

## PROPOSAL

**To:** The City of Key West  
**Address:** 3126 Flagler Ave, Key West, Florida 33040  
**Project Title:** Key West City Hall at Glynn Archer, Phase 2 - New Construction & Major Renovation  
**Project:** RFP # 001-15

### PROPOSER,S INFORMATION

**Company Name:** Burke Construction Group, Inc.

**Address:** 3210 Flagler Ave.

Key West, FL 33040

**Contact Name:** David Martinez

**Email:** dmartinez@bcgconstruction.net

**Telephone:** (305) 468-6604

**Fax:** (305) 468-6654

**Signature:**  **Date:** 10/22/14

## **PROPOSER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Proposer, 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 City, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer 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 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.

The Proposer 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, City, and other sources in arriving at his/her conclusions.

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

## **CERTIFICATES OF INSURANCE**

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

## **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Proposer further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Price and accepted alternates, in all respects, for this particular project, within four hundred ten (410) calendar days after the date of the Notice to Proceed.

## **LIQUIDATED DAMAGES**

In the event the Proposer 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 City at the rate of two thousand five hundred dollars (\$2,500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

## **ADDENDA**

The Proposer hereby acknowledges that he has received Addenda No's. 1 , 2 , 3 , 4 , \_\_\_\_\_ (Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

## **SALES AND USE TAXES**

The Proposer agrees that all federal, state, and local sales and use taxes are included in the stated Proposal 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."



## **LUMP SUM BASE PRICE**

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



## PROPOSAL FORM

RFP #001-15

Base Lump Sum Price\* \$ 14,997,500.00 B1

**Base Total in Words:**

Fourteen Million Nine Hundred Ninety-Seven Thousand Five Hundred Dollars.

U.S. Dollars

Alternate No. 1 Add 2<sup>nd</sup> Solar Array: \$ 340,000.00 C1

Alternate No. 2 Add 3<sup>rd</sup> Solar Array: \$ 325,000.00 C2

Alternate No. 3 Substitute Concrete for Asphalt: \$ 235,000.00 C3

Alternate No. 4 Change Commission Chamber  
Roof Framing: \$ 28,000.00 C4

Alternate No. 5 Add Pavilion at Butterfly Garden: \$ 32,000.00 C5

Alternate No. 6 Upgraded Drip Irrigation System: \$ 12,200.00 C6

Alternate No. 7 Delete 4 Historic Fire Escapes: \$ (78,000.00) C7

**Alternate No. 8 Add Motorized Shades in**

**Commission Chamber**

\$ 19,300.00 C8

**Proposal Total:**

\$ 15,957,500.00 P

Base Bid + Alternates 1 through 5

**Unforeseen Conditions/ Permits Allowance:**

\$ \_\_\_\_\_ D1

*To be completed by City upon award.*

**Authorized Budget Total:**

\$ \_\_\_\_\_ T

*To be completed by City upon award. Base Proposal + Alternates Accepted + Unforeseen Conditions/Permits Allowance*

**PROPOSAL BREAKDOWN**

The Proposer 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 City to understand how the Proposer arrived at said Proposal price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not deemed sufficient.

**SUBCONTRACTORS**

The Proposer 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 Proposer is awarded the Contract (Use additional sheets as necessary):

Portion of Work: Sitework

Name: Charley Toppino Sons

Address: P.O. Box 787, Key West Florida

Portion of Work: Concrete SHell

Name: Bella Construction of Key West, Inc

Address: 111 US Hwy 1 Box 110, Key West Florida

REclaim Wood - Wood Floors - Wainscot Panels

Portion of Work: \_\_\_\_\_

Name: Key West Trim Works, Inc

Address: 1200 4th Street, Suite #158, Key West Florida

Portion of Work: Electrical

Name: Florida Keys Electric

Address: 5730 2nd Avenue, Key West, Florida

**PROPOSER**

The name of the Proposer submitting this Proposal is:

Burke Construction Group, Inc.

