

COPY

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

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: Key West City Hall at Glynn Archer, Phase 1 - Selective Demolition
Project: ITB # 14-007

BIDDER'S INFORMATION

Company Name: ABC Construction, Inc
Address: 4215 NW 7th STREET
Miami, FL 33126
Contact Name: Jorge Gonzalez
Email: Jgonzalez@abcconstruction.cc
Telephone: 305-663-0322
Fax: 305-267-2403

Signature:  Date: 01/22/14

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the

quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within NINETY (90) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1 (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

LUMP SUM BASE BID

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

REVISED BID FORM per ADDENDUM #1

ITB #14-007

Base Bid Lump Sum Price* \$ 619,000.00 B1

Base Bid Total in Words:

Six hundred nineteen thousand

2⁰⁰/XX-

U.S. Dollars

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

Add Alternate #1: Provide and install 6' high

opaque windscreen on fencing all around site

\$ 1,500.00 A1

Unforeseen Conditions Allowance

\$ 50,000.00 C1

Award Total

\$ 670,500.00 T

To be completed by Owner upon award. Base bid + Unforeseen Conditions Allowance

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.

KEY WEST CITY HALL - SELECTIVE DEMOLITION
 APPLICATION NO: Z00051-PG
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)							
0001	General Conditions	\$ 20,000.00					\$ -	0.00%	\$ 20,000.00	\$ -
0002	Performance and Payment Bond	\$ 10,000.00					\$ -	0.00%	\$ 10,000.00	\$ -
0003	Demolition	\$ 463,000.00					\$ -	0.00%	\$ 463,000.00	\$ -
0004	Asbestos Abatement	\$ 110,000.00					\$ -	0.00%	\$ 110,000.00	\$ -
0005	Fencing	\$ 6,000.00					\$ -	0.00%	\$ 6,000.00	\$ -
0006	Electrical	\$ 10,000.00					\$ -	0.00%	\$ 10,000.00	\$ -
TOTAL BASE BID		\$ 619,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 619,000.00	\$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

BID BREAKDOWN

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

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

SUBCONTRACTORS

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

Portion of Work: Electrical Demo

Name: Nearshore Electric, Inc

Address: 5680 1ST Avenue #5 Stock Island, FL 33040

Portion of Work: Asbestos Remove

Name: Environmental Mitigation Services, Inc

Address: 3151 W ATLANTIC Blvd Pompano Beach, FL 33061

Portion of Work: Demol

Name: Florida Demolition

Address: 245 SE 1st St. Suite #324 Miami, FL 33138

BIDDER

The name of the Bidder submitting this Bid is: ABC Construction, Inc

Doing business at 7215 NW 7th STREET

City Miami State FL Zip 33126

Telephone No. 305-669-0322

Email Address Jgonzalez@abcconstruction.cc

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

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

Name	Title
<u>Forge Gourales</u>	<u>President</u>
<u>/</u>	<u>/</u>
_____	_____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22nd day of January, 2014

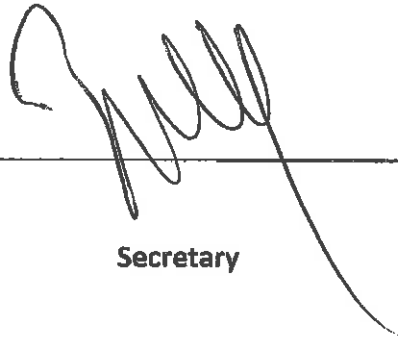
(SEAL)

Name of Corporation ABC Construction, Inc

By: [Signature]

Title: President

Attest: _____



Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

N/A.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that

ABC Construction, Inc., hereinafter called the PRINCIPAL, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of MI having its principal place of business at One Towne Square, Suite 1470, Southfield in the State of MI and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of Five Percent of Amount Bid DOLLARS (\$ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

Key West City Hall @ Glynn Archer Phase 1 said Bid, by reference thereto, being hereby made a part hereof.

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

Key West City Hall @ Glynn Archer Phase 1

14-007

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 22nd day of, January, 2014.

ABC Construction, Inc.

PRINCIPAL

By

The Guarantee Company of North America USA

SURETY


Attorney-In-Fact Charles D. Nielson



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

***Charles J. Nielson, Charles D. Nielson, Joseph P. Nielson, David R. Hoover
Nielson and Company, Inc. ~ Miami Lakes***

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 10th day of November, 2009.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 10th day of November, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22nd day of January, 2014



Randall Musselman, Secretary

SWORN STATEMENT UNDER SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Bid or Contract No.

ITA #14-007 for
Key West City Hall at Glynn Archer - Phase I
Selective Demolition

2. This sworn statement is submitted by

Abe Construction, Inc
(Name of entity submitting sworn statement)

whose business address is

7015 NW 7th STREET
Miami, FL 33126

and (if applicable) its
Federal Employer Identification Number (FEIN) is 65-0234721. (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement.)

3. My name is Jorge Gonzalez and my relationship to
(Please print name of individual signing)

the entity named above is

President

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of

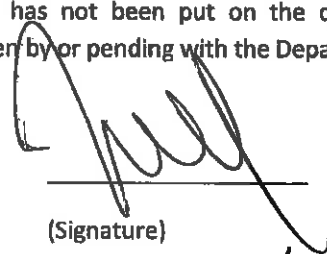
the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

___The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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



(Signature)
01/22/14

(Date)

STATE OF Florida

COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jorge Gonzalez who, after first being sworn by me, affixed his her signature
in the

(Name of individual signing)

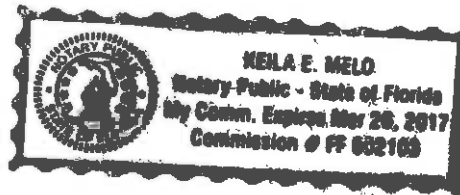
space provided above on this 22nd day of January, 2014.

My commission expires:

MARCH 26, 2017 *Keila E. Melo*

NOTARY PUBLIC

Keila E. Melo



ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

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

By: [Signature]

Sworn and subscribed before me this

22nd day of January, 2014

Keila E. Melo
NOTARY PUBLIC, State of Florida, at Large



My Commission Expires: March 26, 2017

Insurance

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$3,000,000	Occurrence/Aggregate

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

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

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

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

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice

endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

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

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: ABC Construction, Inc

SEAL:

7215 NW 7th STREET Miami, FL 33126

Address

Signature

Jose Gourales.

Print Name

President

Title

DATE:

01/22/2014

MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

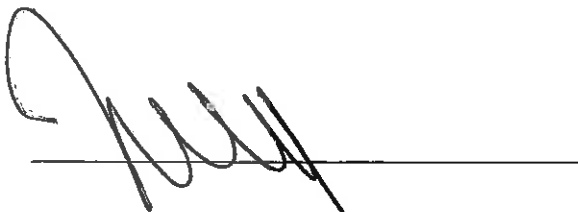
CERTIFICATION

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>slope</u>	<u>FT</u>	<u>50</u>	<u>10'</u>	<u>500.-</u>
B. _____	_____	_____	_____	_____



Signature

January 22, 2014

Date

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

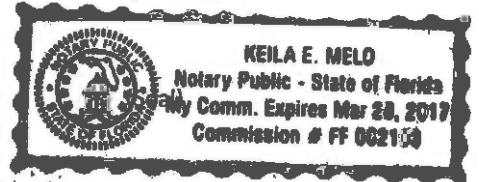
Jorge Gonzalez, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 22nd day of January, 2014.

Keila E. Melo

Notary Public

MY COMMISSION EXPIRES: March 20, 2017



BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Bid Form filled in, using black ink. [✓]
3. Total and unit prices added correctly. [✓]
4. Addenda acknowledged. [✓]
5. Mandatory Site Visit Attended. [✓]
6. Subcontractors are named as indicated in the Proposal. [✓]
7. Experience record included. [✓]
8. Bid signed by authorized officer. [✓]
9. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
10. Key West Indemnification Form signed by authorized officer. [✓]
11. Bidder familiar with federal, state, and local laws, ordinances, rules and

- regulations affecting performance of the work. [✓]
12. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [✓]
13. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, two (2) copies and two (2) USB drives containing a single complete PDF file. [✓]
14. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]
15. Schedule of Values. [✓]
16. Bidder must provide satisfactory documentation of State Licenses [✓]
17. Anti-Kickback Affidavit. [✓]
18. Cone of Silence Affidavit. [✓]
19. Public Entity Crimes. [✓]
20. Local Vendor Certification. [✓]
21. Florida Trench Safety Form signed by authorized officer. [✓]
22. Non-Collusion Declaration and Compliance. [✓]
23. Declaration of Compliance 2-799 Equal Benefits for Domestic Partners [✓]

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

ITEM/SEGMENT NO.: _____

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

BID LETTING OF: _____, _____

I, Jorge Gonzalez
hereby

declare that I am ^(NAME) President of ABE Construction, Inc
^(TITLE) Miami ^(FIRM) Florida
of _____
(CITY AND STATE)

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently , without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or a agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

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

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

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

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

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

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

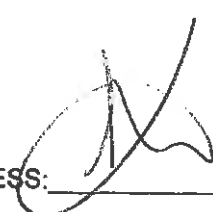
EXCEPTIONS: *None*

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

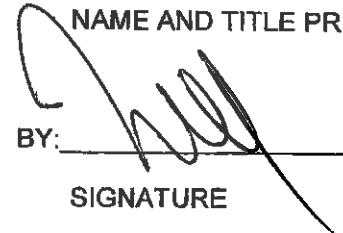
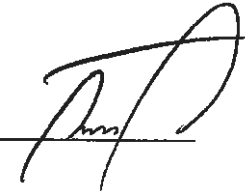
Providing false information may result in criminal prosecution and/or administrative sanctions.)

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

CONTRACTOR: (Seal)

BY: Jorge Gonzalez-President WITNESS: 

NAME AND TITLE PRINTED

BY:  WITNESS: 

SIGNATURE

Executed on this 22nd day of January, 2014

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT

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

N/A

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

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

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

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Return Completed form with

Print, Type or Stamp Name of Notary

Supporting documents to:

City of Key West Purchasing

Title or Rank

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

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

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor,

professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

- (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's

employee benefits plan, to the city's procurement director prior to entering into such covered contract.

- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
 - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

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

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

- a. The covered contract is necessary to respond to an emergency.**
- b. Where only one bid response is received.**
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.**

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of APB Construction Co 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: _____
[Handwritten Signature]

Sworn and subscribed before me this

22nd day of January, 2014

Keila E. Melo
[Handwritten Signature]

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: March 26, 2017

ORDINANCE NO. 13-11

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES ENTITLED "ADMINISTRATION" BY ADDING SECTIONS 2-773, "CONE OF SILENCE" TO PROVIDE FOR LIMITATIONS AND PROCEDURES REGARDING COMMUNICATIONS CONCERNING CITY ISSUED COMPETITIVE SOLICITATIONS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West finds that that transparency, fairness and integrity in the competitive solicitation process is best served by limiting potential bidders, proposers or service providers from communicating with City officials, employees or selection committee members; and

WHEREAS, an amendment to add 'cone of silence' provisions to the Code of Ordinances will promote the welfare of the citizens and visitors of the City of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That Section 2-773 of the Code of Ordinances is hereby added as follows*:

Sec. 2-773. Cone of silence.

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) Competitive Solicitation means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) Evaluation or Selection Committee means a group of persons appointed or designated by the City to evaluate, rank, select,

*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.

A Code of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore;
and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publically noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the

Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance 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.

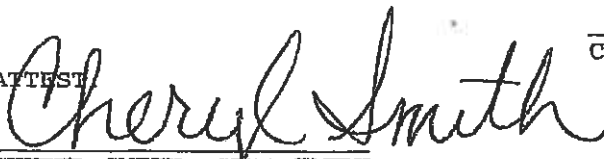
Read and passed on first reading at a regular meeting held this day of June 4, 2013.

Read and passed on final reading at a regular meeting held this day of June 18, 2013.

Authenticated by the presiding officer and Clerk of the Commission on 19 day of June, 2013.

Filed with the Clerk June 19, 2013.

