

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


BID

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: BAYVIEW PARK RESTROOM CONSTRUCTION
Project: ITB #11-006

BIDDER'S INFORMATION

Name: MICHAEL G. HOLDER, INC.
Address: 7441-2 SILVERLAKE TER.
JACKSONVILLE, FL 32216

Contact Name: JASON HOLDER
Email: jholder@mgholderinc.com
Telephone: 904-721-7676
Fax: 904-721-7685

Signature:  **Date:** 2/16/11

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 twenty (20) 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 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 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 two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3,
, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued

are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM PRICE 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 Lump Sum on the Bid Form. The Bidder agrees that the Lump Sum 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.

BID FORM
ITB #11-006: BAYVIEW PARK RESTROOMS CONSTRUCTION

TOTAL BID PRICE

\$ 219,297.74

Total Bid Total in Words

TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED NINETY SEVEN
DOLLARS AND SEVENTY FOUR CENTS

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 sufficient.

SEE ATTACHED SHEETS

Michael G. Holder, Inc

Detail Cost Estimate and Cost Codes

Project: Bayview Park		Location:		Area		Job No.:		Project	
Cost Code	Qty	Units	Description	UC LABOR	TOTAL LABOR	UC MATERIAL	TOTAL MATERIAL	Unit Sub	TOTAL L/M/S
DIVISION 2 SITE									
Div 2 SITEWORK									
	1	ea	Permits		2980.00			2980.00	2,980
	450	sf	Termite Control					0.75	338
	1	ls	Tree Protection					500.00	500
	1	ls	Asphalt Repair					1000.00	1,000
	200	lf	Fence Rental					10.00	2,000
	40	lf	Fence Repair					10.00	400
DIVISION 3 C									
Div 3 CONCRETE WORK									
	1	ls	Concrete Slab, Sidewalks, Masonry and Footings					53265.00	53,265
DIVISION 6									
Div 6 Wood & Plastics									
Materials (RecBld)									
	1	ls	Framing Labor and Material					12100.00	12,100
	10	sq	Roofing					586.85	5,869
	1000	sf	Insulation					1.50	1,500
									7,218
									53,265

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: Electric

Name: FL Keys Electric Inc.

Address: 5730 2nd Ave Key West FL 33040

Portion of Work: ~~Garage~~ Plumbing

Name: Garys Plumbing

Address: 6409 2nd Terr. Suite 1 Key West FL 33040

Portion of Work: Concrete, Block

Name: Bella Construction

Address: 111 U.S. Highway 1 #110 Key West 33040

BIDDER

The name of the Bidder submitting this Bid is: MICHAEL G. HOLDER, INC.

Doing business at 7441-2 SILVERLAKE TER.

City JACKSONVILLE State FL Zip 32216

Telephone No. 904-721-7676

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>MICHAEL HOLDER</u>	<u>PRESIDENT</u>
<u>PAULETTE HOLDER</u>	<u>SECRETARY</u>
<u>JASON HOLDER</u>	<u>VICE PRESIDENT</u>

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 16th day of FEBRUARY, 2011.

(SEAL)

Name of Corporation

By: 

Title: VICE PRESIDENT

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2011.

Signature of Bidder _____

Title _____

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

PROJECT ITB #11-006: ADD DOCUMENT NAME HERE

**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.

ITB-11-006 for
BAYVIEW PARK RESTROOM CONSTRUCTION

2. This sworn statement is submitted by

MICHAEL G. HOLDER, INC.

(Name of entity submitting sworn statement)

whose business address is

7441-2 SILVERLAKE TER
JACKSONVILLE, FL 32216 and (if

applicable) its Federal Employer Identification Number (FEIN) is

59-2906901 (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement.)

3. My name is JASON HOLDER and my
relationship to

(Please print name of individual signing)

the entity named above is VICE PRESIDENT.