Doing business at:

3210 Flagler Ave.

City Key West State FL Zip 33040

Telephone No. (305) 468-6604

Email Address dmartinez@bcgconstruction.net

This address is where all communications concerning this Proposal 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:

| Name                  | Title                 |
|-----------------------|-----------------------|
| <u>Anthony Burke</u>  | <u>President</u>      |
| <u>David Martinez</u> | <u>Vice-President</u> |
|                       |                       |
|                       |                       |



Portion of Work: Plumbing

Name: Gary's Plumbing

Address: 6409 2nd Terrace Suite 1, Key West Florida

Portion of Work: Audio Visual

Name: AVI -SPL

Address: 718 South Military Trail, Deerfield Beach Florida

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| <u>David Martinez</u> | <u>Vice-President</u> |
|                       |                       |
|                       |                       |

Portion of Work: Solar Photovoltaic System

Name: SALT Technologies

Address: 2992 Overseas Highway, Marathon, FL 33050

Portion of Work: HVAC \_ Mechanical

Name: TEM Environmental & Mechanical Services

Address: 3210 Flagler Avenue, Key West, Florida

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| <u>David Martinez</u> | <u>Vice-President</u> |
|                       |                       |
|                       |                       |

Portion of Work: Carbon Fiber Reinforcing

Name: Structural Preservation Systems, LLC

Address: 6503 19th Street east Unit F Sarasota Florida

Portion of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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| <u>Anthony Burke</u>  | <u>President</u>      |
| <u>David Martinez</u> | <u>Vice-President</u> |
| _____                 | _____                 |
| _____                 | _____                 |



Portion of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**PROPOSER**

The name of the Proposer submitting this Proposal is:

*Burke Construction Group, Inc.*

Doing business at:

*3210 Flagler Ave.*

City *Key West* State *FL* Zip *33040*

Telephone No. *(305) 468-6604*

Email Address *dmartinez@bcgconstruction.net*

This address is where all communications concerning this Proposal 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:

| Name                  | Title                 |
|-----------------------|-----------------------|
| <i>Anthony Burke</i>  | <i>President</i>      |
| <i>David Martinez</i> | <i>Vice-President</i> |
|                       |                       |
|                       |                       |

**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 22 day of October, 2014.

(SEAL)

Name of Corporation

*Burke Construction Group, inc.*

By: David Martinez

Title: VP/Sec

Attest: \_\_\_\_\_

Secretary

**If Sole Proprietor or Partnership**

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

Signature of Proposer \_\_\_\_\_

Title \_\_\_\_\_

**FLORIDA BID/PROPOSAL BOND**

BOND NO. N/A

AMOUNT \$ Five Percent of Bid Proposal Submitted (5%)

KNOW ALL MEN BY THESE PRESENTS, that

BURKE CONSTRUCTION GROUP, INC., hereinafter  
called the PRINCIPAL, and ARCH INSURANCE COMPANY, a  
corporation duly organized under the laws of the State of Missouri having its  
principal place of business at Jersey City, New Jersey in the  
State of New Jersey and authorized to do business in the State of Florida, as  
SURETY, are held firmly bound unto \* hereinafter called the Obligee, in the sum of  
Five Percent of Bid Proposal Submitted (5%) -----  
DOLLARS (\$5% -----) for the payment for which we bind ourselves, our  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

KEY WEST CITY HALL AT GLYNN ARCHER PHASE 2 - NEW  
CONSTRUCTION AND MAJOR RENOVATION-Project #1017445 said Proposal, by reference thereto,  
being hereby made a part hereof.

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

KEY WEST CITY HALL AT GLYNN ARCHER PHASE 2 - NEW CONSTRUCTION AND MAJOR RENOVATION -  
Project #1017445

\* CITY OF KEY WEST, FLORIDA



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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 21st day of, October 2014.

BURKE CONSTRUCTION GROUP, INC.

PRINCIPAL

By: 

ARCH INSURANCE COMPANY

SURETY



Charles J. Nielson, Atty.-In-Fact

Attorney-In-Fact



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

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## **POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arthur Lawrence Colley, Audria R. Ward, Brett Rosenhaus, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Edward T. Ward, F. Danny Gann, John R. Neu, Kevin Wojtowicz and Laura D. Mosholder of Miami Lakes, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**

**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

RFP #001-15 for  
Key West City Hall at Glynn Archer-Phase 2 - New Construction and Major Renovation

2. This sworn statement is submitted by

Burke Construction Group, Inc.  
(Name of entity submitting sworn statement)

whose business address is

3210 Flagler Ave.

Key West, FL 33040 and (if applicable) its  
Federal Employer Identification Number (FEIN) is 26-1205588 (If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement.)

