address

Signature



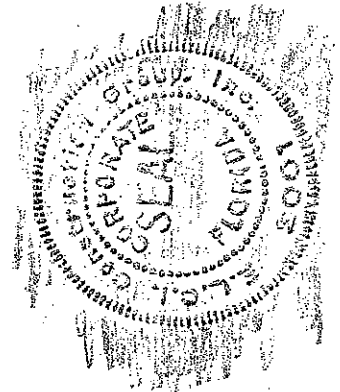
Fortuna M. Bichachi

Print Name

President

Title

DATE: July 3, 2013





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

ADDENDUM # 1
ITB #13-019
CEMETERY SEXTON'S HOUSE – CE #1002

June 28, 2013

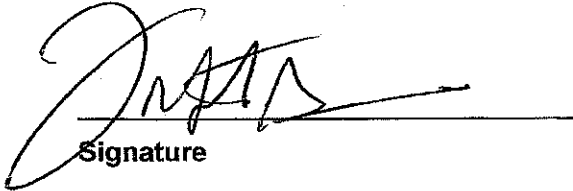
To All Bidders,

The following changes and additions are hereby made a part of Project number CE #1002, Cemetery Sexton's House, as fully and completely as if the same were fully set forth therein:

1. ~~Clarification: City Ordinance (Sec. 2-798) "Local Business Enterprise Preference" applies to this contract.~~
2. Clarification: Magnolia Street, adjacent to work site, may be used for parking and/or temporary staging of materials. Owner reserves the right of access from Margaret Street to the Cemetery via Magnolia Street.
3. Additional staging areas exist within the Cemetery. Please contact Russell Brittain, Sexton at 305-292-8177 for a site visit to view locations.
4. Instruction to Bidders is hereby revised as follows:
ARTICLE 17 "PERFORMANCE OF WORK BY CONTRACTOR" – Delete this article in its entirety.
5. The General Conditions are hereby revised as follows:
ARTICLE 9 "ENGINEER" Add the following:
Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the City of Key West or authorized representatives.
6. Please see attachment of other permitted parking areas and/or laydown areas. Note: The contractor may not use any area not noted on this attachment.
7. Sheet C1: Site Plan – detail marker located adjacent to Maintenance Storage to read 5/C1 not 4/C1.
8. Sheet S2 - Lintel Beam type LB-2 above Arched Transom over Entry Door - Supplemental Information: LB-2 may be formed with an integral 8" (nom) thick concrete arch bearing upon the CMU wall a minimum of 16" at each end. The arch shall extend from the closest CMU joint at or below the spring line up to the top of LB-2. Extend two fully grouted #4 vertical CMU reinforcement up into LB-2 on each side and provide two #4 bars diagonally on either side of the arch. The contractor is wholly responsible for forming the arch to meet the door fabricator's specifications for clearances.
9. Division 3: Concrete Spec - Color Additive for Front Porch - Supplemental Information: The concrete will be regular grey 3000 psi concrete; the finish will be an acid stain from Superstone's Cloristain. Color TBD, finish shall be horsehair (light broom).

10. Division 3: Concrete Spec - Rusting Reinforcing Steel: - Supplemental Information: Fox Industries FX-406 is an acceptable product.

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



Signature

E.L.C.I. CONSTRUCTION GROUP, INC

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 893-3867

**ADDENDUM # 2
ITB #13-019
CEMETERY SEXTON'S HOUSE – CE #1002**

July 8, 2013

To All Bidders,

The following changes and additions are hereby made a part of Project number CE #1002, Cemetery Sexton's House, as fully and completely as if the same were fully set forth therein:

1. Bid date has been extended to July 17, 2013 at 3:30pm in the City Clerk's Office.
2. Addendum #1: Delete item #6.
3. Specification Division 2C Site Improvements: Delete item c. "New Entrance Gates" in its entirety.
4. Sheet C1: Where new metal fencing is shown on plan, modify and re-use existing fence panels.
5. Sheet E2: Fixture C is 5" dia, not 6" dia. Same fixture otherwise
6. Sheet E2: The fixtures in the Storeroom and interior Bathroom should be "E", not "D".
7. Sheet E2: All ceiling fans should be marked "N", not "G". The fans will be 52" Hunter Classic fans, model 23855 with walnut blades and canopy for 8' ceiling