ATTEST


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

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

Sworn and subscribed before me this

22nd day of January, 2014
Keilah E. Melo
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: MARCH 26, 2017



Sec. 2-773. Cone of Silence

(a) **Definitions.** For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) **Prohibited Communications:** A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each

Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

PART 3 - CONTRACT FORMS

We will Submit
these Forms if
Contract is
Awarded to us.



Notice of Award

Date

Company

Attention:

Address

City, State, Zip

Project: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition

Dear:

At a meeting of the Key West City Commission held on _____, 20__ your firm, _____ was awarded the contract for **Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition** for a total contract amount of \$_____.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable. Please provide Performance and Payment Bonds in an amount equal to 100% of the contract value. Builders Risk is also required as part of this contract. The attached Performance and Payment Bonds boiler plates may be used or the Contractor may submit their own equivalent bond forms.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3943.

Sincerely,

Michael Vieux

Senior Construction Manager

SAMPLE CONTRACT

This Contract, made and entered into this _____ day of _____ 20__, by and between the CITY, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the PROJECT: **Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition**, to the extent of the BID made by the Contractor, dated this _____ day of _____ 20__, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of _____ are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified in the Contract, and to

accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

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

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of twenty-five hundred dollars (\$2,500) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 20__.

Attest:

By:

Cheryl Smith, City Clerk

Bogdan Vitas, Jr., City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

PERFORMANCE BOND

BOND NO.

AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,

_____ with offices at _____

hereinafter called the CONTRACTOR (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20___, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

PAYMENT BOND

BOND NO.

AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for _____ attached hereto, with the CITY, dated _____, 20_____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if

any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

NOTICE TO PROCEED

Date

Company

Attention:

Address

City, State, Zip

Project: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition

You are hereby notified to commence work on _____, 20__ in accordance with the Contract made with the City of Key West on the _____ day of _____ 20__. The work shall be completed within _____ days (_____) from the above date.

Sincerely,

Michael Vieux

Senior Construction Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the _____ day of _____, 20__.

CONTRACTOR: _____

By: _____

Title: _____ Date: _____

Please return one (1) copy of this notice to:

Michael Vieux, Senior Construction Manager

City of Key West-Engineering

3140 Flagler Ave

Key West, FL 33040

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PART 4 - CONDITIONS OF BID

CONDITIONS OF BID
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Response Form is to be used, other forms may be rejected.
- b. All information required by the Bid form shall be furnished. The BIDDER shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- c. Bid delivery time must be shown and shall include Sundays and holidays.
- d. BIDDER shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- e. All Bids shall be submitted in original plus one copy and 2 flash drives containing the complete Bid in PDF format.
- f. BIDDERS are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

- a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the BIDDER, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- b. Bids must be submitted on the form furnished. Telecopy Bids will not be considered.
- c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
- d. Bid prices must remain in effect for ordering up to three (3) months from Bid opening date.

4. REJECTION OF BIDS:

- a. The CITY OF KEY WEST may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary, (6) if such rejection is in the best interest of the CITY, or (7) if, in the opinion of the CITY, any or all of the submitted and/or verified qualifications fail to meet the standards set forth in these ITB documents, taken as a whole. The CITY may also waive any minor informalities or irregularities in any Bid.

5. WITHDRAWAL OF BIDS:

- a. Bids may not be withdrawn after the time set for the Bid opening for a period of time as specified in the Instruction to BIDDERS.
- b. Bids may be withdrawn prior to the time set for Bids opening. Such request must be in writing addressed to the City Clerk.

6. LATE BIDS OR MODIFICATION:

- a. Bids and modifications received after the time set for the Bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the Bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. BIDDERS shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:
 - 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 - 2. Minority Business Enterprises (MBE), as applicable to this contract.
 - 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

- a. The BIDDER by affixing his/her signature to this Invitation to Bid, agrees to the following: "BIDDER certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

9. VARIANCE IN CONDITIONS:

- a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

10. APPROPRIATIONS CLAUSE:

- a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

- a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, he/she may submit to the Finance Director on or before ten calendar (10) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the Bid, if made, will be made only by Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract.

12. DISCOUNTS:

- a. BIDDERS may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for Bid evaluation proposed. BIDDERS are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

- a. The contract will be awarded to the lowest responsive and responsible BIDDER whose Base Bid, conforming to the Request for Bid, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the BIDDER qualifies his/her Bid by specified limitations as provided in 4 (4).
- c. If two (2) or more Bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful BIDDER shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

- a. Pursuant to City Code Section 2-798 the City of Key West policy of local preference is applied to Bids submitted by qualified local businesses.

15. DAMAGE:

- a. Successful BIDDER(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers, employees, and authorized persons) will be followed. (Not applicable to Lump Sum Bids)

17. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company, having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

ADDENDUM NO. 1
ITB – 14-007

To All Bidders:

The following change is hereby made a part of ITB – 14-007 – New City Hall Phase One – Selective Demolition, as fully and as completely as if the same were fully set forth therein:

January 15, 2014

To all general contract bidders and plan holders of record for the Work titled: **KEY WEST CITY HALL AT GLYNN ARCHER PHASE ONE – SELECTIVE DEMOLITION, 1302 WHITE STREET, KEY WEST, FLORIDA**

The proposed Contract documents for the subject project have been modified or clarified as follows:

ITEM #1:

Pre- bid conference:

A mandatory pre-bid conference for the above referenced project was held on Tuesday, January 7, 2014 at the project site. The following were in attendance:

Company	Representative	Telephone	e-mail address
Bender & Associates Archit	Bert Bender	305-296-1347	blbender@bellsouth.net
Bender & Associates Archit	David Salay	305-296-1347	blbender@bellsouth.net
Bender & Associates Archit	Emily Schulte	305-296-1347	blbender@bellsouth.net
Complete Property Services	George White	813-997-3948	gwhite@completeproperty.com
Nearshore Electric	Dwight Devore	305-942-4446	dwrightnearshore@bellsouth.net
DN Higgins	John Creswell	772-215-0156	jcreswell@mckennacontracting.com
Nearshore Electric	Jeff Kirk	305-294-3991	nearshore@bellsouth.net
DNHI	Paul Waters	305-797-1019	dnhigginskeywest@aol.com
CT&S	Andrew Toppino	305-797-5839	ajtoppino@gmail.com
Key Iron Works	Otis May	305-294-0277	omay@kiw-keywest.com
Cross Environmental	James Smith	813-714-5045	jsmith@crossenv.com
Cross Environmental	Al Bistow	813-783-1688	cab@crossenv.com
Paragon Construction	Ray Gamez	305-216-4184	paragon@bellsouth.net
ABC Construction	Pablo Arcia	305-663-0322	kmelo@abccconstruction.cc
		Fax 305-267-2403	
ABC Construction	Bobby Arena	305-663-0322	kmelo@abccconstruction.cc
ADS Services, Inc.	Greg Godec	813-465-8006	gregorygodec@msn.com
Grader Mike LLC	Dave Kechoff	305-797-3235	gradermike1@yahoo.com
Charley Toppino	Paul Toppino	305-797-1000	paul@toppino.com
D.L. Porter	Gene Lenhart	813-477-2736	gcl608@aol.com
D.L. Porter	Robert Blanchard	941-929-9400	mwhite@dlporter.com

Company	Representative	Telephone	e-mail address
EE&G	Richard Grupenhoff	305-970-8609	rgrupenhoff@eeandg.com
TEM Environmental	Tom McKechnie	305-984-2683	temenvironmental@yahoo.com
P.B. Builders	Tom Moore & Steve Fulcher	305-414-8944	tm07846@aol.com
Toppino's	Richard Toppino	305-797-1002	richardjtoppino@aol.com
Lower Keys Plumbing	Barry Barroso	305-304-1367	barry@clkp.com
Mike Vieux	City of Key West	913-522-9551	mviewx@keywestcity.com

Copies of the actual sign in sheet are on file with the Owner and the Architect and attached to this Addendum.

The project scope was outlined and bidders toured the site. This Addendum addresses general issues raised at the meeting as well as written questions received through January 12, 2014

ITEM #2:

Abatement Issues:

- A. All flooring materials applied over the original tongue & groove wood will be removed. Flooring materials requiring abatement are listed in the EE&G report contained in the Documents.
- B. A list of recyclable hazardous materials is included in the document package for this work.
- C. The minimal amount of lead paint is identified in the documents and shall be disposed of in accordance with federal, state and local regulations.
- D. Indoor air quality (mold) amounts were found to be negligible. See the EE&G report included with the bid documents.
- E. A separate third party HAZMAT consultant will not need to be employed by the Contractor. EE&G has been retained by the City through the Architect's contract and will perform those functions.
- F. Contractors should use caution when removing seats in the auditorium, due to flooring material under the seats which requires abatement.
- G. Building 'B' has ACM flashing on the upper parapet, but this work will be addressed during Phase 2. There is minor roof curb flashing ACM around the clerestory base of Building 'C', which requires abatement.

ITEM #3:

LEED Documentation and Sustainability Issues:

- A. This project is registered with the USGBC (United States Green Building Council) for certification under the LEED (Leadership in Energy & Environmental Design) program. This project has a minimum requirement of silver certification with a goal of attaining gold certification. For purposes of evaluating bid proposals to determine the lowest responsive bidder, include an outline of your proposed recycling/reuse plan. This recycling/reuse plan will be considered to be a part of the total bid package.
- B. Waste diversion from landfill:

This project has a minimum requirement for waste diversion from landfills of 75% with a goal of 95% diversion. Documentation for LEED purposes is required. The design team has determined that reporting by weight is preferable to reporting by volume.

Below is quick and preliminary list of items which we might expect to be hauled off-site and their potential disposition:

DIVERTED:

1. Vegetation and Excavated Soil (excluded from calculations)
2. ACM's and LCM's (excluded from calculations)
3. Crushed concrete sidewalks and curbs
4. Crushed asphalt pavement
5. Concrete (crushed + truck washout)
6. Cement Block
7. Metals
8. Reclaimed/Clean Lumber
9. Windows and Window Glazing
10. Doors and Door Glazing
11. Mechanical and Electrical equipment
12. Historic Chairs
13. Misc. Items (Insulation, PVC pipe, plastic wrap, bags, bottles, aluminum cans and packaging)
14. Cardboard, paper and newsprint

LANDFILL:

15. Acoustical Ceiling Panels (specific measures are needed to ensure viability, otherwise most likely sent to a landfill)
16. Gypsum Wallboard (specific measures are needed to ensure viability, otherwise most likely sent to a landfill)
17. Carpet (specific measures are needed to ensure viability, otherwise can end up in landfill)
18. Roofing
19. All other Non-recyclable construction waste

Based on those materials, one can argue that WEIGHT will result in a better diversion rate for this project, because the weight of diverted materials 3 thru 14 will far exceed that of materials 15 thru 19.

Include a similar analysis in your recycling/reuse plan. Also address materials which could be reused on site, such as grinding asphalt on site for fill under proposed parking areas.

- C. Waste Management has a recycling program on Rockland Key. In accordance with the requirements of the contract documents the Contractor must document for LEED submission, the tonnage of recycled material. However, the Contractor is free to use any waste coordinator of his choosing. It is the Contractor's responsibility to coordinate, document, and file all LEED on-line forms associated with waste diversion for this project.

- D. Materials scheduled for reuse include the auditorium seats and wood flooring removed from designated locations.

The Contractor will be responsible for removing the 524 auditorium seats, and moving them to the Owner's designated storage facility at a City-owned building, located at Truman Waterfront, at the end of Southard Street in Key West, Florida (next to the US Coast Guard Cutter Ingham Maritime Museum). Seating is to be stored in an orderly manner, to enable examination by the Architect, Owner and prospective buyers. Cover with 6 mil polyethylene sheeting. One hundred of those seats will be retained for the Owner's use at Glynn Archer. The remaining will be offered to the public. Coordinate as required.

Wood flooring designated for salvage will be removed in full sections and stored on site as shown on the Drawings.

All other salvage material, lumber, copper pipe, plumbing fixtures, etc., will become the property of the Contractor for disposal. All proceeds from the distribution of that material will accrue to the Contractor.