3. My name is David Martinez 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(l)(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.)

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

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

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

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

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

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

  
\_\_\_\_\_  
(Signature)

10/22/14  
\_\_\_\_\_  
(Date)

STATE OF FL

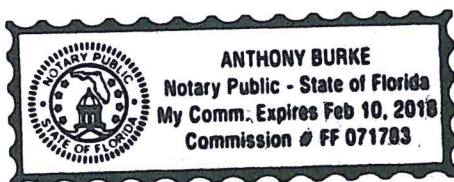
COUNTY OF Monroe

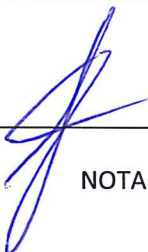
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 22 day of October, 2014.

My commission expires:



  
\_\_\_\_\_  
NOTARY PUBLIC

**ANTI-KICKBACK AFFIDAVIT**

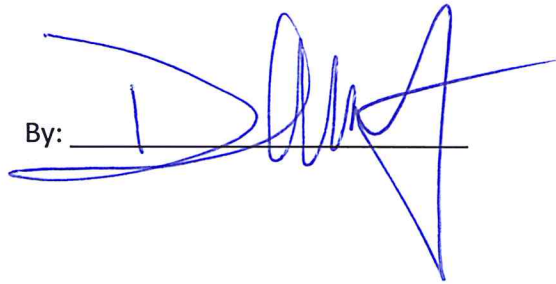
STATE OF FL )

: SS

COUNTY OF Monroe )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Proposal 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: \_\_\_\_\_

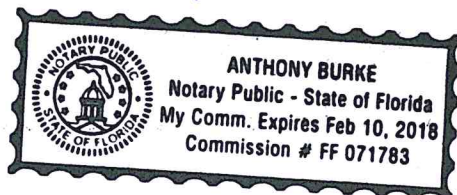


Sworn and subscribed before me this

22 day of October, 2014.

\_\_\_\_\_  
NOTARY PUBLIC, State of FL at Large

My Commission Expires: 2/10/18





**Insurance**

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

|                                      |             |                         |
|--------------------------------------|-------------|-------------------------|
| Auto Liability                       | \$1,000,000 | Combined Single Limit   |
| General Liability                    | \$2,000,000 | Aggregate (Per Project) |
|                                      | \$2,000,000 | Products Aggregate      |
|                                      | \$1,000,000 | Any One Occurrence      |
|                                      | \$1,000,000 | Personal Injury         |
|                                      | \$ 300,000  | Fire Damage/Legal       |
| <b>Additional Umbrella Liability</b> | \$5,000,000 | Occurrence/Aggregate    |

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

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

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

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

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

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

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





BURKCON-01

STWIGGS

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/15/2014

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

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

|  |   |                                      |
|--|---|--------------------------------------|
| <b>PRODUCER</b><br>Collinsworth, Alter, Fowler & French, LLC<br>8000 Governors Square Blvd<br>Suite 301<br>Miami Lakes, FL 33016 | <b>CONTACT NAME:</b>                        |                                      |
|  | <b>PHONE (A/C, No, Ext):</b> (305) 822-7800 | <b>FAX (A/C, No):</b> (305) 362-2443 |
| <b>INSURED</b><br><br>Burke Construction Group Inc<br>10145 N.W. 19 Street<br>Doral, FL 33172                                    | <b>E-MAIL ADDRESS:</b>                      |                                      |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>        |                                      |
|  | <b>INSURER A:</b> Amerisure Mutual Ins Co   |                                      |
|  | <b>NAIC #</b> 23396                         |                                      |
|  | <b>INSURER B:</b>                           |                                      |
|  | <b>INSURER C:</b>                           |                                      |
| <b>INSURER D:</b>  |   |                                      |
| <b>INSURER E:</b>  |   |                                      |
| <b>INSURER F:</b>  |   |                                      |

