

## City of Key West



Cemetery Sexton's House

Project # CE1002

Submitted  
By

Overholt Construction Corporation

July 17, 2013

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## Proposal Form

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

## PROPOSAL

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

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

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

### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

### CONTRACT EXECUTION AND BONDS

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

## CERTIFICATES OF INSURANCE

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

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

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Contractors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$ ___,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

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

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

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

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

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

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

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 240 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 \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

### ADDENDA

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

### SALES AND USE TAXES

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

### LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

**The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by trade and type of work and it shall be used as a basis for payment.**

(See Attached Schedule of Values)

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

1 EA \$ 11.86 \$ 7,311.00

2. Mobilization and Demobilization

1 LS \$ 10,000.00

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

1 LS \$ 6,783.00

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

1 LS \$ 516,743

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

1 LS \$ 25,764.00

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

1 LS \$ 50,000.00

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 6 \$ 616,601.00

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

**PROPOSAL CONTINUES ON NEXT PAGE**

**ADD /ALTERNATE**

1. DELETE Metal Shingle Roof, ADD Slate Roof

1      LS      \$ 38,335.00

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

1      LS      \$ 3,000.00

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

Total of lump sum items 1 & 2 \$ Forty One Thousand Three Hundred Thirty Five dollars and zero cents

Dollars & \$41,335.00 Cents  
(amount written in words)

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

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

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

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

On-site Super Vision \$30,000.00

Rough Carpentry \$15,000.00

General Labor \$10,000.00

**Demolition** \$7,500.00

## 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:

### Barracuda Builders of Key West, Inc

Name

5601 3rd Ave \_\_\_\_\_, Key West \_\_\_\_\_, FL \_\_\_\_\_, 33040  
Street \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

### Shawn Hudgins Plumbing

Name

5607 3rd Ave \_\_\_\_\_, Key West \_\_\_\_\_, FL \_\_\_\_\_, 33040  
Street \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

### Electric Technologies Kristof

Name

P.O. Box 2028 \_\_\_\_\_, Key West \_\_\_\_\_, FL \_\_\_\_\_, 33040  
Street \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

### John Rogers Roofing Inc.

Name

P.O. Box 430-829 \_\_\_\_\_, Big Pine Key \_\_\_\_\_, FL \_\_\_\_\_, 33043  
Street \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

SURETY

Fidelity and Deposit Company of Maryland \_\_\_\_\_ whose address is

1400 American Lane, Tower 1 18th Floor \_\_\_\_\_, Schaumburg \_\_\_\_\_, IL \_\_\_\_\_, 60196  
Street \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

BIDDER

The name of the Bidder submitting this Proposal is

Overholt Construction Corporation \_\_\_\_\_ doing business at

91760 Overseas Highway \_\_\_\_\_, Tavernier \_\_\_\_\_, FL \_\_\_\_\_, 33070  
Street \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

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

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

Craig Overholt \_\_\_\_\_, President \_\_\_\_\_

Rod Overholt \_\_\_\_\_, Vice President \_\_\_\_\_

Neal Pocquette \_\_\_\_\_, Vice President of Finance and Administration \_\_\_\_\_

If Sole Proprietor or Partnership

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

N/A  
Signature of Bidder

Title \_\_\_\_\_

If Corporation

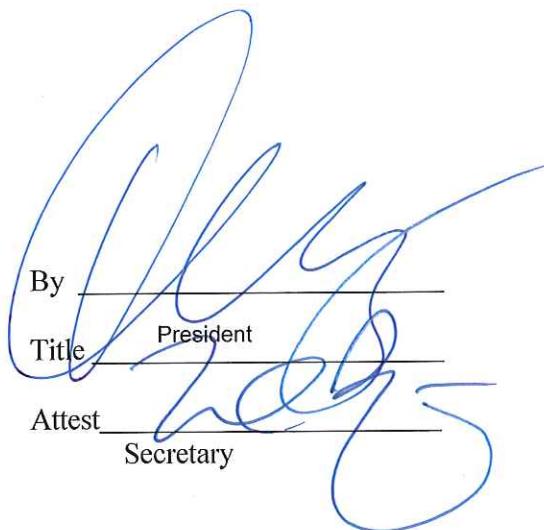
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 16 day of July 2013.