ITEM #4:

Existing Condition Clarifications:

- A. The existing live load capacities are 100 PSF at corridors and 75 PSF at classrooms and other locations.
- B. The concrete floor at Building 'C', which is to be demolished entirely, was investigated. A hole was drilled through the floor and found a 6" concrete slab on hard compacted fill. No wall vents were found below the finish floor.
- C. The interior side of the exterior walls will have lead paint abated as may be required by the EE&G report. No other work is required.
- D. All of the interior bearing walls will have lath and plaster removed from both faces leaving the rough framing exposed.
- E. After the finishes are removed from the second floor exterior frame wall on the west side of Building 'A', install diagonal bracing at ¼ points along the length of the wall. Demolished interior framing should be used for these braces.
- F. All floor finishes that are applied over the original wood floors shall be removed and abated in accordance with the EE&G report. Except for specific areas designated for removal, the original T&G will remain. No other work will be required. This wood will be removed for salvage during Phase Two.
- G. Under this contract, all existing rough and finish electrical, plumbing and HVAC in 'A' & 'B' Buildings will be removed, i.e., wiring, panels, fixtures, outlets, switches, water & sewer lines, etc. These items will become the Contractor's property for disposal under the terms of the contract Documents. All proceeds from the disposal of said items will accrue to the Contractor.

ITEM #5:**Utilities**

- A. The Owner will pay all utility bills for temporary electric, water and sewer.
- B. The Contractor is required to install temporary electric service, including setting a temporary pole. The temporary power will remain at the conclusion of this phase for use by the Phase Two Contractor. Coordinate power requirements with Keys Energy Services and the Owner's representative, Mike Vieux. Assume a 200 amp minimum service.

ITEM #6:**Increased Scope Items**

Add the following items to the demolition scope.

- A. Walk-in freezer demolition is included in this scope.
- B. Remove the entire ceiling at the front porch on the east, White Street side, to facilitate inspection by the Architect and Engineer.
- C. A number of furniture items remain in the building. The Contractor will be responsible for disposal of these items. These items will need to be documented for LEED purposes. The Contractor may dispose of them in accordance with the contract documents and may retain any financial or tax benefit from said disposal. A list of items is attached to this Addendum, but said list is not to be considered as "all inclusive".
- D. Provide an additive alternate price to install an opaque windscreen on all chain link fencing to serve as a visual barrier. If accepted, the screen will remain in place throughout the Phase Two construction. New bid form is attached.

ITEM #7:**Miscellaneous Issues**

- A. Refer any complaints from the public to the Owner's representative, Mike Vieux, or the Architect. The Contractor is not obligated to deal with public relations issues.
- B. The City will remove the covered aluminum shelter in the playground area prior to the start of construction. Any associated work on the superstructure is not in this contract. Removal of the concrete slab and any foundations is a part of this contract.
- C. The existing gymnasium building that houses the Boys and Girls Club is not a part of this project. The City will confirm that that Building is on a separate meter, and if required, the City will coordinate installation of a new service.
- D. The fence shown for installation around the gymnasium contains a gate to the City Hall site on the north side of the Gymnasium. Change this single gate to a double gate.

END OF ADDENDUM

Attachments:

Sign-In Sheets (2 pages)

List of Furniture Items for Removal

Bid Form with Alternate

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

Name of Business

KEY WEST CITY HALL AT GLYNN ARCHER
 SELECTIVE DEMOLITION
 PRE-BID MEETING
 January 7, 2014 11 AM

COMPANY	REPRESENTATIVE	PHONE/CELL	E-MAIL
BENDER + ASSOC ARCHITECTS	BERT BENDER	305 296 1347	BLBENDER@BELLSOUTH.NET
	DAVID SALAZAR		
	EMILY SCHULTE		
Complete Property Services	Genevieve WHITE	813 997 3948	gwhite@completeproperty.com
Nearshore Electric	Dwight Devore	305-942-4446	dwrightnearshore@bellsouth.net
DW HIGGINS	John Creswell	772-215-0156	jcreswell@dwhigginconstruction.com
Nearshore Electric	Jeff Kirk	305-244-3991	Nearshore R Bellsouth.net
DNHI	Paul Waters	305-797-1019	john.girnskey@dnhi.com
CT + S	Andrew Toppino	305-797-5839	AJTOPPINO@GMAIL.COM
KEY ROAD WORKS	OTIS MAY	305 294-0277	OTIS@KEYWEST.COM
Cross Environmental	JAMES SMITH	813-714-5045	jsmith@crossenv.com
Cross Environmental	Al Biston	813-783-1688	al@crossenv.com
PARAGON CONST.	RAY GAMEZ	(305) 216-4184	PARAGON@BELLSOUTH.NET
HBC Const	Pablo Arria	305-663-0322 FAX-305-267-2403	Kmelo@ABCconstruction.cc
Bobby Green	Bobby Green	"	"

KEY WEST CITY HALL AT GLYNN ARCHER
 SELECTIVE DEMOLITION
 PRE-BID MEETING
 January 7, 2014 11 AM

COMPANY	REPRESENTATIVE	PHONE/CELL	E-MAIL
ADS Services, Inc	Greg Godde	(813) 465-8006	gregorygoddec@msn.com
Grades M. Ke LLC	Dave Krachoff	305-797-3235	grades.m.ke@johno.com
Charley Toppino	Paul Toppino	797 1000	PAUL@TOPPINOW.COM
DL Porter			
DL Porter	Gene Lennart	813-477-2736	gcl608@aol.com
DL Porter	Robert Blanchard	941-929-9400	mwhite@dlporter.com
KEG	Rich Grupenhoff	305-970-8609	rgrupenhoff@earthlink.net
TEM Environmental	Tom McKechnie	305-984-2683	TEMENVIRONMENTAL@YAHOO.COM
P.B Builders	Tom Poppree Steve Fulcher	305-414-8444	TM07846@aol.com
Toppinos	Edward Toppino	305-797-1002	Edward.Toppino@aol.com
Lower Keys Plumbing	Barry Baccoso	305-304-1367	barry@CLKP.com
Mike Views	City of KY	913.522.9551	mikey@keywestcity.com mikey@keywestcity.com

Glynn Archer -Approximate Loose Furniture Inventory
5-Nov-13

Item	Notes	Bldg A & Aud		Bldg B		Bldg C	Totals
		1st Flr	2nd Flr	1st Flr	2nd Flr		
Small tables	Generally student desks & tables	10	22	7	78	24	141
Small chairs	Generally plastic student chairs	10	20	49	46	24	149
Wheeled chairs	Generally plastic, sim to student chairs	5	1	4	6		16
Larger tables	4' plus in length, some folding	2	15	7	4	23	51
Open bookcases	Various styles & condition	17	20	14	18	25	94
Misc cabinets	Closed, generally poor condition.	4	23	3	11	8	49
Café tables	Folding, seat 16					15	15
Display cabinets	One reasonably good condition	3				1	4
Office/teacher desks		4	7	7	4	2	24
Office/teacher chairs		4	1	5		3	13
2-dwr vert files	Most letter, some legal	3	3	1	1	3	11
4-dwr vert files	Most letter, some legal	2	7	2	2	7	20
Aquarium		1					1
Piano & bench		1					1
Lounge furniture	Generally poor condition	1					10
E-waste	TV's, comp, micros, o.h. proj, servers, etc.	2	3			18	23
Outdoor	Picnic tables, benches, etc	3					3

Note: Does not include misc pieces that are obviously damaged or built-in items.

REVISED BID FORM per ADDENDUM #1

ITB #14-007

Base Bid Lump Sum Price* \$ _____ **B1**

Base Bid Total in Words:

_____ **U.S. Dollars**

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

Add Alternate #1: Provide and install 6' high

opaque windscreen on fencing all around site \$ _____ **A1**

Unforeseen Conditions Allowance \$ **50,000.00** _____ **C1**

Award Total \$ _____ **T**

To be completed by Owner upon award. Base bid + Unforeseen Conditions Allowance

BID BREAKDOWN

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

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

SUBCONTRACTORS

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

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

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

Name

Title

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 _____ day of _____, 20__.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____,
20__.

Signature of Bidder _____

Title _____

AC# 6152542

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK™ PATENTED PAPER

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060500960

DATE	BATCH NUMBER	LICENSE NBR
06/05/2012	118198706	CFC1427728

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

GONZALEZ, JORGE
ABC CONSTRUCTION INC
7215 NW 7TH STREET
MIAMI FL 33126-2937

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6152354

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK™ PATENTED PAPER

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
HOME INSPECTORS LICENSING PROGRAM

SEQ# L12060500772

DATE	BATCH NUMBER	LICENSE NBR
06/05/2012	118198706	HI5307

The HOME INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: JUL 31, 2014

GONZALEZ, JORGE
7215 NW 7TH STREET
MIAMI FL 33126-2937

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6152617

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060501035

DATE	BATCH NUMBER	LICENSE NBR
06/05/2012	118198706	CGCA60037

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

GONZALEZ, JORGE
ABC CONSTRUCTION INC
7215 NW 7TH STREET
MIAMI FL 33126-2937

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

89758

Local Business Tax Receipt

Miami-Dade County, State of Florida
- THIS IS NOT A BILL - DO NOT PAY

LBT

6706981

BUSINESS NAME/LOCATION ABC CONSTRUCTION INC 7215 NW 7 ST MIAMI FL 33126	RECEIPT NO. RENEWAL 8998206	EXPIRES SEPTEMBER 30, 2014 <small>Must be displayed at place of business Pursuant to County Code Chapter 8A - Art. 9 & 10</small>
---	--	---

OWNER ABC CONSTRUCTION INC Worker(s) 6	SEC. TYPE OF BUSINESS 198 PLUMBING CONTRACTOR CFC1427728	PAYMENT RECEIVED BY TAX COLLECTOR \$75.00 08/20/2013 ECHECK-13-006067
---	---	--

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276

For more information, visit www.miamidade.gov/businessaffairs

00993

Local Business Tax Receipt

Miami-Dade County, State of Florida
- THIS IS NOT A BILL - DO NOT PAY

LBT

2751270

BUSINESS NAME/LOCATION ABC CONSTRUCTION INC 7215 NW 7 ST MIAMI FL 33126	RECEIPT NO. RENEWAL 2882188	EXPIRES SEPTEMBER 30, 2014 <small>Must be displayed at place of business Pursuant to County Code Chapter 8A - Art. 9 & 10</small>
---	--	---

OWNER ABC CONSTRUCTION INC Worker(s) 1	SEC. TYPE OF BUSINESS 198 GENERAL BUILDING CONTRACTOR CBCA6037	PAYMENT RECEIVED BY TAX COLLECTOR \$75.00 08/20/2013 ECHECK-13-006066
---	---	--

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276

For more information, visit www.miamidade.gov/businessaffairs

ABC Construction, Inc.
 7215 NW 7th Street
 Miami, FL 33126
 305-663-0922
 305-267-2403

ABC Construction, Inc. is a Bonded and Insured company and is able to bond any job if required.