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



Signature

E.L.C.I. CONSTRUCTION GROUP, INC.
Name of Business

Current Projects

Department of the Army W912PX-12-C-0004

JIATF Interior Build Out, SCIF, Bldg. 289

Contract Amount \$1,711,678.00

Sharon Keenan 305-293-5689

NAS Key West, FL

VOA

Michael Gove 407-541-0239

Department of the Navy N69450-12-M-4334

FY12 – Paint Various Buildings NAS Key West

Contract Amount \$253,418.00

Renee Mims 305-293-2357

NAS Key West, FL

NAVFAC

2070 Lincoln Avenue

Remodel of apartments for Opa Locka Community Development Corp.

Stephanie Williams 305-687-3545

Opa Locka, FL

Contract Amount \$1,422,622.00

Design2Form

Zamarr Brown 305-308-6303

15050 Duval Street

Remodel of apartments for Opa Locka Community Development Corp.

Contract Amount \$1,658,767.00

Stephanie Williams 305-687-3545

Opa Locka, FL

Design2Form

Zamarr Brown 305-308-6303

Projects Completed

Department of the Navy N69450-12-C-4330

Mooring Eyes – Aircraft Tie Downs

Contract Amount \$178,102.00

2013

Ileana Wolski 305-293-2359

NAS Key West, FL

NAVFAC

A Woman-Owned 8(a) Certified
& HubZone Certified Company



Construction Group, Inc.

2060 Lincoln Avenue

Remodel of apartments for Opa Locka Community Development Corp.

Contract Amount \$423,592.00

Stephanie Williams 305-687-3545

2013

Opa Locka, FL

Design2Form

Zamarr Brown 305-308-6303

Department of the Navy N69450-12-M-4317

F-5 Simulator Trainer Facility

Contract Amount \$145,911.00

2012

Ileana Wolski 305-293-2359

NAS Key West, FL

NAVFAC

Tesla Motors on Lincoln Road

Interior Buildout

Cristina Moinelo 305-494-0944

Miami Beach, FL

Contract Amount \$430,052.00

Department of Interior P11PC50975

Biscayne National Park Dive Locker Rehab

William Leady 305-242-7792

Homestead, FL

Contract Amount \$123,134.71

U.S. Coast Guard CEU HSCG82-12-C-PMV008

Hillsboro Lighthouse Repairs

Ada Hoggard 305-278-6724

Pompano, FL

Contract Amount \$236,000.00

Miami-Dade County GSA

Carol Donaldson Daycare Playground

Bann Williams 305-375-4052

Miami, FL

Contract Amount \$91,000.00

A Woman-Owned 8(a) Certified
& HubZone Certified Company



Department of the Air Force FA6648-11-C-0012
Homestead Air Reserve Base Small Arms Training Range Cleaning
Marquita Moore 786-415-7472
Homestead, FL
2012
Contract Amount \$16,900.00

Department of the Air Force FA6648-11-C-0012
Homestead Air Reserve Base Roof Repairs, Parapet, and Coping B178,B187, B360
Raquel Mingo 786-415-7403
Homestead, FL
2012
Contract Amount \$198,707.00

US Southern Command W91QEX-11-P-0093
Installation of Glass Partitions
Michael Son 305-437-1842
Doral, FL
2011
Contract Amount \$11,830.58

Department of Labor DOL1096300225
Miami Job Corps Center Solar Water Heating in Dormitories - Design/Build
Maria Pizarro 202-693-4578
Miami, FL
2011
Contract Amount \$283,278.05

Miami-Dade Housing Authority
Gwen Cherry 6 & 7 UFAS Renovation to units
POC: Jorge Zaldivar 786-469-4129
Miami, FL
2011
Contract Amount \$112,000.00

Joint Interagency Task Force South W912PX-10-C-0010
Interior Remodel at JIATFS Building
Renee Mims 305-293-5846
NAS Key West, FL
2011
Contract Amount \$215,069.44



Construction Group, Inc.