(SEAL)

Overholt Construction Corporation

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_  
Title \_\_\_\_\_ President \_\_\_\_\_  
Attest \_\_\_\_\_  
Secretary \_\_\_\_\_



### EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

Florida Keys Electrical CO-OP

Irving Eyster Museum

Vacuum Station 1

Vacuum Station J/K

Ocean Reef Front Gate

See Attached Relevant Projects

\*\*\*\*\*

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$5 % Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Overholt Construction Corporation

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

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

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

in the State of Illinois

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

City of Key West

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

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

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

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

**CEMETERY SEXTON'S HOUSE CE1002**

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

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

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

PRINCIPAL

Overholt Construction Corporation

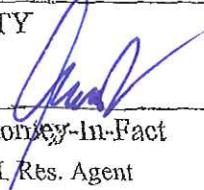
By

  
Neal S. Pocquette  
Vice President of Finance  
and Administration

Fidelity and Deposit Company of Maryland

SURETY

By

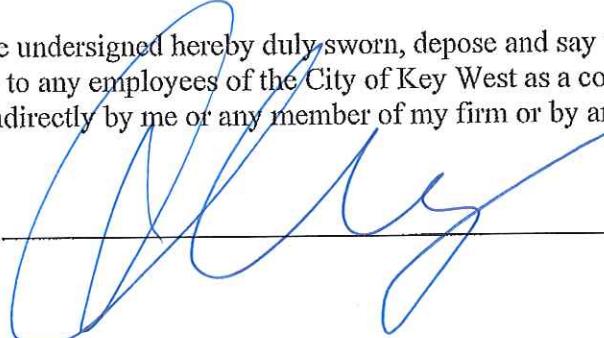
  
William L. Parker  
Attorney-In-Fact  
& FL Res. Agent

William L. Parker

STATE OF Florida)  
COUNTY OF Monroe)

: ss

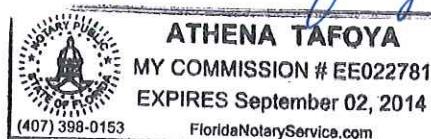
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this 16<sup>th</sup> day of July, 2013.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*

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

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

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

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

ATTEST:

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



By: Eric D. Barnes

Assistant Secretary  
Eric D. Barnes

State of Maryland  
City of Baltimore

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

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

Constance A. Dunn



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

**ANTI – KICKBACK AFFIDAVIT**

STATE OF Florida )  
COUNTY OF Monroe ) : SS  
                          )

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

By: \_\_\_\_\_

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

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*

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

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

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_

Key West Cemetery Sexton's House Project # CE1002

2. This sworn statement is submitted by \_\_\_\_\_  
(name of entity submitting sworn statement)

Overholt Construction Corporation

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

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement \_\_\_\_\_  
N/A

3. My name is \_\_\_\_\_  
(please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_  
President

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

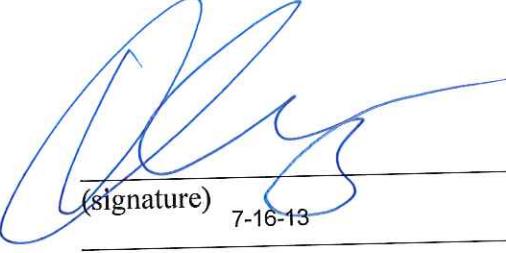
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

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

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

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

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

  
(signature) 7-16-13  
(date)

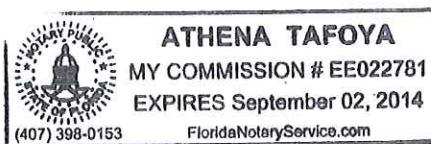
STATE OF Florida  
COUNTY OF Monroe

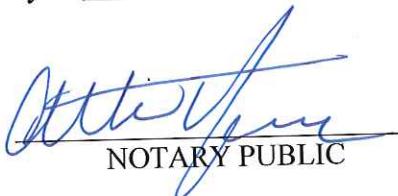
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

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

My commission expires:



  
NOTARY PUBLIC

## INDEMNIFICATION

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

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

CONTRACTOR: Overholt Construction Corporation

SEAL:

91760 Overseas Highway, Suite 200, Tavernier, FL 33070

Address

Signature

Craig Overholt

Print Name

President

Title

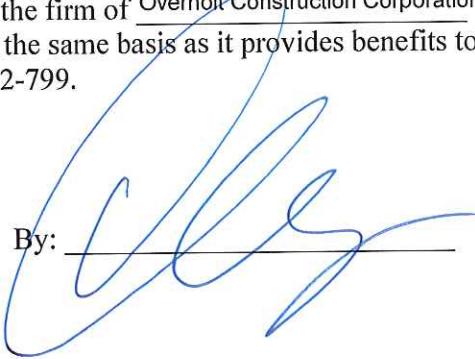
7-16-13

DATE:

**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 Overholt Construction Corporation 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: 

Sworn and subscribed before me this

\_\_\_\_ 16 day of July, 2013.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



## BIDDER'S CHECKLIST

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

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

2.0



## Addendums



## THE CITY OF KEY WEST

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

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

June 28, 2013

To All Bidders,

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

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

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

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



**Signature**

Overhaul Construction Corp.