1/6/2014

PENDING PROJECTS

PROJECT NAME	STATUS	PROJECTED START DATE	CONTRACT AMOUNT	PROJECTED TO FINISH
Alex Ort Water Treatment Plant Switchgear Phase I	PENDING TO START	Dec-13	\$ 1,004,238.21	Dec-14
MIA Central Market Place Phase 2 & 3 (Pack B)	PENDING TO START	Nov-13	\$ 10,900.00	Mar-14

PROJECTS STARTED AND STILL IN PROGRESS

PROJECT NAME	TYPE OF CONST	BALANCE TO FINISH	CONTRACT AMOUNT	Architect OWNER	COMPLITION DATE
Existing Metrorail Stations Graphic & Signage Retrofit	Demo & Renov	100.00%	\$ 1,256,278.15	Miami Dade County Transit	Jun-14
Bus Shelters at the Busway & 120 ST Project	Demo & New Const	54.85%	\$ 453,073.20	Village of Pinecrest	Feb-14
Coral Way Community Center Remodelling	Demo & Renov	66.50%	\$ 602,800.00	City of Miami	Feb-14
Regional Head Start Center @ Arcola Lakes	New Const	70.00%	\$ 4,275,000.00	Miami Dade County-Internal Service	Feb-14
South Campus Soccer Field	Demo & Renov	2.50%	\$ 1,259,459.00	Broward College / Michael C Hamilton	Feb-14
Crandon Park Marina Entrance, Parking, & Dock Gates	Demo & Renov	17.20%	\$ 2,864,999.00	Miami Dade Parks / Byron Dowell	Jan-14
MIA BACK TERMINAL D-H LSPM LIFE SAFETY PHASE 1	Demo & Renov	21.00%	\$ 2,477,097.50	Miami Dade Aviation Dept/Mr. Rodriguez	Feb-14
ENGINE #5 WITH THE EAST PUMP ROOM	Demo & Renov	0.50%	\$ 1,168,481.75	Miami Dade Water & Sewer/Joaquin Roa	Jan-14

PROJECTS COMPLETED

PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
METROMOVERS ESCALATOR COVERS & REPLACEMENT	\$ 5,936,556.02	Demo & Renov	Miami	Miami Dade County Transit	2013
GAS PIPE BETWEEN LANDFILL & COGEN BLDG @SDWTP	\$ 1,782,160.39	Renovations	Miami	Miami Dade Water & Sewer/Joaquin	2013
PAINTING & STUCCO REPAIRS CHAPEL TRAIL ELEMENTARY	\$ 611,744.00	Demo & Renov	Pembroke Pines	The School Board of Broward County / Sonia V. Coley	2013
PONCE DE LEON BLVD / ALHAMBRA CIRCLE LANDSCAPING	\$ 529,050.58	Renovations	Miami	City of Coral Gables / Julia Abrahani	2013
HAMMOCKS PAVILLION RENOVATION	\$ 283,634.24	Demo & Renov	Miami	Village of Pinecrest / Leo Llanes	2013
MIA BLDG 861 HANGAR 7 & BLDG 862 HANGAR 6 UPGRADE	\$ 402,575.00	Demo & Renov	Miami	Mike Gomez Construction	2013
G.T LOHMEYER WHTP BUILDING PARAPET REPAIR	\$ 443,185.00	Demo & Renov	Ft Lauderdale	City of Fort Lauderdale	2013
COOPER CITY LIFT STATION NO # 1 REHABILITATION	\$ 250,244.00	Demo & Renov	Cooper City	The City of Cooper City	2013
LAN Cargo Bldg 710 Phase II Cooler Expansion MIA	\$ 1,683,616.00	Renovations	Miami	LAN Cargo S.A	2013
MIA-J Mech Rm Mezzanine Safety Railings	\$ 6,500.00	Renovations	Miami	Mike Gomez Construction	2012
Shenandoah Branch Library Site Enhancements-Landscape	\$ 42,000.00	Renovations	Miami	Miami Dade County-Internal Service	2012
Auditorium Seating Repair & Refurbishing	\$ 135,644.82	Demo & Renov	Miami	The School Board of Broward County	2012
MGC-MIA - CONCOURSE F STAINLESS STEEL COLUMNS	\$ 20,000.00	Renovations	Miami	Mike Gomez Construction	2012
SEWAGE PUMP STATION # 0522 CONTROL ROOM & ADDITION	\$ 1,310,385.00	Demo & Renov	Miami	Miami Dade Water & Sewer/Gary Clarke	2012
MIA Front Terminal D-H Fire Sprinkler Safety Upgrade	\$ 3,212,980.00	Demo & Renov	Miami	Miami Dade Aviation Dept/Mr. Rodriguez	2012
MGC-MIA UPPER & LOWER DRIVE ACCESS IMPROVEMENT (B)	\$ 93,678.00	Renovations	Miami	Mike Gomez Construction	2012
MGC-MIA (C) 704 MISC REPAIRS BATHROOM DEMO	\$ 68,626.00	Demo & Renov	Miami	Mike Gomez Construction	2012
MIA (T) 704 MISC REPAIRS FIRE SPRINKLERS	\$ 40,350.00	Renovations	Miami	Mike Gomez Construction	2012

ABC Construction, Inc.
 7215 NW 7th Street
 Miami, FL 33126
 305-663-0322
 305-267-2403

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PROJECTS COMPLETED

B O N D	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
N	MIA-FIRE SUPPRESSION SYSTEMS FOR APM EQUIP ROOMS	\$ 29,000.00	Renovations	Miami	National Fire Protection, LLC	2012
N	NEW MARLINS, BALLPARK-MAF	\$ 108,876.00	New Const	Miami	National Fire Protection, LLC	2012
N	Marlins - Schindler Elevator	\$ 41,860.00	New Const	Miami	Schindler Elevator	2012
Y	ALHAMBRA WATER TOWER RESTORATION	\$ 270,798.00	Renovations	Coral Gables	City of Coral Gables	2012
N	INDIAN CREEK VILLAGE ENTRANCE IMPROVEMENTS	\$ 464,040.00	Renovations	Miami	City of Indian Creek Village	2011
Y	SHENANDOAH BRANCH LIBRARY	\$ 1,068,183.00	Renovations	Miami	Miami Dade GSA / Alberto Perdigio	2010
Y	MWDC DISHWASHER'S REPLACEMENT	\$ 257,000.00	Renovations	Miami	MDC Dept. of Corrections/Eugenio Raposo	2010
N	MIA SOUTH TERMINAL PARK 6 BRIDGE DOORS	\$ 55,000.00	Renovations	Miami	Mike Gomez Construction/ Johnny Peterson	2010
N	MIA-Emergency Repair of Spalled Column Dolphin Garage # 3	\$ 28,315.50	Renovations	Miami	Mike Gomez Construction/ Juan Contreras	2010
Y	Security Enhancement Project @ Ops-Locka	\$ 1,056,134.44	Demo/New Const	Miami	Miami Dade Aviation Dept/ Darrel Palmer	2010
Y	Operation Center Water Storage & Pumping Station	\$ 2,548,294.12	Renovations	N. Miami Bch	City N Miami Beach/Corzo Castella	2009
Y	StormWater Pump Station # 6 Rehabilitation	\$ 871,829.13	Demo/New Const	Hollywood	City Hollywood/Hugo Davalos	2009
N	Pumping WASA #307	\$ 34,556.00	New Const	Miami	Miami Dade Water & Sewer/ Statewide	2009
Y	Sumiland Park Dugouts and Backstops	\$ 102,590.81	Demo/New Const	Miami	Village of Pinecrest / Peter G Lombardi	2009
N	Cable Guard Removal/Install new Pipe Rail	\$ 47,525.55	New Const	Miami	Miami Dade County / GSA/Spencer Erickson	2009
N	Village of Key Biscayne, Florida Community	\$ 163,038.42	Demo & Renov	Miami	Village of Key Biscayne	2009
N	MIA-Building 716-1 Office Renov	\$ 14,560.00	Renovations	Miami	Mike Gomez Construction	2009
N	MIA-Fuel Facility Canopy	\$ 420,869.06	Renovations	Miami	Mike Gomez Construction	2009
N	MIA - Building 701	\$ 17,000.00	Renovations	Miami	Mike Gomez Construction	2008
Y	Ives Estate	\$ 4,230,357.50	Demo/New Const	Miami	Miami Dade Parks Joel Arango	2008
Y	New Prototype Branch Library @ International Mall	\$ 3,107,772.20	New Const	Miami	Miami Dade GSA / Alicia Arqueles	2008
Y	Haulover Park - Four New Bathrooms	\$ 2,104,085.84	New Const	Miami	Miami Dade Parks Joel Arango	2008
Y	South Terminal	\$ 428,732.20	New Const	Miami	Perez & Perez-MIA	2008
Y	Trolley Depot Facility Phase # 1 City of Coral Gables	\$ 259,631.00	Renovations	Miami	City of Coral Gables / LIVS	2007
Y	Serena Lakes Shopping Center	\$ 2,900,000.00	New Const	Miami	JRC Enterprises, Inc.	2006
Y	New Maintenance Shed and Support Facilities	\$ 841,000.54	New Const	Miami	Miami Dade Public Works / Luis Blado	2006
Y	Metro Zoo / Giraffe Feeding Station	\$ 401,650.09	Demo/New Const	Metro Zoo	Miami Dade Parks Jay Fomi	2006
N	Black Point Marina	\$ 92,000.00	renovations	Bl Point, Marina	Solaris Electric	2006
Y	MIA Building 708 Exterior Repairs & Paint	\$ 697,416.95	Demo & Renov	Miami Int'l Airport	Miami Dade Aviation Dept	2006

ABC Construction, Inc.

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PROJECTS COMPLETED

STATUS	PROJECT NAME	CONTRACT PRICE	TYPE OF CONST	LOCATION OF WORK	Name of Owner	YEAR
N	Fire Station # 04 (New Building)	\$ 346,322.84	New Const	Miami Beach	Carivon Construction, City of Miami Bch	2005
Y	MIA 776N-2 AA CABIN SERVICES RELOCATION	\$ 416,926.13	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2005
Y	MIA737G C-D	\$ 1,188,135.30	renovations	Miami Int'l Airport	Aventura - MIA	2005
Y	MIA 7761-1 & 2	\$ 211,123.00	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2005
N	Star Condominiums	\$ 219,518.00	renovations	Bay Harbor Island	Scott Robins	2005
Y	Homestead Air Base Housing For Homeless	\$ 314,293.00	New Const	Homestead	Camilas House / Pinacle Housing Group	2004
Y	Eureka Villa / Bird Lakes	\$ 1,209,408.00	New Const	Miami	Miami Dade Parks Rafael Puente	2004
N	Incinerator Facility / Coral Gables	\$ 139,350.00	Demolition	Miami	City of Coral Gables	2004
Y	Eureka Park Field Lighting Upgrade	\$ 494,000.00	New Const	Miami	Miami Dade Parks Richard Cabrera	2004
Y	776L INS Office Relocation	\$ 62,000.00	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2004
Y	MIA776A-1 Duty Free	\$ 571,001.87	renovations	Miami Int'l Airport	Turner-Austin - American Airlines	2003
N	Westview Middle School	\$ 94,516.00	renovations	Miami	MCM Construction	2003
N	Dadeland	\$ 15,850.00	renovations	Miami	DPMI	2003
Y	Three Lakes Park	\$ 742,168.41	New Const	Miami	Miami Dade Parks Dave Thomason	2003
Y	S. Miami Heights	\$ 58,000.00	Demolition	Miami	Miami Dade Water & sewer	2002
Y	741E	\$ 914,001.97	Demolition	Miami Int'l Airport	Turner-Austin - American Airlines	2002
Y	Tropical Park	\$ 350,768.00	New Const	Miami	Miami Dade Parks Richard Cabrera	2002
Y	Crandon Park	\$ 154,570.19	renovations	Miami	Miami Dade Parks Dean Gaffney	2002
Y	Solid Waste	\$ 243,000.00	renovations	Miami	Miami Dade Solid waste management	2002
Y	Millers Pond	\$ 352,424.00	renovations	Miami	Miami Dade Parks Lester Gates	2002
Y	Greynolds Park	\$ 4,995.00	Painting	Miami	Miami Dade Parks Dean Gaffney	2002
N	Metro West	\$ 215,000.00	renovations	Miami	GSA Miami Dade County	2001
N	PWAC	\$ 97,000.00	renovations	Miami	Pwac 305-573-6010	2001
N	Homestead	\$ 65,000.00	Site Work	Miami	Crawford 305-596-4460	2001
N	Coral Gables	\$ 600,000.00	New Home	Miami	Jorge Bernal	2000



7215 NW 7 Street
Miami, Florida 33126
Tel: 305.669.0322
Fax: 305.267.2403

FINANCIAL STATEMENT

January 22, 2014

To: City of Key West

ABC Construction, Inc. will provide financial statement for review at a sit down meeting with ABC Construction representative and City of Key West. Once the financial statements have been reviewed, ABC Construction representative will retrieve financial statement back to our office.

If you have any questions, please do not hesitate to contact our office.

Thank you.



Jorge Gonzalez
President



7215 NW 7 Street
Miami, Florida 33126
Tel: 305.663.0322
Fax: 305.267.2403

ACTION LEGAL

January 22, 2014

To: City of Key West

ABC Construction, Inc hasn't had previews or existing action legal.

If you have any questions, please do not hesitate to contact our office.

Thank you.