A Woman-Owned 8(a) Certified
& HubZone Certified Company
University of North Florida - Litecrete Inc.

Science Building Roof
Lina Valdez 305-500-9373
Jacksonville, FL
2011
Contract Amount \$60,000.00

Marlins Stadium - Roberts Roofing
Marlins Stadium Sub Roof Installation
Bernardo Duran 305-885-5525
Miami, FL
2011
Contract Amount \$250,000.00

General Service Administration GS-04P-10-LC-P-0029
ADA Push Buttons at USCIS Miami District Office
Kevin Pryer 305-536-5751
Miami, FL
2011
Contract Amount \$10,800.00

Midtown Showroom Design/Build
Interior Build Out for Showroom
POC: Marcos Mizrahi - Architect 305-527-3220
Miami, FL
2010
Contract Amount \$730,000.00

Miami-Dade Housing Authority
Jolivette UFAS Renovation to units
POC: Jorge Zaldivar 786-469-4129
Miami, FL
2010
Contract Amount \$187,000.00

National Parks Service C5240100014
Resurfacing of unimproved roads for Congaree National Park
POC: Laurie Chestnut 404-507-5745
Hopkins, SC
2010
Contract Amount \$144,000

A Woman-Owned 8(a) Certified
& HubZone Certified Company



Department of Labor E-418-2
Miami Job Corps Center Water Conservation
POC: Isabel Camacho 305-620-3124
Miami, FL
2010
Contract Amount \$37,857.00

Department of Labor E-418-6
Miami Job Corps Center Window Replacement
POC: Isabel Camacho 305-620-3124
Miami, FL
2010
Contract Amount \$17,891.00

Federal Aviation Administration DTAFASO-10-P-000488
Fence Installation at EYWE BLDG, Stock Island, FL
POC: Miguel Iglesias 305-716-1773
Stock Island, FL
2010
Contract Amount \$6,427.00

Federal Aviation Administration DTFASO-10-R-00108
Construction of Access Roads/Parking area for the ILS Opa Locka, FL
POC: Miguel Iglesias 305-716-1773
Opa Locka, FL
2010
Contract Amount \$19,700.00

National Parks Service C52501000020
Solar Project to replace generators at Ranger Station Island, Adams Key, FL
POC: Ken Ginger 786-335-3638
Adams Key, FL
2010
Contract Amount \$409,823.00

National Parks Service P5250100031
Biscayne National Park Generator
POC: Ken Ginger 786-335-3638
Homestead, FL
2010
Contract Amount \$70,750.00

A Woman-Owned 8(a) Certified
& HubZone Certified Company



Construction Group, Inc.

Naranja Lakes LLC.

Community Center for Mandarin Lakes CRA

POC: Hal Johnson 786-229-4387

Naranja, FL

2009

Contract Amount \$1,500,000.00

Miami-Dade County Public Housing Authority 146090-2010-#12

Job Order Contract for Misc. Repairs for HUD units

POC: Jorge Zaldiva 786-469-4129

Miami, FL

2009

Contract #1 Amount \$90,000.00

Contract #2 Amount \$42,950.00

Baker Concrete Construction

Miami Intermodal Center Misc. Flatwork

POC: Tony Cotter 305-884-7793

Miami, FL

2009

Contract Amount \$453,000.00

Litecrete Inc.

Riverwood Condominium Association Roof Repair

POC: Lina Valdez 305-500-9373

Miami, FL

2008

Contract Amount \$900,000.00

Miami-Dade Seaport

New Sidewalks at the Port of Miami

POC: Lokhman Kamaruddin 305-812-2666

Miami, FL

2008

Contract Amount \$135,000.00

Miami-Dade Aviation Department

MIA Heliport Roof Resurfacing

POC: Darryl Palmer 305-876-7565

Miami, FL

2007

Contract Amount \$686,000.00

A Woman-Owned 8(a) Certified
& HubZone Certified Company



Construction Group, Inc.

Hensel Phelps

Miami International Airport Concourse J Misc. Masonry Work

POC: Brian Davis 305-871-6169

Miami, FL

2007

Contract Amount \$1,400,000.00