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

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |                        |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|------------------------|
| A        | GENERAL LIABILITY  | X         | X        | GL2053366     | 4/16/2014               | 4/16/2015               | EACH OCCURRENCE \$ 1,000,000   |                        |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000                                   |                        |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |           |          |               |                         |                         | MED EXP (Any one person) \$ 10,000   |                        |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |                        |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |                        |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000  |                        |
|          |  |           |          |               |                         |                         |  | \$                     |
| A        | AUTOMOBILE LIABILITY   |           |          | CA2053364     | 4/16/2014               | 4/16/2015               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |                        |
|          | <input type="checkbox"/> ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$  |                        |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                       |           |          |               |                         |                         | BODILY INJURY (Per accident) \$  |                        |
|          | <input checked="" type="checkbox"/> HIRED AUTOS                                |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$  |                        |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                       |           |          |               |                         |                         |  |                        |
| A        | UMBRELLA LIAB  | X         | OCCUR    | CU2082067     | 4/16/2014               | 4/16/2015               | EACH OCCURRENCE \$ 4,000,000   |                        |
|          | EXCESS LIAB  |           |          |               |                         |                         | CLAIMS-MADE  | AGGREGATE \$ 4,000,000 |
|          | DED  |           |          |               |                         |                         | RETENTION \$   | \$                     |
|          |  |           |          |               |                         |                         |  |                        |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  | Y/N       | N/A      | WC2053365     | 4/16/2014               | 4/16/2015               | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |                        |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    |           |          |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |                        |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                         |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |                        |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |                        |

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

Certificate holder is added as additional insured as required by written contract. Waiver of subrogation is included for general liability and workers compensation.

**CERTIFICATE HOLDER****CANCELLATION**

City of Key West  
P O Box 1409  
Key West, FL 33041-1409

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

**CITY OF KEY WEST INDEMNIFICATION FORM**

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

SEAL:



3210 Flagler Ave., Key West, FL 33040

Address

Signature

David Martinez

Print Name

VP

Title

DATE: 10/22/14

## FLORIDA TRENCH SAFETY ACT COMPLIANCE

### Trench Excavation Safety System and Shoring

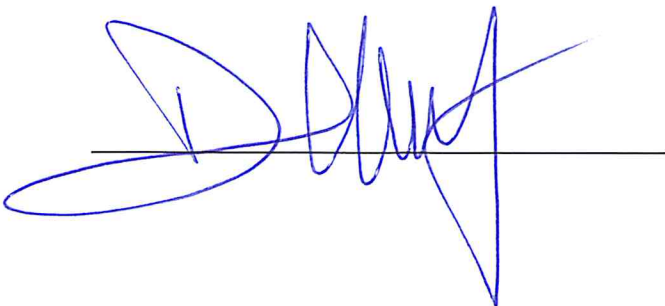
#### CERTIFICATION

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

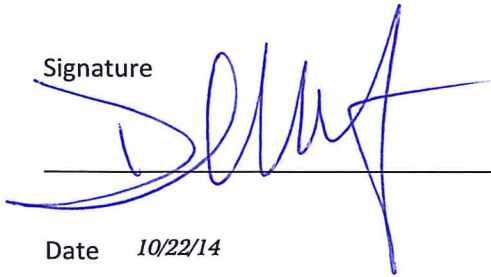
By submission of this Proposal and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum Proposal amount.

#### Summary of Costs:

| Trench Safety Measure | Units     | Quantity     | Unit Cost   | Extended Cost   |
|-----------------------|-----------|--------------|-------------|-----------------|
| A. <u>Box Trench</u>  | <u>LF</u> | <u>1,500</u> | <u>\$45</u> | <u>\$67,500</u> |
| B. _____              | _____     | _____        | _____       | _____           |



Signature

  
\_\_\_\_\_

Date 10/22/14

STATE OF FL

COUNTY OF Monroe

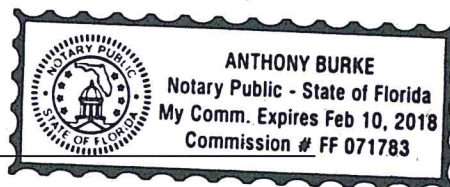
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

provided above on the 22 day of October, 20 14.