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

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

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

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

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

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

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

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

There has been a proceeding concerning the conviction before a hearing of the State

of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

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

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

J.P. Holder
(Signature)
2/15/2011
(Date)

STATE OF FLORIDA
COUNTY OF DUVAL

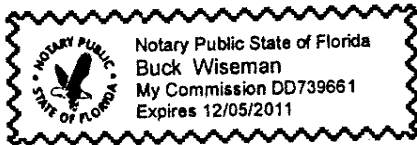
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JASON HOLDER who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 15th day of FEBRUARY, 2011.

My commission expires: 12-5-2011
Buck Wiseman

NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #11-006 : ADD DOCUMENT NAME HERE

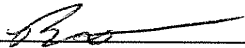
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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: 

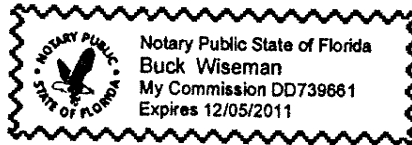
Sworn and subscribed before me this

15th day of FEBRUARY, 2011.



NOTARY PUBLIC, State of Florida at Large

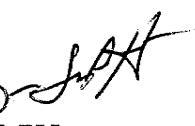
My Commission Expires: 12-5-2011



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

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

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



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

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

Phone: _____
 Fax: _____

Length of time at this address _____

 Signature of Authorized Representative _____ Date _____

STATE OF _____
 COUNTY OF _____

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

By _____, of _____
 (Name of officer or agent, title of officer or agent) Name of corporation
 acknowledging)

or has produced _____ as identification
 (type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

Return Completed form with
 Supporting documents to:
 City of Key West Purchasing

ADDENDUM NO. 1
Bayview Park Restroom Construction

To All bidders:

The following is hereby made a part of ITB 11-006 – Bayview Park Restroom Construction as fully as completely as if the same were fully set forth therein:

Bayview Park Restrooms Site Location “C”

Bayview Park Restrooms A1

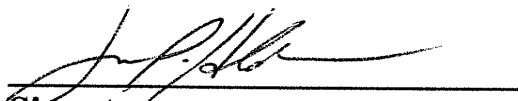
Bayview Park Restrooms A2

Bayview Park Restrooms A3

Bayview Park Restrooms A4

Page 84 – 88 in original documents have been replaced with the attached pages 1-6.

All bids shall acknowledge receipt and acceptance of their Addendum No. 1 by acknowledging Addendum in their bid 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



**ADDENDUM 2:
ITB #11-006 BAYVIEW PARK RESTROOMS CONSTRUCTION**

To all general contract bidders of record on the Work titled:

**BAYVIEW PARK RESTROOMS
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-006 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

The following clarifications and/or modifications address issues raised at the mandatory pre-bid conference held on site, February 2, 2011:

ITEM #1: EXISTING SITE CONDITIONS

It was disclosed by City Staff that a cistern exists on site under the proposed building location. The cistern is approximately 20 feet square and 8 feet deep, constructed of concrete with walls and bottom of 12 to 18 inches thick. The cistern was filled, but not compacted. Include amounts in your bid to cover the following.

- a) Auger pile foundations must penetrate 36" into cap rock. Assume that all augers will extend 15 feet below the grade surface. The 3 foot penetration is required and actual auger depths will be determined by this criteria, either more or less as needed.
- b) It is assumed that the cistern bottom is solid. In order to minimize the potential for sub grade degradation, provide 2 auger holes within the building perimeter that punch through the cistern bottom that will facilitate drainage of any water buildup under the slab. Backfill the holes below the concrete with ¾" plus aggregate.
- c) In order to minimize impact on the site from the extension of underground utilities, run water, sewer and electric from the street under the existing basketball courts to the new building. Patch back all asphalt surfaces.
- d) Protection of existing trees, including roots and canopies will be required in accordance with all City regulations. Fully coordinate all requirements with City Landscape Coordinator, Cynthia Domenech-Coogle.

ITEM #2: PLUMBING

- a) Run a new 2" water line, meter, and RPZ from the street to the building.
- b) All underground water services piping to the building may be CPVC. All waterlines within the building shall be Type "L" copper as specified.