Jorge Gonzalez
President



7215 NW 7 Street
Miami, Florida 33126
Tel: 305.663.0322
Fax: 305.267.2403

**AFFIRMATIVE ACTION POLICY
FOR
EQUAL EMPLOYMENT & SUBCONTRACTOR OPPORTUNITY**

Affirmative Action / Equal Employment & Subcontractor Opportunity - Policy Statement

It is the policy of **ABC Construction, Inc.** to base its hiring and promotions on merits, qualifications and competency and that its personnel practices will not be influenced by applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principles at **ABC Construction, Inc.** is to ensure that the following personnel practices are being satisfied:

- 1- Take every necessary affirmative action to attract and retain qualified employees & Subcontractors regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
- 2- Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees & Subcontractors .
- 3- Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees & Subcontractors, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

ABC Construction, Inc. is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees & Subcontractors and applicants' opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management, and so, to monitor our efforts. **ABC Construction, Inc.** has the president as Affirmative action Director to monitor all the activities of this program.

Employees may contact Jorge Gonzalez at 305-663-0322 regarding this Affirmative Action Policy.

Date: 01/22/10

Signature and Title: [Signature] President

Owned Equipment List

Komatsu 400 Excavator

LaBounty Shear for Komatsu 400

Stanley Hydraulic Hammer

LaBounty Grapple

Caterpillar 345 Excavator

LaBounty Grapple

Caterpillar 300 Series Excavators (6)

Grapples

46" Magnet for excavator

Caterpillar concrete pulverizer

Tractors and 30 cubic yard trailers (10)

100 cubic yard scap trailers

Caterpillar 226 skid steer loaders (9)

Grapple buckets and hydraulic hammers for Skid Steers (4)

Caterpillar 262 skid steer loaders w/grapples buckets (2)

Concrete processor

Caterpillar track loader (2)

Ford Trucks (5)

State of Florida

Department of State

I certify from the records of this office that ABC CONSTRUCTION INC. is a corporation organized under the laws of the State of Florida, filed on October 12, 1990.

The document number of this corporation is S20422.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on March 29, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Twenty ninth day of March,
2013*



Ken Detzner
Secretary of State

Authentication ID: CC8607839834

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



7215 NW 7 Street
Miami, Florida 33128
Tel: 305.603.0322
Fax: 305.257.2403

BUSINESS REFERENCES

MIAMI DADE COUNTY PARK & RECREATION

Mr. Joel Arango Ph: 305-755-5453
275 NW 2nd Street
Miami, Fl 33128
E-mail: JArango@miamidade.gov

MCM CORPORATION

Mr. Alexis Leal
Ph: 305-541-6869 Ext.36
6201 SW 70th Street 2nd Floor
Miami, Fl 33143
E-mail: aleal@mcmcorp.com

MIAMI DADE COUNTY GENERAL SERVICES ADMINISTRATION

Mrs. Alice Arguelles
Ph: 786-263-6406
172 West Flagler Street Suite # 330
Miami, Fl 33130
E-mail: APEREZ@miamidade.gov

MIAMI DADE COUNTY PARK & RECREATION

Mr. Jay Forni
Ph: 305-596-4460
11395 SW 79th Street
Miami, Fl 33128
E-mail: j26408@miamidade.gov

MIKE GOMEZ CONSTRUCTION

Mr. Anthony Timothy
Ph: 305-876-8444
P.O Box 998932
Miami, Fl 33299
E-mail: atim@mikegconst.com



7215 NW 7th Street
Miami, Florida 33126
Tel: 305.663.0322
Fax: 305.257.2400

MIAMI DADE AVIATION DEPT.

Roberto Rodriguez, Architect-Project Manager
Facilities Section
4200 N.W. 36th Street Suite 400
Miami, Florida 33122
Ph: 305 869-1258
Fax No: 305 876-7297
E-Mail: RWRRODRIGUEZ@miami-airport.com

CORZO CASTELLO CARBALLO THOMPSON SALMAN, P.A

Mrs. Eleana Navarro
Ph. 305-445-2099 X 2276
901 Ponce de Leon Blvd. Ste 900
Coral Gables, Fl 33134
E-mail: ENAVARRRO@c3ts.com

ABC

1415 NW 1 Street
Miami, Florida 33126
Tel: 305.666.0322
Fax: 305.257.2408

TRADE REFERENCES

COMPANY NAME	PHONE
HUGHES SUPPLY	305-477-3045
TAMIAMI RENTALS	305-262-1020
RAMON CARPET & FLOORING	305-554-9007
ADONEL CONCRETE	305-392-5416 Ext # 131
PEOPLE'S PLUMBING	305-885-7473
FLORIDA DEMOLITION	305-333-1109
FPG WHOLESAL	305-266-2296
PROGLASS SYSTEMS	305-639-2634
STATEWIDE ELECTRICAL	305-592-6965

BANK REFERENCES

REGIONS BANK ANDREA ABUCHAIBE 305-262-1479
BANK UNITED AIMEE LEWINTER 305-712-2888
TD BANK, NA PABLO PINO 305-724-4888

BONDING COMPANY

THE GUARANTEE COMPANY
OF NORTH AMERICA USA 1 866-403-2944

BONDING AGENT

NIELSON, HOOVER & ASSOCIATES CHARLES NIELSON 305-822-7800



7215 NW 7 Street
Miami, Florida 33126
Tel: 305.669.0922
Fax: 305.267.2409

BANK REFERENCES

REGIONS BANK
ADDRESS: 8373 WEST FLAGLER STREET MIAMI, FL
CONTACT: ANDREA ABUCHAIBE
PH: 305-262-4120
FAX: 305-264-4120



CONSTRUCTION

STATEMENT OF QUALIFICATIONS

MAIN OFFICE
7215 NW 7th St
Miami, Florida, 33126
Phone: (305) 663-0322
Fax: (305) 267-2403

BACKGROUND

ABC Construction Inc. was established in 1990 in the State of Florida. It has been dedicated to quality and has grown to become one of South Florida's best construction companies. Since its inception, ABC Construction has built some of the finest residences, commercial properties and government projects.

One of the most important attributes of this company is the referral received from clients and professionals. Jorge Gonzalez, President and General Contractor of the company states, "The most important part of my work is customer satisfaction, it is the root of our business" and "because of them, we have grown tremendously". The company does not advertise and its client and job base is almost strictly by word of mouth. "This is the best reward for a job well-done" says Mr. Gonzalez. "Without the approval and referral of my clients and colleagues", we would not be here today.

ABC Construction offers a broad range of construction services, including high-end custom houses, medium and high rises, retails and commercial shopping centers, airport facilities, demolition, etc. Projects completed include residences built for discriminating clientele such as diplomats and professionals as well as projects in Miami International Airport under the supervision of Miami-Dade Aviation Department for the South and North Terminal Development Programs, renovations for the State of Florida, construction of parks and recreational centers with Miami-Dade County Parks and Recreations. From high-end and custom homes to commercial construction and demolition, ABC Construction, Inc. is one of the most reliable General Contractors in Florida. The company strives to make the project run smoothly from start to finish. Its attention to detail is obvious when walking into a residence or even a demolition project. The workplace is kept clean and the work is completed in a safe and timely manner. 'All of these attributes are what have made ABC Construction, Inc. so successful all of these years'.

ABC Construction is proven a construction company that has established a "can do it well and on time" reputation required of a modern company who partners with their subcontractors and clients. We are a fully licensed, insured, and bonded corporation with demonstrated financial resources which pride ourselves in our performance in safety, environmental, quality standards, and project management.

Mission statement

ABC Construction will provide quality products and services on time and on budget, while insuring a good working relationship with our subcontractors and clients.

KEY PERSONNEL

ABC Construction personnel incorporate a variety of backgrounds, each bringing distinct professional experience to the team. ABC Construction offers the client a balanced "pool" of project managers, field supervisors, and foreman who have experience in the work they manage. These managers provide support for the skilled workers who represent ABC Construction to the client on a day-to-day basis. These include equipment operators, mechanics, skilled laborers, carpenters, electricians, and plumbers, to name a few.

President - Jorge Gonzalez is a License General Contractor from the State of Florida since 1990. Mr. Gonzalez has extensive business management experience in a variety of business disciplines, including twenty years of construction experience, project management, field supervision, quality assurance and cost control, budgeting, financial reporting, and forecasting, marketing and staff supervision.

Office Manager - Laura Gonzalez has twelve years of administrative/management experience, including twelve years of construction experience. Mrs. Gonzalez is responsible for the day-to-day interface with staff, project leads, vendors, and all levels in the public, private and government sector. She manages the accounting and finance, payment requisitions, administrative requirements from employees, insurance, bonds, coordination with DBE and CSBE programs.

Lead Estimator - Jorge Gonzalez has more than twenty years of experience in construction of custom houses and residences & Commercial. Mr. Gonzalez is leading the preconstruction department, and has extensive experience in contract bidding and negotiation with clients.

Project Manager / Superintendent - Hertha Korn has several years of diversified engineering experience, including project management, project cost and scheduling, construction inspection, quality control and quality assurance, safety management. For the past two years Hertha Korn has successfully completed all landside and airside projects built at Miami International Airport.

Assistant Administrative Officer - Janina Arellano has more than ten years of administrative experience. Mrs. Arellano is in charge of processing all project documentation, administration and bookkeeping.

Field Site Supervisor - Pablo Arcia has over ten years of field construction experience in supervision and personnel management. Mr. Arcia has built and custom houses, high rise framing, drywall, finishes and interiors, schools, parks and airport interior finish packages. Mr. Arcia is a master drywall and interiors installer.

CONTACT INFORMATION

Main Office
7215 NW 7th St
Miami, Florida, 33126
Phone: (305) 663-0322
Fax: (305) 267-2403
Email: jgonzalez@abcconstruction.cc
www.abcconstruction.cc

HEALTH & SAFETY QUALITY ASSURANCE & QUALITY CONTROL INFORMATION

Health & Safety

Safety is an integral part of our culture. Our Safety Program entails all aspects of safety awareness from general policies, operating practices and procedures, to job-specific training, project planning and hazard analysis. Our obligation for a safe and productive job site requires the understanding, commitment and action by every project team member. The prevention of occupationally induced injuries and illness is of such consequence that it will be given precedence over operating productivity when necessary. To the greatest degree possible, management will provide all mechanical and physical facilities required for personal safety and health in keeping with the highest standards. We will maintain a safety and health program conforming to the best practices of organizations of this type.

Safety Philosophy

ABC Construction's objective is a proactive program implementation that will reduce all safety-related losses to an absolute minimum surpassing the best experiences of operations similar to ours. Our goal is no zero accidents and injuries. It is to be on the left side of zero, managing prevention efforts instead of accidents.

Quality Assurance

The quality and validity of results can only be as good as the quality of data from which they are derived. In order to achieve the highest standards, we go above and beyond to insure quality assurance in our work. All members of ABC Construction are highly qualified and experienced in construction implementation processes. ABC Construction's high standard of reporting back to our clients is our trademark. Through careful analysis and explanation, we will provide a comprehensive breakdown of all quality assurance issues and documentation. Our aim is to help solve problems by actionable recommendations through quality documentation.

SERVICE SECTORS

Our principal service sectors are:

1. General Construction
 - » Civil Site Work
 - » Design / Build Construction
 - » Framing and Drywall

2. Construction Management of new and restoration for

- Residential
- Commercial and retail
- Airports Facilities
- Mid rise and High rise buildings
- Parks and recreation
- Institutional

3. Demolition

- Structural/Site
- Concrete
- Interior & Exterior

OUR CLIENTS

1. Government Agencies

- Miami-Dade County Parks and Recreation
- Miami-Dade County Aviation Department
- City of Coral Gables
- City of Miami

2. Private Sector

ABC

CONSTRUCTION BONDING

7215 OLIVE AVENUE
MIAMI BEACH, FL 33139
TEL: 305-558-9650
FAX: 305-558-9650

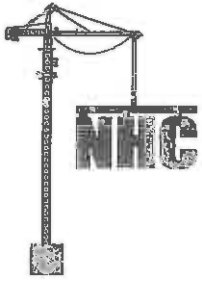
SURETY COMPANY & AGENT INFORMATION

SURETY COMPANY

**The Guarantee Company of North America USA
One Town Square, Suite 1470
Southfield, Michigan 48075
Ph.: 247-281-0281 / Fax: 248-750-0431**

AGENT INFORMATION

**Nielson, Hoover & Associates, Inc
8000 Governors Square Blvd. Suite 101
Miami Lakes, FL 33016
Ph.: 305-722-2663 / Fax: 305-558-9650
Contact Person: Charles Nielson**



NIELSON, HOOVER & COMPANY, INC.