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES: \_\_\_\_\_



(Seal)



### PROPOSER'S CHECKLIST

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

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



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

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

ITEM/SEGMENT NO.: \_\_\_\_\_

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

PROPOSAL LETTING OF: \_\_\_\_\_ , \_\_\_\_\_

I, David Martinez  
hereby

(NAME)

declare that I am VP of Burke Construction Group, Inc.

(TITLE)

(FIRM)

Of Key West, FL

—

(CITY AND STATE)

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

I further declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### EXCEPTIONS:

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

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



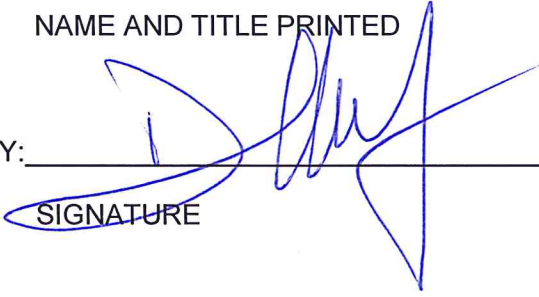
I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

*Burke Construction Group, inc.*

BY: David Martinez, VP

NAME AND TITLE PRINTED

BY: 

SIGNATURE

WITNESS: 

WITNESS: Mosanna Martinez

Executed on this 22 day of October, 2014



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

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.  
*Our principle address is 10145 NW 19th St., Doral, FL 33172, we maintain a fully functioning office at 3210 Flagler Ave., Key West, FL 33040 since August 1, 2013*
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.  
*Less than 50% of our workforce is located in Key West*
- 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  
*Burke Construction Group, Inc.*

Phone:  
*(305) 468-6604*

Current Local Address:  
*3210 Flagler Ave., Key West, FL 33040*

Fax:  
*(305) 468-6654*

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

Length of time at this address

15 Months

Signature of Authorized Representative



10/22/14

Date

STATE OF FL

COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 22 day of Oct., 20 14.

By David Martinez, VP, of Burke Construction Group, inc.

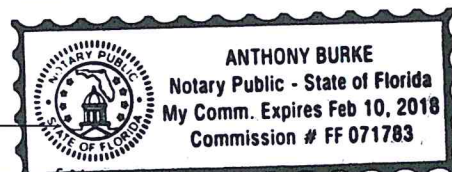
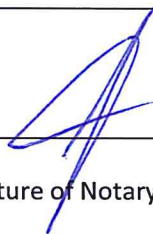
(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced \_\_\_\_\_ as identification

(type of identification)

Signature of Notary



Return Completed form with

Print, Type or Stamp Name of Notary

Supporting documents to:

City of Key West Purchasing

Title or Rank

## City Ordinance Sec. 2-799

### Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

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

The cash equivalents of the following benefits apply:

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



- (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
  - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.
- (b) Equal benefits requirements.
- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
  - (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.



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

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

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

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

- b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FL )

: SS


COUNTY OF Monroe )

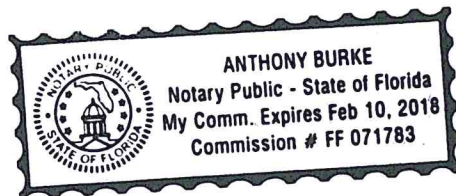
I, the undersigned hereby duly sworn, depose and say that the firm of  
Burke Construction Group, Inc. provides benefits to domestic partners of its employees on the  
same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-  
799.

By: 

Sworn and subscribed before me this

22 day of October, 2014.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of FL at Large



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



ORDINANCE NO. 13-11

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

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

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

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

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

Sec. 2-773. Cone of silence.

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

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

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

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

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

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

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

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

(b) Prohibited Communications.

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

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

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

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

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

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

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

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

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

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



(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publically noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

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

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

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

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

(e) Violations/penalties and procedures.

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

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

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

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

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

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

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

Section 4: This Ordinance shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

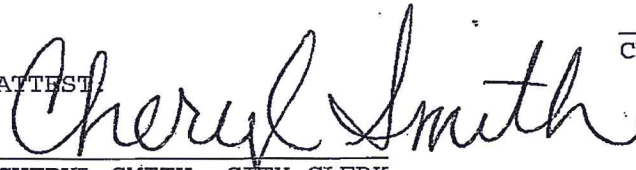
Read and passed on first reading at a regular meeting held this day of June 4, 2013.