ITEM #3: SIGNAGE

The only signage required are the 6 unisex ADA accessible restroom signs shown on the drawings.

ITEM #4: ACCESSORIES

The City will provide paper towel dispensers, soap dispensers and toilet paper holders to be installed by the Contractor. All other accessories will be furnished and installed by the Contractor as shown on the drawings.

ITEM #5: EXTERIOR WALL FINISH

Finish exterior masonry walls with a 3 coat stucco finish. Other finishing specifications, including painting with the specified Loxon paint system shall remain.

ITEM #6: DOORS AND DOOR FRAMES

Delete grilles in doors. A F.B.C approved N.O.A. will be required. A review of Miami Dade N.O.A.'s indicates that most fiberglass doors were tested using wood frames. Some were tested with fiberglass frames. Steel frames are typically tested with steel doors. Since tests are conducted as an assembly, the door and frame must be installed in accordance with the N.O.A. The City desires as low a maintenance installation as possible. Therefore, use of a fiberglass frame will be acceptable in lieu of stainless steel as shown. The City's first choice, if available, is a fiberglass door in a stainless steel frame. The lockset must be stainless steel, key lockable from the outside and automatically unlocks upon exit. Schlage L9496, privacy with "Occupied" indicator. Lever retracts latch bolt from either side. Deadbolt thrown or retracted by key outside (retraction by key required in the event of an emergency) or inside thumb turn. Throwing deadbolt locks outside knob/lever and displays "Occupied" plate. Rotating inside knob/lever simultaneously retracts both deadbolt and latch bolt and unlocks outside knob/lever. Inside lever is always free for immediate egress. Provide ADA threshold. No weather stripping is required.

ITEM # 7: SITE SAFETY:

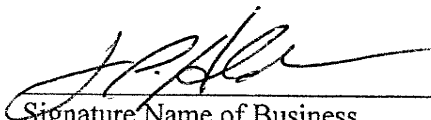
All work conducted on City property require the use of Best Management Practices. Safety procedures for this project are in accordance with OSHA regulations. A six (6) foot chain link fence with gate is required to secure the perimeter of the site.

ITEM #8: END STATE:

At the conclusion of the project, all grounds, vegetation, sidewalks, basketball court will be restored to at least the preconstruction condition.

END OF ADDENDUM No. 1

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

 Signature Name of Business *Michael G. Holder, Inc.*



**ADDENDUM 3:
ITB #11-006 BAYVIEW PARK RESTROOMS CONSTRUCTION**

To all general contract bidders of record on the Work titled:

**BAYVIEW PARK RESTROOMS
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-006 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

ITEM #1: CONTRACTORS INFORMATIONAL SHEET FOR TREES AND CONSTRUCTION

Sec. 108-447(b) During the construction stage of development, the developer shall not cause or allow the cleaning or storage of equipment or material, within the dripline of any tree or groups of trees to be maintained. The developer shall provide and maintain protective barriers, in a form to be approved by the landscape coordinator, around all landscaping existing on site prior to construction. The developer shall not cause or allow the disposal of waste material such as paint, oil, solvents, asphalt, concrete, mortar or any other material harmful to the life of a tree within the dripline of any tree or groups of trees.

1. Trees to be protected shall be centered within protective barrier
2. Protective barrier shall be enlarged when necessary to enclose all exposed roots.

Sec. 108-454. (a) *Attachments to trees prohibited.* It shall be unlawful to attach anything to a tree trunk or stem having a diameter of six inches or more, other than protective wires, braces or other similar noninjurious materials.

(b) *Excessive cut and/or fill.* It shall be unlawful to remove any material or ground within the dripline of a tree which is necessary for the growth of the subject tree. Also, when raising the existing grade of a site, it shall be unlawful to raise the grade within the tree's dripline more than six inches without incorporating retaining walls to preserve the tree's root system.

Sec. 110-366. Protective barricades; performance bond.