**Name of Business**



## THE CITY OF KEY WEST

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

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

July 8, 2013

To All Bidders,

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

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

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

  
\_\_\_\_\_  
Signature

Overholt Construction Corp.  
Name of Business

3.0



## Schedule of Values

Experience in South Florida Since 1948

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

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

Alternate 1 add \$38,335.00

Alternate 2 add \$3,000.00

## Licensing



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

## David Malek

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

David,

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

---

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

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

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

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

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

[kpita@keywestcity.com](mailto:kpita@keywestcity.com)

**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

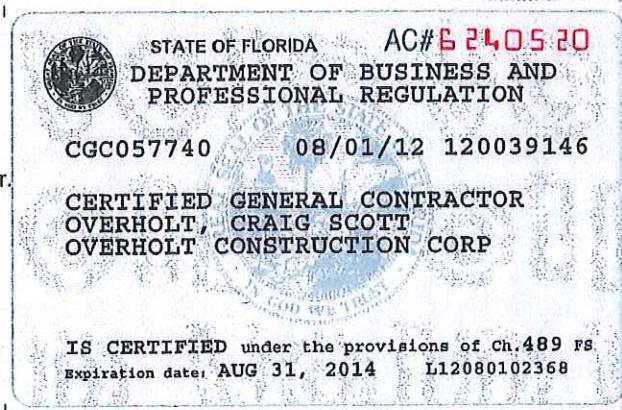
(850) 487-1395

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

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

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

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



DETACH HERE

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

**AC# 6240520****STATE OF FLORIDA**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12080102368

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

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

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

RICK SCOTT  
GOVERNORKEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

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

RECEIPT# 30140-82647

Business Name: OVERHOLT CONSTRUCTION CORP

Owner Name: CRAIG, ROD E & RODNEY OVERHOLT, JOHN  
Mailing Address: 10460 SW 187TH TERR  
MIAMI, FL 33157

Business Location: MO CTY  
KEY WEST, FL 33040  
Business Phone: 305-367-1069  
Business Type: CONTRACTORS (GENERAL CONTRACTOR)

Rooms	Seats	Employees	Machines	Stalls
-------	-------	-----------	----------	--------

9

STATE LICENSE: CGC057740

For Vending Business Only					
Vending Type:					

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

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

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

5.0



## Relevant Projects

**Project: Florida Keys Electric Cooperative Headquarters**

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

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

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

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



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

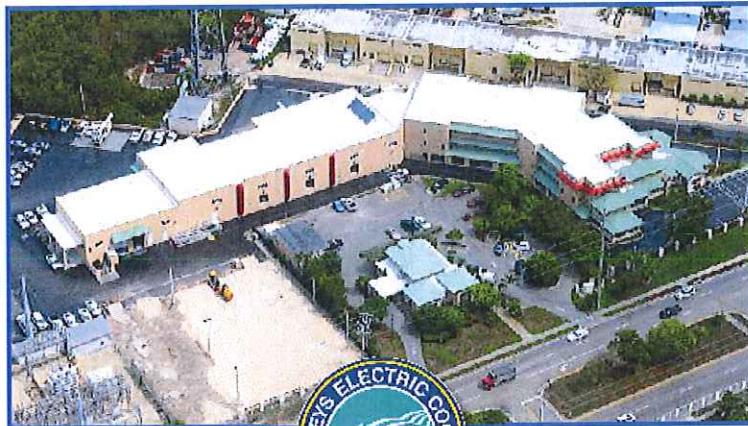


photo by Aerial Photography, Inc.



**STORM HARDENED  
TAVERNIER OPERATIONS CENTER**

**OVERVIEW OF KEY FEATURES**

**JUNE 2009**

**STORM HARDENED TAVERNIER OPERATIONS CENTER****Quick Facts**

photo by John Stuart



photo by Aerial Photography, Inc.



photo by John Stuart

**Construction Details:**

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

**The new Operations Center replaces four structures:**

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

**Funding Capital Projects:**

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

**Energy Efficiency & Conservation**

photo by John Stuart



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

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

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

## STORM HARDENED TAVERNIER OPERATIONS CENTER



### Hurricane Preparedness & Survivability



#### Reinforced & Elevated:

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

#### Able to Stand Alone for 72 Hours:

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

#### Able to House & Feed Crews:

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

### Operational Efficiency & Safety



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

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

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

Visit [www.FKEC.com](http://www.FKEC.com) to watch a guided video tour by CEO Scott Newberry

## Funding Capital Projects

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



Cost of New Operations Center:

**0.75 cent  
out of every electric bill dollar**

### Storm-Hardened Operations Center

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



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

Mile Marker 91.6 Bayside • 305-852-2431 • [www.FKEC.com](http://www.FKEC.com)

**Florida Keys Electric Cooperative  
91630 Overseas Highway  
Tavernier FL 33070**

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

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

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

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

**Year Built: 2012**

**GMP Amount: \$3,464,000**

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



**Project: Vacuum Station I, Key Largo**

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

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

**Year Built: 2010**

**GMP Amount: \$962,000**

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



**Project: Vacuum Station J/K, Key Largo**

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

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

**Year Built: 2011**  
**GMP Amount: \$962,000**

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



**Project: Guard House at Ocean Reef Club, Key Largo**

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

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

**Year Built: 2007**  
**800 Square Feet**  
**GMP Amount: \$832,000**

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