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

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

Filed with the Clerk June 19, 2013.

ATTEST

  
CHERYL SMITH, CITY CLERK

  
CRAIG CATES, MAYOR



## SEC. 2-773. CONE OF SILENCE

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

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

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

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

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

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

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

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

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

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the



recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

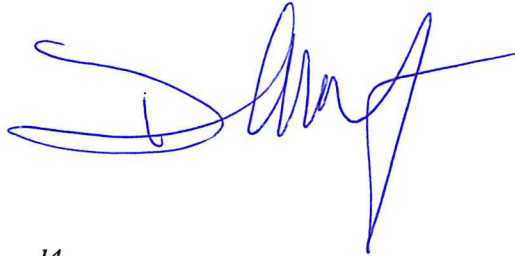
(e) Violations/penalties and procedures.

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

CONE OF SILENCE AFFIDAVIT

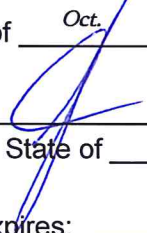
STATE OF FL )  
 : SS  
COUNTY OF Monroe )

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

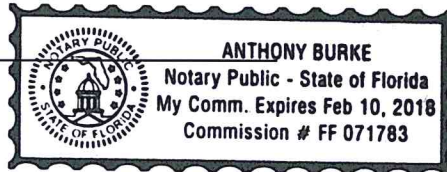


Sworn and subscribed before me this

22 day of Oct., 2014.

  
NOTARY PUBLIC, State of FL at Large

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







**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

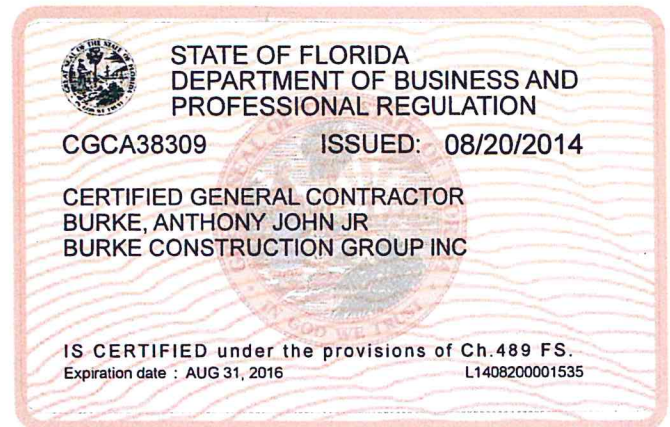
**(850) 487-1395**

**BURKE, ANTHONY JOHN JR  
BURKE CONSTRUCTION GROUP INC  
6730 ROYAL PALM DRIVE  
MIAMI FL 33157**

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

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](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.

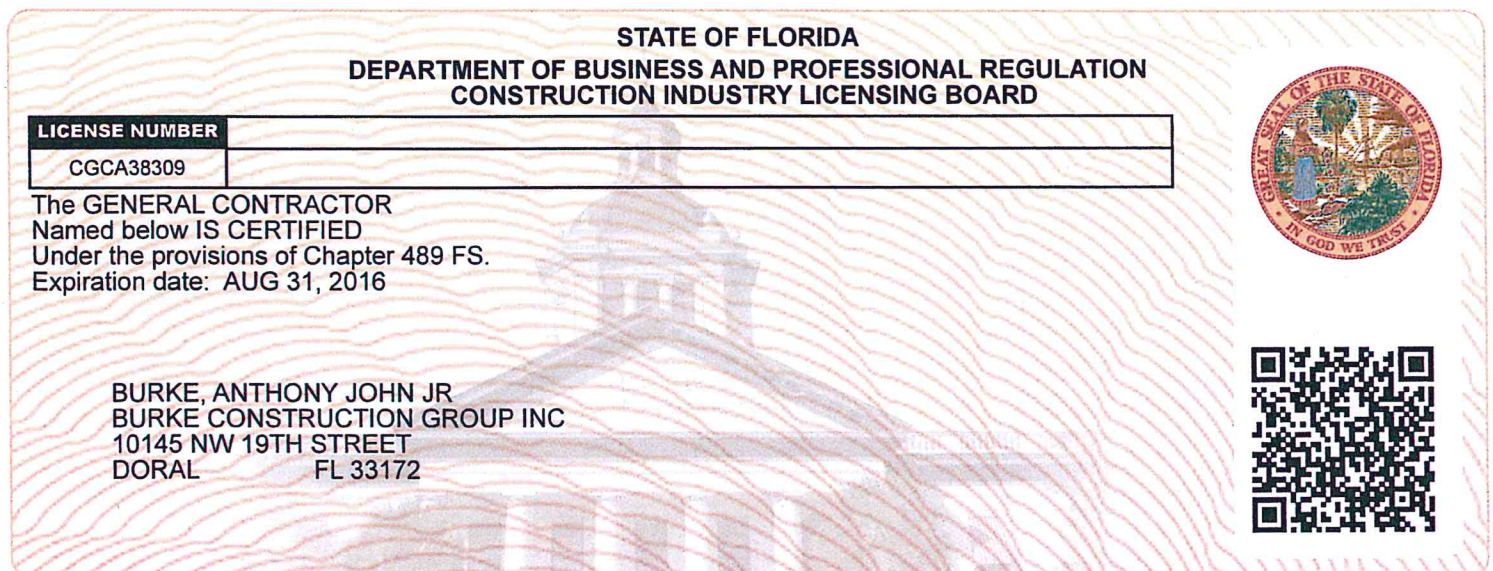
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**