All trees on a site shall be protectively barricaded before and during construction activities. The minimum barricading shall be subject to review by the city landscape division. Upon a vote of the tree commission, a performance bond in addition to a protective barricade may be required from the agent or owner for any tree protection, removal or transplanting to guarantee protection of a tree or to ensure restoration of an equivalency. The amount of such bond shall be based on the equivalent value of the tree specifically covered. Any bond required for a protected tree shall be four times the equivalent value for that tree, but in no event shall exceed \$5,000.00.

Protective barricades shall be in place and inspected prior to commencement of work.

Mulch Protection for Exposed and Subsurface Roots

Cover root systems with either 5" of mulch and sheets of plywood or 10" of mulch. Mulch and or plywood shall be continuous and maintained in perpetuity of job.

An International Society of Arboriculture (ISA) Certified Arborist is required to be onsite at all times during work within the dripline of a tree. Certified Arborist shall repair any damage including corrective damage to roots exposed during trenching or damages to any portion of trees, i.e., roots, trunk, branches and/or canopy.

ITEM #2:

Q: In order to save money, can the new Electrical Service Feed come from the existing 400 amp Panel that is adjacent to the New Restroom Area? According to the electrician, this existing Panel has plenty of Power for this New Structure.

A: NEW SERVICE IS REQUIRED

ITEM #3:

Q: Additionally, can the Electrical Meter be relocated to the Rear Side of the Structure to minimize this Run?

A: YES

ITEM #4:

Q: There are no Water Supply Lines shown on these Plans. Please specify the size of the Water Lines required for this project.

A: Run a 2" line from the street to the building with RPZ and RPZ cage . The specified Sloan flush valve has a 1" I.P.S. supply, the faucet set connection is 1/2". Comply with the manufacturer's requirements for installation.

ITEM #5:

Q: Will these details be needed in order to obtain a Building Permit?

A: No, the city requires waste riser diagrams but not water line schematics.

Q: If so, will this service be provided by the City?

A: If required by the building department, Bender will provide them.

Q: If not, will there be additional time granted in order to produce these drawings?

A: No.

ITEM #6:

Q: What size Water Meter is required for this Project?

A: FKAA determines the meter size.

ITEM #7:

Q: Will the Contractor need to Cover any Impact Fees for this Project?

A: No, the specifications state that the owner pays impact fees and the contractor pays permit fees.

ITEM #8:

Q: Sheet A3 shows Ceramic Tile at Walls and Floors. Please confirm desired finish at both the Interior Walls and the Floor.

A: Tile finishes are called out on the notes on sheet A-3, floor plan 1/ A-3.

ITEM #9:

Q: Will the 5-V Crimp Metal Roof be **Galvalume** . If this Metal Roof is painted in the Field, will this violate any warranty criteria.

A: **That depends on the manufacturer.**

ITEM #10:

Q: In order to save money on the Gable End Walls, can we run the 8" CMU Block up through the Gable End and cap it with the 8" x 16" Raked Tie Beam?

A: **Yes, this is an acceptable substitution.**

ITEM #11:

Q: Sheet SP1 shows 4" thickness Compacted Aggregate Course while Sheet A3 shows 6" thickness. Please confirm the Minimum Thickness of this Compacted Aggregate Base Course.

A: **See General Note #4 on the cover sheet.**

ITEM #12:

Q: If the asphalt basketball court is disturbed, can we use Cold-Patch Asphalt as a Repair?

A: **Hot patch only and installed as per manufacture specification.**

ITEM #12: GRAB BARS

Q: What type of Grab Bars are required?

A: **See attached technical data sheet. Owner is not specifying manufacturer, but rather specifications.**

Q: How many Grab Bars per Bathroom?

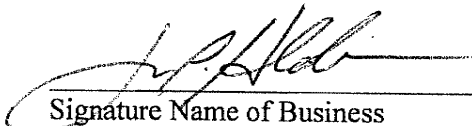
A: **See attached technical data sheet. Owner is not specifying manufacturer, but rather specifications.**

Q: What size Grab Bars?

A: **See attached technical data sheet. Owner is not specifying manufacturer, but rather specifications.**

END OF ADDENDUM No. 3

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 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.