STANDARD OF COMPETITION HAS LED TO THE BEST OF COMPANIES AND SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

RE: ABC Construction, Inc.

Gentlemen:

Please be advised that we are the bonding agents for ABC Construction, Inc. We have had the privilege of providing Bid, Performance and Payment Bonds for them since 2001. ABC Construction, Inc. is bonded through The Guarantee Company of North America and has a substantial bond line of credit of \$20,000,000 for single projects and an aggregate bond line of \$40,000,000.

ABC Construction, Inc. has successfully completed all of their projects that we have bonded in a very satisfactory and professional manner and have never received any issues from the owners, subcontractors or suppliers and they have an excellent reputation in the construction industry.

We are very confident of their integrity and abilities and once again, would extend our utmost recommendation on their behalf. We consider them to be among our finest clients and hold them in the highest regard.

Should ABC Construction, Inc. be awarded the contract with your firm, they certainly have adequate bonding capacity to furnish the required Performance and Payment Bonds.

Naturally, any bonds that are issued will be based upon acceptable contract terms as well as normal and standard underwriting criteria at the time of request

If we can provide any other assurance or assistance, please feel free to give us a call.
Thank you.

Very truly yours,

Charles D. Nielson, Attorney-in-Fact

8000 Governors Square Boulevard
Suite 101
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650

JORGE GONZALEZ

PRINCIPAL IN CHARGE



EXPERIENCE

Jorge Gonzalez brings more than twenty years experience in construction and construction management in planning, organizing and directing a construction firm. Jorge is specifically skilled in leading a team of professional staff members in developing and constructing projects. Jorge is involved from start to finish in every bid/proposal leading up to the awarded project. He selects team members, works closely with the client on all contract documents, including any general and special conditions, supplying labor, materials, equipment and services needed.

PROJECTS

- Crandon Park Marina Entrance, Parking & Dock Gates.
- South Campus Soccer Field.
- LAN Cargo Bldg. 710 Phase II Cooler Expansion MIA.
- MIA Bldg. 861 Hangar 7 & Bldg. 862 Hangar 6 Upgrade.
- MIA Back Terminal D-H LSMP Safety Phase I.
- MGC-MIA Concourse F Stainless Steel Columns.
- Metromovers Escalator Covers & Replacement.
- Gas Pipe Between Landfill & Cogen BLDG @ SDWWTP.
- Engine 5 With the East Pump Room
- Sewage pump station # D522 control room & addition
- MIA Front Terminal D-H Fire Sprinkler Safety Upgrade
- Shenandoah branch library .
- Security Enhancement Project @ Opa-Locka.
- Ives Estate Park
- New Prototype Branch Library @ International Mall
- Haulover Park - Four New Bathrooms

EDUCATION

- Florida International University Bachelor Degree, Business Administration
- Miami-Dade Community College
- Coral Gables Senior High School

LANGUAGES

Fluent in English and Spanish

EXPERIENCE YEARS

23 YEARS

TYPE OF WORK

GENERAL CONSTRUCTION SERVICES
(COMMERCIAL, INDUSTRIAL AND
RESIDENTIAL)

COST RANGE

\$0-\$40M

IN WHAT CAPACITY

PRINCIPAL IN CHARGE/PROJECT
MANAGER.

CERTIFICATION

STATE OF FLORIDA -- CERTIFIED:

- GENERAL CONTRATOR.
- PLUMBING CONTRTOR
- HOME INSPECTOR

HERTHA M. KORN

PROJECT MANAGER

ABC

CONSTRUCTION

EXPERIENCE

Over ten years of estimating, Project management and supervising in the construction field. Experience in commercial, residential and special construction such as midrise condominium, hotels; Banks, Restaurants, Retail spaces, Synagogues and residential.

PROJECTS

- Metromover Escalator Covers & Replacement
- Island Breeze Condominium
- Temple Beth Orr Renovation
- Chabad of Plantation
- Stadium Corners Shopping Mall
- Villa Toscana.
- Signage Prop at Miami International Airport
- INS Pass, 732 J, Café Versailles at Miami International Airport
- Rey's Pizza Restaurants
- Miami Springs Country Club Remodeling
- Commerce Bank Tamiami Branch
- Doral Meadow Park
- City Hall of Doral
- WAMU Sheridan
- WAMU Bank Alhambra Coral Gables
- WAMU Bank Brickell Bay View
- WAMU Bank Offices at Brickell Key

EDUCATION

Universidad Albert Einstein. San Salvador, El Salvador.
Bachelor's Degree in Architecture. Graduated in March 1992.
Colegio Sagrado Corazon (Sacred Heart School), San Salvador, El Salvador. 1970-1983

LANGUAGES

Fluent in English and Spanish

EXPERIENCE YEARS

10 YEARS

TYPE OF WORK

PROJECT MANAGER.

COST RANGE

\$0-\$40M

CERTIFICATION

- BACHELOR'S DEGREE IN ARCHITECTURE

PABLO ARCIA

SUPERINTENDENT

ABC

CONSTRUCTION

EXPERIENCE

- Construction Supervisor, involved in all aspects of construction, including inspector relations, along with proper organization of subcontractors and finished work, ability to read and interpret engineering and architectural plans and specifications, strong leadership ability and communications skills, experience and ability to coordinate punch out, construction experience in state projects and building for Miami Dade Park and Rec and Miami Aviation Department.

PROJECTS

- LAN CARGO BLDG. 710 PHASE II COOLER EXPANSION MIA.
- MIA BACK TERMINAL D-H LSMP SAFETY PHASE I
- GAS PIPE BETWEEN LANDFILL & COGEN BLDG. @ SDWWTP.
- ENGINE 5 WITH THE EAST PUMP ROOM
- SEWAGE PUMP STATION # 0522 CONTROL ROOM & ADDITION.
- MIA FRONT TERMINAL D-H FIRE SPRINKLER SAFETY UPGRADE .
- SHENANDOAH BRANCH LIBRARY
- NEW PROTOTYPE BRANCH LIBRARY @ INTERNATIONAL MALL

LANGUAGES

Fluent in English and Spanish

EXPERIENCE YEARS

15 YEARS

TYPE OF WORK

SUPERINTENDENT.

COST RANGE

\$0-\$20M

BizNet Profile: ABC CONSTRUCTION INC

Name: ABC CONSTRUCTION INC
Business Description: GENERAL CONTRACTOR
Street: 7215 NW 7TH STREET
City: MIAMI State: FL Zip: 33126-0000
County: DADE District: DISTRICT SIX
Phone: (305) 663-0322 Fax: (305) 267-2403
E-mail: lgonzalez@abc.construction.cc
Work Location:
County: MONROE DADE
District: DISTRICT SIX
Contact: JORGE GONZALEZ
UCP Cert. DBE State Cert.: OBE UCP Certifying Member: MDC
First SC: 735 First NAICS: 236115
2nd SC: 750 3rd SC: 770 4th SC: 522 5th SC: 6th 6th SC: 7th 7th SC: 8th 8th SC: 9th 9th SC: 10th 10th SC:
2nd NAICS: 236116 3rd NAICS: 236117 4th NAICS: 236118 5th NAICS: 23621 6th NAICS: 23622 7th NAICS: 23711 8th NAICS: 23811 9th NAICS: 23812 10th NAICS: 23891 11th NAICS: 23822
ACDBE: No

NOTE:

OBE stands for Other Business Enterprise indicating that the firm is not certified.

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Florida Department of Transportation 2008.



Carlos A. Gimenez, Mayor

November 29, 2012

Department of Regulatory and Economic Resources
Small Business Development

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

Mr. Jorge Gonzalez
ABC CONSTRUCTION, INC.
7215 NW 7th St
Miami, FL 33126

Anniversary Date: November 29

Dear Mr. Gonzalez:

The Miami Dade County Small Business Development (SBD) under Business Affairs, a division of Regulatory and Economic Resources Department (RER), is pleased to notify you of your firm's continuing eligibility as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (UCP) in accordance with 49 CFR Part 23 and 26. Your firm is certified in the categories listed below.

Your DBE certification is continuing from the Anniversary Date listed above, contingent upon your firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in Florida's UCP DBE Directory, which can be accessed through the Florida Department of Transportation's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory."

If, at any the time, there is a material change in your firm, you must advise this office, by sworn affidavit and supporting documentation, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure on your part to cooperate and will result in action to remove DBE certification.

If you have any questions or concerns, you may contact our office at 305-375-3111

Sincerely,

Sheri McGriff, Business Support Services, Director
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

- Commercial And Institutional Building Construction
- Industrial Building Construction
- New Housing Operative Builders
- New Multifamily Housing Construction (Except Operative Builders)
- New Single-Family Housing Construction (Except Operative Builders)
- Plumbing, Heating, And Air-Conditioning Contractors
- Poured Concrete Foundation And Structure Contractors
- Residential Remodelers
- Site Preparation Contractors
- Structural Steel And Precast Concrete Contractors
- Water And Sewer Line And Related Structures Construction

cc: Veronica Clark, RER, SBD

Delivering Excellence Every Day



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development

111 NW 1 Street, 19th Floor
Miami, Florida 33128

T 305-375-3111 F 305-375-3160

November 29, 2012

Mr. Jorge Gonzalez
ABC CONSTRUCTION, INC.
7215 NW 7th St
Miami, FL 33126

CERT. NO: 37

Approval Date: 11/29/2012 - CSBE Level 2

Expiration Date: 11/30/2014

ANNUAL ANNIVERSARY: 11/29/2013

Dear Mr. Gonzalez:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Community Small Business Enterprise (CSBE) in accordance with section 10-33-02 of the Code of Miami Dade County.

This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County RER website <http://www.miamidade.gov/business/business-certification-programs.asp>.

Thank you for doing business with Miami Dade County.

Sincerely,

Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

- NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (CSBE)
- NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT OPERATIVE BUILDERS) (CSBE)
- NEW HOUSING OPERATIVE BUILDERS (CSBE)
- RESIDENTIAL REMODELERS (CSBE)
- INDUSTRIAL BUILDING CONSTRUCTION (CSBE)
- COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION (CSBE)
- WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION (CSBE)
- POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS (CSBE)
- STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS (CSBE)

Mr. Gonzalez
ABC CONSTRUCTION, INC.
November 29, 2012
Cert No: 37

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS (CSBE)
SITE PREPARATION CONTRACTORS (CSBE)

c: Adriana Coba, Certification Specialist
Veronica Clark, RER, SBD



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Small Business Development

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

November 29, 2012

Mr. Jorge Gonzalez
ABC CONSTRUCTION, INC.
7215 NW 7th St
Miami, FL 33126

CERT. NO: 10925
Approval Date: 11/29/2012 - SBE
Expiration Date: 11/30/2014

ANNUAL ANNIVERSARY: 11/29/2013

Dear Mr. Gonzalez:

Small Business Development (SBD), a division of Regulatory and Economic Resources Department (RER) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Small Business Enterprise (SBE) in accordance with section 2-8.1.1.1.1 of the Code of Miami Dade County.


This certification is valid for three years provided there are no changes rendering your firm ineligible for certification. You are required to submit a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date as listed above. You will be notified in advance of your firm's Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify your firm. Every three years you will receive a full recertification review that may include an onsite investigation; SBD will also notify you accordingly.

If at any time during the certification period, there is a material change in your firm, including, but not limited to ownership, officers, Director, scope of work being performed, daily operations, affiliations with other business (es) or physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

Your company is certified in the following categories as listed below, affording you the opportunity to bid and participate on contracts with small business measures. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract needs. The directory for all certified firms can be accessed on the Miami-Dade County RER website <http://www.miamidade.gov/business/business-certification-programs.asp>.

Thank you for doing business with Miami Dade County.