**ISSUED: 08/20/2014**

**DISPLAY AS REQUIRED BY LAW**

**SEQ # L1408200001535**

# *State of Florida*

## *Department of State*

I certify from the records of this office that BURKE CONSTRUCTION GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on July 2, 2007, effective June 25, 2007.

The document number of this corporation is P07000075715.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 20, 2014, and its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twentieth day of January,  
2014*



*Ken DeFina*  
**Secretary of State**

Authentication ID: CC3828197602

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

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



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name BURKE CONSTRUCTION GROUP, INC. CtlNbr:0022855  
Location Addr 1107 KEY PLAZA  
Lic NBR/Class 15-00028182 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: August 22, 2014 Expiration Date: September 30, 2015  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75

Comments:

User: KEYWBLO Type: UC Drawer: 1  
Date: 8/22/14 51 Receipt no: 38331  
2015 28182

OR LIC OCCUPATIONAL GENERAL  
1.00 \$309.75

This document must be prominently displayed.

BURKE CONSTRUCTION GROUP, INC

BURKE CONSTRUCTION GROUP, INC.  
3210 FLAGLER AVE

Trans date: 8/22/14 Time: 15:47:32

KEY WEST FL 33040

**Subject:** Burke Litigation Disputes  
**Date:** October 22, 2014



| Item | Complaint  | Plaintiff                | Defendant                                 | Case No.         | Court                                 | Status                               |
|------|--|--------------------------|---|------------------|---------------------------------------|--------------------------------------|
| 1    | Subcontractor paid late due to late payment to General Contractor by Owner                 | Stone Age Pavers, Inc.   | Burke Construction Group, Inc.            | CACE 11-14350 08 | 17th Judicial Circuit, Broward County | Voluntary dismissal with Prejudice   |
| 2    | Subcontractor paid late due to late payment to General Contractor by Owner                 | Arber & Associates, Inc. | Burke Construction Group, Inc.            | 09-10953-SP-05   | Miami-Dade County Court               | Settled & Closed                     |
| 3    | Disputed change orders and contract value  | Florida Blacktop, Inc.   | Burke Construction Group, Inc.            | 11-15525         | 17th Judicial Circuit, Broward County | Settled on March 12, 2102 and closed |
| 4    | Dispute regarding advertising contract related to a former business owned by Anthony Burke | Welcome Publishing       | Hot Tuna of Miami Beach and Anthony Burke | 10-10398-CC23-4  | Miami-Dade County                     | Settled and closed                   |
| 5    | Claim for non-payment, unpaid change orders and claim for delay damages                    | Burke Construction       | Broward County School Board               | 13-027283        | Broward County                        | pending                              |
| 6    | Subcontractor paid late due to BCG not being paid by the owner(Broward County Schools)     | Cherokee Glass           | Burke Construction Group, Inc.            | CACE14002604     | Browadr County                        | Settled and closed                   |