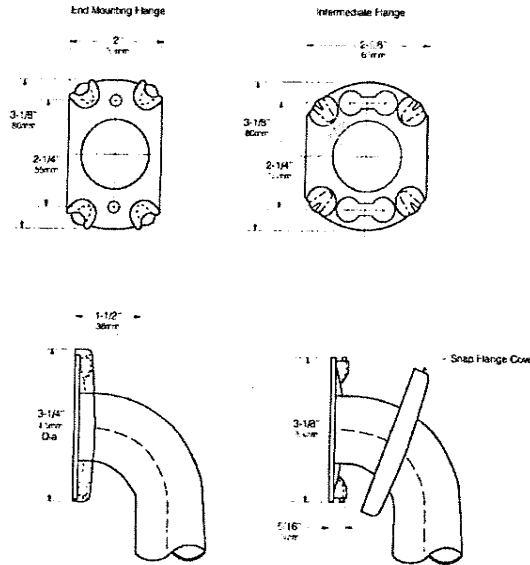

Signature Name of Business Michael G. Horner, Inc.



1½" (38mm) DIAMETER STAINLESS STEEL GRAB BARS WITH SNAP FLANGE

B-6806 SERIES

Specify Finish Required: Satin finish
 Satin finish with peened gripping surface; add suffix .99 to model number



<p>HORIZONTAL</p>	<p>VERTICAL</p>	<p>TWO-WALL WHEELCHAIR TOILET COMPARTMENT</p>
<p>B-6806 x 12, 18, 24, 30, 36, 42, 48</p>		
<p>HORIZONTAL TUB BATH 24 x 36</p>	<p>HORIZONTAL TWO-WALL BAR for Shower Stall</p>	<p>TWO-WALL TOILET COMPARTMENT BAR 42 x 54</p>
<p>B-68616</p>	<p>B-6861</p>	<p>B-6897</p>

continued ...

The illustrations and descriptions herein are applicable to production as of the date of this Technical Data Sheet. The manufacturer reserves the right to, and does from time to time, make changes and improvements in designs and dimensions.

MATERIALS:

Grab Bar — 18-8 S, type-304, 18-gauge (1.2mm) stainless steel tubing with satin-finish. 1-1/2" (38mm) outside diameter. Ends are heliarc welded to flanges. Clearance between the grab bar and wall is 1-1/2" (38mm).

Concealed Mounting Flanges — 18-8 S, type-304, 1/8" (3mm) thick, stainless steel plate; end flanges 2" x 3-1/8" (50 x 80mm) with two holes for attachment to wall. Intermediate flanges 2-5/8" x 3-1/8" (65 x 80mm) wide x 3-1/8" (80mm) diameter.

Snap Flange Covers — 18-8 S, type-304, 22-gauge (0.8mm) drawn stainless steel with satin-finish. 3-1/4" (85mm) diameter x 1/2" (13mm) deep. Each cover snaps over mounting flange to conceal mounting screws.

STRENGTH:

Bobrick grab bars that provide 1-1/2" (38mm) clearance from wall can support loads in excess of 900 pounds (408kg) if properly installed. Other grab bar configurations can support loads in excess of 250 pounds (113kg) if properly installed, complying with barrier-free accessibility guidelines (including ADAAG in the U.S.A.) for structural strength

Warning: *Grab bars are no stronger than the anchors or walls to which they are attached and, therefore, must be firmly secured in order to support the loads for which they are intended.*

INSTALLATION:

Provide concealed anchor device or backing as specified or required in accordance with local building codes before wall is finished. Fasten concealed mounting flanges to anchor device or backing with two screws in each flange. Snap flange covers over each mounting flange to conceal mounting screws. Concealed anchor devices and mounting screws are not included with Bobrick grab bars and must be specified as an accessory.