Sincerely,


Sheri McGriff, Director
Business Opportunity Support Services
Small Business Development Division
Regulatory and Economic Resources Department (RER)

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

- INSPECTION SERVICES, CONSTRUCTION TYPE (SBE)
- HAULING SERVICES (SBE)
- COST ESTIMATING (SBE)
- CONSTRUCTION CONSULTING (SBE)
- PLUMBING MAINTENANCE AND REPAIR (INCLUDES TOILETS, ETC.) (SBE)
- ROOFING, GUTTERS, AND DOWNSPOUTS MAINTENANCE AND REPAIR (SBE)
- BUILDING CONSTRUCTION, COMMERCIAL AND INSTITUTIONAL (SBE)
- FINISHES: FLOORING, WALL AND CEILING, ETC. (SBE)
- MAINTENANCE AND REPAIR, INDUSTRIAL BUILDING (SBE)

Delivering Excellence Every Day

Mr. Gonzalez
ABC CONSTRUCTION, INC.
November 29, 2012
Cert No: 10925

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
SPECIAL CONSTRUCTION: OBSERVATORY, SECURITY, SPECIAL ROOMS, ETC. (SBE)
BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES (SBE)
BUILDING CONSTRUCTION SERVICES - EQUIPMENT, (SBE)
SITE WORK CONSTRUCTION SERVICES (SBE)

c: Adriana Coba, Certification Specialist
Veronica Clark, RER, SBD

**BROWARD COUNTY PUBLIC SCHOOLS
SUPPLIER DIVERSITY & OUTREACH PROGRAM**
A DIVISION OF
SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT

This Certifies

ABC construction, inc.

Has met the requirements for certification established by Broward County Public Schools
Supplier Diversity & Outreach Program as a (an)

Hispanic-American

(M/WBE)

4/30/2012

Effective Date

4/30/2015

Expiration Date

7007-3870 02

Certification Number

Marcy Houser

Marcy Houser, M/WBE Specialist

PREQUALIFIED CONTRACTOR

This certificate is awarded to

ABC CONSTRUCTION, INC.

In acknowledgement of being selected as a Prequalified Contractor per RFP 514 from February 12, 2013 to February 12, 2014

Maximum Project Value \$11,800,000.00

Board Approved Work to be Performed: General & Plumbing Contractor-Concrete, Masonry, Site

MONROE COUNTY SCHOOL DISTRICT



James Lee
Signature

2/15/13
Date

COMPANY SAFETY RULES

In order for a safety program to be effective, it is vital that rules be established, monitored by responsible individuals, and implemented by all levels of employment.

The following are some of the general rules applicable to ABC Construction Inc. operations that must be pertinent on every project contracted by our company. This is a partial listing only. The pertinent requirements of OSHA Regulations *CFR29, Part 1926 Safety and Health Regulations for Construction with CFR 29 Part 1910 Identified as Applicable to Construction*, also apply in this firm.

1. PERSONAL PROTECTION AND RELATED EQUIPMENT

- A. Personal Protective equipment must be worn as prescribed for each job by the supervisor.
- B. Employees must check with their supervisor(s) regarding any portion(s) of their job that they do not understand.
- C. Goggles, face shields, helmets and other comparable equipment are required to fit the eye protection shall be worn when there is any application. Appropriate eye protection shall be worn when there is any possibility of eyes being exposed to foreign materials. It is mandatory that appropriate eye protection be worn when drilling, grinding, sanding, sawing, burning, cutting, welding, chipping, working overhead or cutting into ductwork that is operating and under pressure.
- D. Hard hats must be worn by all employees at all times in all construction work areas.
- E. Gloves are to be used when handling materials, and for protection against acids and other chemicals which could injure employees skin. Welding gloves must be worn during flame cutting, brazing and welding operations.
- F. Respiratory equipment in many cases is needed for protection against toxic and hazardous fumes. Employees must verify with their supervisors which equipment meets the need for breathing safety.
- G. Safety shoes are recommended to help eliminate toe and foot injuries.
- H. The use of safety belts is required when performing elevated work where there is no guard rail protection and on certain suspended scaffolds.
- I. Employees are expected to utilize proper judgment in their personal habits. When they report to work each morning they must be in fit condition to meet daily obligations.

2. BARRICADES AND HOLE COVERS

- A. Excavations and operations in working surfaces must be protected with barricades or hole covers.
- B. Barricades and/or signs shall always be provided as warning of hazards such as overhead work, crane swing, and excavations.
- C. When a hole or floor opening is created during the performance of a work activity, a cover or a barricade must be installed immediately.

3. FIRE PREVENTION

- A. When utilizing heat producing equipment, make sure that the area is clear of all fire hazards and that all sources of potential fires are eliminated.
- B. Do not use a salamander or other open flamed device in confined or enclosed structures. Vent heaters to the atmosphere and sure they are located an adequate distance from walls, ceilings and floors.
- C. Have fire extinguishers available at all times when utilizing heat-producing equipment.
- D. Know the location of the fire fighting equipment in the work area and have knowledge of its use and application. Use these devises only in cases of fire.
- E. Turn in all fire extinguishers for recharge after each use. Inspect periodically when not in use.

4. EXCAVATIONS

- A. Have supervisory personnel determine whether excavations, trenches or cuts more than 4 feet in depth require shoring, or some other hold-back means.
- B. Excavations must be checked daily for cracks, slides and scaling. During rain, snow and other hazardous weather conditions, checks should be performed more often.
- C. Heavy equipment must be kept back from edges of all excavations. The access for excavations shall be ladders or steps and should be located within 25 feet of any worker.

5. COMPRESSED GAS CYLINDERS

- A. All gas cylinders shall have their contents clearly market on the outside of each cylinder.
- B. Cylinders must be placed and secured in an upright position, including storage and transfer.
- C. Cylinder valves must be protected with caps or guards when not in use.
- D. All leaking or defective cylinders must be removed from service promptly, tagged as inoperable and placed in an open space from the work area.
- E. All operators are required to inspect equipment prior to utilization.
- F. Oxygen and gas cylinders placed in storage are to be kept 20 feet apt or have the fire barrier between them.
- G. Full and empty cylinders are to be stored separately and protected from excess heat, snow, ice or physical damage.

6. HOUSEKEEPING

- A. Proper housekeeping is the foundation for the safe work environment. It definitely prevents accidents and fires, as well as creating a business-like work area.
- B. Pile or store materials in a stable manner so that they will not be subject to falling.
- C. Rubbish, scraps and debris shall be removed from the work area as soon as practical.
- D. It is not permissible to leave materials and supplies in stairways, walkways, near floor openings or at the edge of the building when exterior walls are not built.

7. LADDERS AND SCAFFOLDS

- A. All employees are obligated to check to see that ladders are free from defects prior to use. Ladders must have safety feet.
- B. Straight ladders must be tied off, held or nailed down for stability.
- C. Erection crews must check scaffold member during erection. Defective parts are not to be used for scaffold fabrication.
- D. All working decks of scaffolds shall be provided with proper handrails, midrails and toeboards. If this is not possible, then at the time safety belts must be worn by employees working on the scaffold if 6 feet above floor.
- E. Planks shall extend over their end support to not less than 6 inches not more than 12 inches.
- F. Tube and frame scaffolds must be tied to the structure at intervals of 30 feet horizontally and 26 feet vertically.
- G. The height of mobile scaffolds shall not exceed four times the base dimension, and the casters shall have positive locking devices.

8. RIGGING

- A. Good rigging is essential for moving construction materials and equipment and, at the same time, keeping them under control.
- B. Never swing loads over the heads of workers in the area.
- C. Only trained flagmen and signalmen are to direct operation, using hand signals established as standards for the industry.
- D. Tag lines must be used to control loads and keep workers away.
- E. Do not overload any part of your rigging. Check loads just off the ground for stability before hoisting.
- F. Never leave a suspended load unattended without securing it.
- G. Never allow loads, booms or rigging to approach within 10 feet of energized electrical lines rated 50 KV, follow OSHA regulations.
- H. Always operate cranes on firm level ground or use mats, particularly for near capacity lifts.
- I. Rope off or barricade a space 360 degrees around all cranes operating on your jobsite to the extent of the swing radius of the near rotating structure.

9. WELDING AND BURNING

- A. Always clear area below cutting of welding operations so that you do not drop slag on hoses, cables or employees.
- B. Use leak proof welding helmets and burning goggles for the eye protection and to prevent flash burns. Always wear eye protection to guard against slag while chipping, grinding, and dressing of welds.
- C. Use only manual electrode holders specifically designated for arc welding.
- D. Make sure that all parts subject to electrical current are fully insulated against the maximum voltage encountered on ground.
- E. A ground return cable shall have a safe current carrying capacity equal to, or exceeding, the specified maximum output capacity or the arc welding unit that it services.
- F. Place cables, lads and connections so that there are no fore or tripping hazards.
- G. Shield all arc welding and cutting operations with noncombustible or flameproof screens wherever practical.
- H. Keep suitable fire extinguishers readily available when welding, cutting or heating on the job.
- I. Be sure that proper ventilation is provided whenever welding, cutting or hating is performed in a confined space.

10. TOOLS

- A. It is mandatory that the right tool be utilized for the job and that it be used in a correct manner.
- B. Kept tools in good working conditions. Damaged, worn or effective tools can cause injuries, and shall not be used.
- C. Do not use tools until you have been properly instructed and authorized to do so.
- D. Never remove machinery or equipment guards without authorization.
- E. Never make repairs to tools or equipment unless authorized by your supervisor.
- F. Inspect electrical extension cords and other wiring to be certain they are properly insulated. Do not use frayed or damaged cords.
- G. Take special precautions when using power tools on a scaffold or other locations with limited movement area. Get a good footing, use both hands, keep cords clear of obstructions, and do not over reach.
- H. Be sure that a power tools is off and motion stopped before setting tool down.
- I. Disconnect tools from power source before changing drill, blades or bits or attempting repair or adjustment. Never leave a running tool unattended.
- J. Do not use compressed air for cleaning purposes except when pressure is reduced to less than 30 psi and then only with effective chip guarding and proper personnel protective equipment.

11. INDUSTRIAL HYGINE AND OCUPATIONAL HEALTH

- A. Potable water will be provided at all sites in approved closed containers disposable cups.
- B. Toilets will be provided as required for the number of workers, with self closing doors, latch, and toilet paper.
- C. First aid kits will be provided at ach job site.
- D. Employees must be protected against exposure to injurious sound levels by controlling exposure or by use of the proper personal protective equipment.
- E. Employees must be protected against exposure to ionizing (X-ray, radioactive) and non-ionizing (laser beam) radiation.
- F. Protection against exposure to harmful gasses, fumes, dust, and similar airborne hazards must be furnished through proper ventilation or personal respiratory equipment.

12. MOTOR VEHICLES AND MECHANIZED EQUIPMENT

- A. Supervisory personnel shall inspect all machinery and equipment prior to each use, and during use to make sure it is in safe operating condition.
- B. Rated load capacities and recommended rules of operation shall be conspicuously posted on all equipment at the operator's station.
- C. Wire rope shall be taken out o service when on of the following conditions exist:
 - i. In running ropes, 6 random distributed broken wires in on lay o 3 broken wires in one strand or one lay
 - ii. Wear of on-third the original diameter on outside individual wires.
 - iii. Kinking, crushing, hoist caging, heat damage, or any other damage resulting in distortion of the rope structure
 - iv. In standing ropes, more than two broken wires in one lay in sections beyond end connections, or more than one broken wire at an end connection
- D. When vehicles or mobile equipment are stopped or parked, parking brakes shall be set. Equipment on inclines shall have wheels chocked as well as having parking brakes set.

13. FIRST AID PROCEDURES

Please Note:

In all cases requiring emergency medical treatment, immediately call, or have a co-worker call, to request medical assistance.

Minor First Aid Treatment

If you sustain an injury or are involved in an accident requiring minor first aid treatment:

- A. Inform your supervisor.
- B. Administer first aid treatment to the injury or wound.
- C. If a first aid kit is used, indicate usage on the accident investigation report.
- D. Access to a first aid kit is not intended to be a substitute for medical attention.
- E. Provide details for the completion of the accident investigation report.