For Grab Bars with an Intermediate Flange(s), Pull Snap-Flange Covers away from mounting flanges. Place grab bar in desired mounting location. Use intermediate flange as a template to mark location of mounting screws at intermediate flange only. Mark screw locations at the center of the slot in the middle of the double-keyhole shaped mounting holes (2) in the intermediate flange. Remove grab bar from wall. Drive the intermediate flange mounting screws into wall at marked locations. **Note:** Make sure to leave a space of just over 1/8" (3.17mm) between the underside of the screw head and the wall. Install grab bar on the wall by placing the round ends of the intermediate flange double-keyhole shaped mounting holes over the mounting screws (2) are located in the middle of the flange slots. Install the mounting screws into the wall at the end flanges and secure tightly. Tighten the mounting screws at the intermediate flange. Press all snap-flange covers into place to conceal mounting flanges.

Note: Recommend use of 1/4" or #14 (M6.3) sheet metal or wood screws to install Intermediate Flange. #12 (M5.5) screws may also be used.

Important Notes:

1. **Mounting Kits** — Bobrick has a selection of mounting screws and fasteners available for different types of installations; one Bobrick mounting kit is required for each flange.

Mounting Kit No.	Description
252-30	Consists of (3) #14 x 2 1/2" (M6.3 x 64mm) type-304 stainless steel, Phillips round-head, sheet-metal screws.
2521-30	Consists of (3) 1/4"-20 x 3 1/2" (M6.3-1 x 89mm) type-304 stainless steel, Phillips round-head, machine screws with plated-steel toggle nuts.
2522-30	Consists of (3) 1/4"-20 x 2" (M6.3-1 x 51mm) type-304 stainless steel, Phillips round-head, machine screws with metal expansion shields.

2. **Grab Bar Fastener** — Bobrick has a grab bar fastening system that secures all Bobrick grab bar series; one Bobrick fastener is required for each flange. Install grab bar without backing in wall requires minimum 5/8" (16mm) thick painted or tiled drywall.

WingIt™ Fastener No.	Description
251-4	Consists of (3) 10-32 x 5/16" round-head, Phillips 18/8 stainless steel screws. (1) WingIt grab bar fastener.

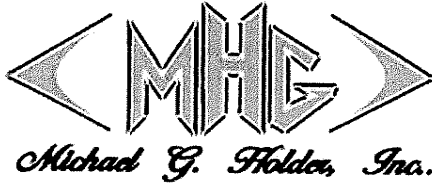
3. **Optional Anchor Device** — Bobrick grab bar anchor device includes stainless steel machine screws to be used for attaching grab bars to anchors. one Bobrick concealed anchor device is required for each flange.

Optional Anchor No.	Description
2583	Anchor for 3/4" to 1" (19-25mm) panel 1 anchor required for each flange.
2586	Anchor for 1/2" to 1" (13mm) panel 1 anchor required for each flange.

SPECIFICATION:

Grab bar shall be type-304 stainless steel with satin-finish. Grab bar shall have 18-gauge (1.2mm) wall thickness and 1-1/2" (38mm) outside diameter. Clearance between the grab bar and wall shall be 1-1/2" (38mm). Concealed mounting flanges shall be 1/8" (3mm) thick stainless steel plate, 2" x 3-1/8" (50 x 80mm), and equipped with two screw holes for attachment to wall. Flange covers shall be 22 gauge (0.8mm), 3-1/4" (85mm) diameter x 1/2" (13mm) deep, and shall snap over mounting flange to conceal mounting screws and/or WingIt fasteners. Ends of grab bar shall pass through concealed mounting flanges and be heliarc welded to form one structural unit. Grab bar shall comply with barrier-free accessibility guidelines (including ADAAG in the U.S.A.) for structural strength. Manufacturer's service and parts manual shall be provided to the building owner/manager upon request.

Grab Bar shall be Model _____ (insert model number) of Bobrick Washroom Equipment, Inc., Clifton Park, New York; Jackson, Tennessee; Los Angeles, California; Bobrick Washroom Equipment Company, Scarborough, Ontario; Bobrick Washroom Equipment Pty. Ltd., Australia; and Bobrick Washroom Equipment Limited, United Kingdom.



Design - Build • Construction Services

Professional Engineer

P.E. # 18215 - CBC # 044724


Office: (904) 721-7676

Fax: (904) 721-7685

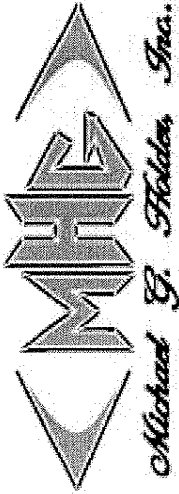
7441 - 2 Silver Lake Terrace Jacksonville, FL 32216

To: City of Key West
From: Michael G. Holder, Inc.
Date: 2/16/2011

Michael G. Holder, Inc. has not been involved in any legal action in the last three (3) years and is not currently involved in any legal action.



Jason Holder, Vice President



Design - Build • Construction Services
Professional Engineer

P.E. # 18316 - CIVIL # 040734

Office: (904) 721-7678
Fax: (904) 721-7695
7441 - 2 Silver Lake Terrace Jacksonville, FL 32216

WORK COMPLETED

Contract Description and Location	Contract Price Incl. Approved Change Orders	Date		Contact	Phone
			Yr.		
Esacmbia County Shelters - Various Locations	\$ 1,500,000.00		2001	Kenny Shelby	850-475-5220
Pulte: Wolf Creek	\$ 805,000.00		2004	Shawn Budd	904-588-8555
Pulte: Sweetwater	\$ 280,626.32		2005	Shawn Budd	904-588-8555
Pulte: Mallory Creek Pool Cabana	\$ 209,394.44		2008	Rick Covell	561-222-6669
Pulte: Riverwood North Amenity	\$ 1,000,860.34		2008	Shawn Budd	904-588-8555
Pulte: Flagler Station Hardscaping	\$ 280,626.32		2008	Shawn Budd	904-588-8555
Pulte: Riverwood Welcome Center	\$ 3,218,074.85		2007	Shawn Budd	904-588-8555
Lennar: Las Calinas Amenity Center	\$ 1,752,324.42		2008	Brett Godard	904-247-7729
Lennar Oakleaf Amenities and Signs	\$ 1,699,788.40		2008	CH Swan	904-262-4443
Rolling Hills CDD: Swim and Fitness Club	\$ 3,737,557.78		2009	Steve Andersen	904-509-6445
Toll Brothers: Coastal Recreation Center	\$ 2,101,000.00		2009	Steve Merten	904-217-0739

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that, Michael G. Holder Inc. as Principal, hereinafter called the Principal, and Merchants Bonding Company a corporation duly organized under the laws of the State of Iowa as Surety, hereinafter called the Surety, are held and firmly bound to City of Key West as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT (5%) OF AMOUNT BID

Dollars(5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bayview Park Restroom Construction

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 16th Day of February 2011

[Signature]

Michael G. Holder Inc.

[Signature]

Merchants Bonding Company

[Signature] (Witness)

[Signature] (Surety) (Seal) Attorney in Fact (Title)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Fitzhugh K. Powell, Jr., Robert T. Theus, Roger R. Hurst, Susan W. Jordan, Walter N. Myers,
Benjamin Powell

of Jacksonville and State of Florida its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000.00) DOLLARS

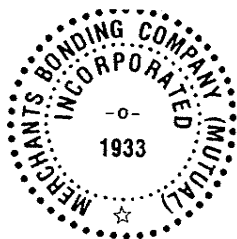
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - 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, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 29th day of October, 2010.



MERCHANTS BONDING COMPANY (MUTUAL)

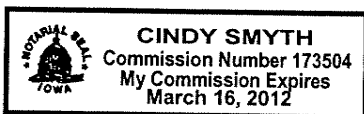
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 29th day of October, 2010, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



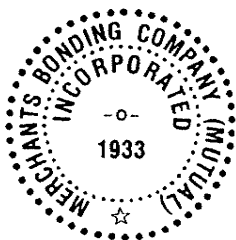
Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 16th day of February, 2011.



William Warner Jr.
Secretary