Non-Emergency Medical Treatment

For non-emergency work-related injuries requiring professional medical assistance:

- A. Inform your supervisor.
- B. Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- C. Provide details for the completion of the accident investigation report.
- D. Management will report the injury to the insurance company within 24 hours.

Emergency Medical Treatment

If you sustain a severe injury requiring emergency treatment:

- A. Call for help and seek assistance from a co-worker.
- B. Use the emergency telephone numbers and instructions posted next to the telephone in your work area to request assistance and transportation to the local hospital emergency room.
- C. Provide details for the completion of the accident investigation report.
- D. Management will report the injury to the insurance within 24 hours.

First Aid Training

Each employee will receive training and instructions from his or her supervisor on our first aid procedures.

14. ACCIDENT INVESTIGATION

Accident Investigation Procedures

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinator is responsible for seeing that the accident investigation reports are being filled out completely and that recommendations generated as a result of the investigation are being addressed. Supervisors will investigate all accidents resulting in an employee injury using the following investigation procedures:

- A. Review the equipment, operations, and processes to gain an understanding of the accident situation.
- B. Identify and interview each witness and any other person who might provide clues to the accident's causes.
- C. Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- D. Complete the accident investigation report.
- E. Provide recommendations for corrective actions.
- F. Implement temporary control measures to prevent any further injuries to employees.
- G. Indicate the need for additional or remedial safety training.

Accident investigation reports must be completed and submitted to the safety coordinator within 24 hours of the accident.

Accident Recordkeeping Procedures

The safety coordinator will control and maintain all employee accident and injury records. Records are maintained for a minimum of three (3) years and include:

- A. Accident investigation reports.
- B. Workers' compensation notice of injury reports.

To help identify injury trends, the safety coordinator will record employee injuries and illnesses on a log or tracking form such as the OSHA 300 Log of Work-Related Injuries and Illnesses. Trending will be used to identify and develop corrective actions that will prevent similar work-related injuries and illnesses from occurring.

15. SAFETY MEETINGS

Supervisors will conduct monthly safety meetings with their employees. The safety coordinator should provide supervisors with safety topics and discussion items each month. In addition to the safety topic, supervisors may discuss other items such as recent accidents and injuries, results of safety inspections, and revisions of safety policies and procedures.

Documentation will be maintained of each employee safety meeting. It should contain the subjects discussed as well as an attendance sheet.

Following the safety meeting, supervisors will observe employees performing job tasks associated with the safety topic item discussed in order to see whether or not they are following the safe procedures, they will be encouraged to continue to do so. Those found not following the procedure will receive correcting feedback.

When meetings are held periodically, there is always the danger that they will become dull and routine. We will continuously review and improve our meeting plans to prevent this from happening.

Supervisors will follow the below plan of action to ensure successful safety meetings are conducted:

Preparing for the Meeting

- A. Supervisors will conduct frequent inspections of the various areas and work practices and note any unsafe acts being performed or unsafe conditions that need to be corrected.
- B. Supervisors will select an unsafe act or condition to be used as a Safety Meeting topic for the benefit of all. A safety meeting can help identify and eliminate hazards before accidents occur.

Conduct the Meeting

- A. Supervisors will discuss only one topic per meeting.
- B. Allow employees to discuss why the situation occurs.
- C. Reach an agreement with employees on how to eliminate or control the situation.

Keep a Record of the Meeting

- A. Copies of the monthly safety meeting report forms will be sent to the Safety Coordinator. The supervisor should keep originals in his or her area.

16. SAFETY INSPECTIONS

Inspections provide an opportunity to survey the work place to detect potential hazards and correct them before an accident occurs. Typically, inspections are made to identify physical hazards at the worksite, however, the work practices of employees will also be observed during the inspections. Supervisors will observe employees to determine if they are performing their jobs in accordance with safe job procedures.

Continuous Monitoring

Safety is the responsibility of each and every employee. Continuous, informal inspections should be conducted by employees, supervisors, and maintenance personnel as part of their regular job responsibilities. These are the personnel who are most familiar with worksite operations and machinery. Our employees are a valuable source of information on work place hazards and we look to them for assistance in formulation practical workplace controls.

Supervisor must continually monitor their work areas. On a daily basis, they will check that:

- A. Employees are following safe work procedures.
- B. Machinery and tools are in good condition.
- C. Machine guards are in position.
- D. Material is stored properly.
- E. Aisles, walkways, and exit passageways are clear and accessible.

Periodic/Scheduled Safety Inspections

Periodic/scheduled inspections are formal, documented inspections that will be done on a regular basis at scheduled intervals. These inspections will be performed using prepared survey forms or checklists. Depending on the job tasks being performed and worksite conditions, they will be done weekly, monthly, quarterly, semi-annually, annually, or at other predetermined intervals.

FALL PROTECTION

All employees and visitors must be protected from fall hazards resulting from the construction process

All employees exposed to fall hazards must be protected from falls of 6 ft. or greater. This applies to all employees and excluded only when the employee has established that employees are inspecting investigating or assessing workplace conditions prior to the actual start of work or after the work has been completed.

Guardrails, nets, hole covers or personnel fall arrest equipment must be used to protect such fall exposure as:

1. Walking / working surfaces
2. Floor holes
3. Wall openings
4. Skylight openings
5. Work platforms / scaffolds
6. Steel erection

Anchorage points for fall protection must be able to support a 5000 lb pr worker attached.

Improper anchorage points are:

1. Conduit
2. Guardrails
3. Plumbing
4. Roof stacks, vents
5. Light fixtures
6. Ladders and scaffolding

All employees exposed to potential fall hazards must receive training in hazard recognition, fall protection measures, safety policy, how to properly wear and use fall personal fall arrest equipment, and proper anchorage points.

Stairways, Handrails and Ladders

1. Whenever there is a break in elevation of 19 inches or more a stairway, ramp, ladder or other safe means of access must be provided.
2. All stairways with 4 or more steps or rising more than 30 inches must have at least one standard handrail from the bottom to the top of the stairway. Each unprotected side must have a stair rail.

3. Stairways landings with unprotected sides and edges must be protected with standard guardrails.
4. Job made ladders must be constructed for their intent use. Cleats must be inserted into side rails $\frac{1}{2}$ inch, or filled blocks used. Cleats must be uniformly spaced every 12 inches.
5. No damaged ladder may be used.
6. Metal ladders may not be used near electrical sources here contact could occur.
7. Single rail ladders are prohibited.
8. Portable ladders must be set up so that the base of the ladder is set out at a distance from the wall equal to $\frac{1}{4}$ the working length of the ladder.
9. All workers must maintain a 3 point contact on ladders at all time. At no time may employees carry tools or materials up ladders.
10. Ladders must be tied off at the top wherever possible. At a minimum, portable ladders must have feet to prevent slippage at the bottom.
11. When ladders are used or access to an upper elevation, the side rails must extend a least 36 inches above the landing.
12. Stepladders must be opened fully with side braces locked. Under no circumstance, may employees work above the second rung from the top of stepladders.

Floor Holes

1. All floor holes over 2 inches in diameter that pose a fall or tripping hazard must be protected with guardrails or floor hole covers.
2. Where floor hole covers are used they must be strong enough to support 2 times the intended load of workers, material, and or equipment.
3. Floor hole covers must be secured with nails or screws to prevent accidental displacement.
4. Floor hole covers must be either color coded or marked with the work **HOLE OR COVER** to provide warning of the hazard.
5. When the floor hole cover is not in place, the hole or skylight must be protected by a standard guardrail system.

ABC CONSTRUCTION INC.

DRUG FREE PROGRAM

AN OPEN LETTER TO THE EMPLOYEES OF

ABC CONSTRUCTION INC

(Company Name)

We have come to recognize that substance abuse is an on-the job problem, as well a social problem, for all of us. We believe abuse of alcohol and use of illegal drugs endangers the health and safety of the abusers and of others around them.

This company has committed to creating and maintaining a drug-free workplace without jeopardizing the job security of valued, but troubled, employees, provided they are prepared to help us help them.

Our policy now formally states that substance abuse will not be tolerated during working hours or on the company premises, including job sites. This prohibition includes the possession, use or sale of illegal drugs or alcohol.

Employees who are found to be under the influence of illegal drugs or alcohol or who violate this policy in other ways are subject to disciplinary action, which may include termination. Because of the serious nature of these violations, each individual case will be thoroughly investigated to determine the appropriate course of action.

It is important that all of us work together to deal with substance abuse and other personal problems to make a safer and even more rewarding place to work.

Sincerely,

Jorge Gonzalez
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2013

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

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

PRODUCER	ILEANA CABRERA-RODRIGUEZ INS. AGENCY INC. 1925 PONCE DE LEON BLVD. CORAL GABLES, FL 33134	CONTACT NAME: DIANA BETANCOURT	FAX (A/C. No.): 305-529-2856	
		PHONE (A/C. No. Ext): 305-529-9886		
INSURED ABC CONSTRUCTION 7215 NW 7TH ST MIAMI, FL 33126		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : State Farm Mutual Automobile Insurance Company		26178
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR INSR NO/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		C14 5625-B01 025 6901-B01 035 3117-B01 063 7061-B01	08/01/2013 08/01/2013 08/01/2013 08/01/2013	02/01/2014 02/01/2014 02/01/2014 02/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER	CANCELLATION
THE CITY OF KEY WEST 3126 FLAGLER AVE KEY WEST, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/13

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PRODUCER Hemisphere Insurance Group 11401 SW 40 St Ste 340 Miami, FL 33185 Phone (305) 501-2801 Fax (305) 553-9010		CONTACT NAME: PHONE (A/C, Ho, Ext): (305) 501-2801 FAX (A/C, No): (305) 553-9010 E-MAIL ADDRESS: hemisphereinsgrp@aol.com	
INSURED ABC CONSTRUCTION INC 7215 NW 7 ST MIAMI, FL 33126 (305) 663-0322		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TRAVELERS INDEMNITY COMPANY	NAIC # 02520
		INSURER B: SCOTTSDALE INS COMPANY	03292
		INSURER C: CRUM & FOSTER	
		INSURER D: ROCKHILL INSURANCE COMPANY	
		INSURER E:	
		INSURER F:	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CPS1742861	04/14/2013	04/14/2014	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 POLLUTION LIMIT \$ 1,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		XLS0073711	04/14/2013	04/14/2014	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6FR13UB9862L113-13	12/19/2013	12/19/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
D	POLLUTION/ENVIRONMENTAL			ENVP002687-00	04/24/2013	04/24/2014	\$1,000,000

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

CERTIFICATE HOLDER

THE CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2013

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PRODUCER ILEANA CABRERA-RODRIGUEZ INS. AGENCY
INC.
1925 PONCE DE LEON BLVD.
CORAL GABLES, FL 33134



CONTACT NAME: DIANA BETANCOURT	
PHONE (A/C, No. Ext): 305-529-9966	FAX (A/C, No.): 305-529-2856
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED ABC CONSTRUCTION
7215 NW 7TH ST
MIAMI, FL 33126

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WMD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY			153-2531-B01	08/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY OWNED AUTOS			224-1098-B01	08/01/2013	02/01/2014	BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS			419-4787-B01	08/01/2013	02/01/2014	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS			912-5787-B01	08/01/2013	02/01/2014	PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED						<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	RETENTION \$						E.L. EACH ACCIDENT	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. DISEASE - EA EMPLOYEE	\$
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below							

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

CERTIFICATE HOLDER

THE CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2013

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

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


PRODUCER ILEANA CABRERA-RODRIGUEZ INS. AGENCY INC. 1925 PONCE DE LEON BLVD. CORAL GABLES, FL 33134 	CONTACT NAME: DIANA BETANCOURT PHONE (A/C No. Ext): 305-529-8866 E-MAIL ADDRESS:	FAX (A/C No.): 305-529-2856													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State Farm Mutual Automobile Insurance Company</td> <td>26179</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Mutual Automobile Insurance Company	26179	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED ABC CONSTRUCTION 7215 NW 7TH ST MIAMI, FL 33126															

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

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INER LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Eg occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		939-7970-B01	08/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER THE CITY OF KEY WEST 3126 FLAGLER AVE KEY WEST, FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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