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

PROPOSAL

To:	The City	of Kev	v West

Address: 3126 Flagler Street, Key West, Florida 33041

Project Title: MLK COMMUNITY CENTER ROOF REPLACEMENT

ITB # 17-010

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

Company Name: Pedro Falcon Contractors, Inc.

Contact Name & Telephone #: Christian Brisson, Phone: 305-872-2200

Email Address: cb@pedrofalcon.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to Proceed and to complete the project, in all respects within 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 \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM ITEMS

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

TOTAL LUMP SUM BASE BID:

1	LS \$_	159,898.00		
		sand, Eight Hundred & Ninty Eight _{Dollars} vritten in words)	& Zero	Cents

The award will be made by the Owner on the basis of the BASE BID plus the OWNER SELECTED ALTERNATES from the lowest, responsive, responsible BIDDER.

ADDITIVE / ALTERNATE

1.)	INSTALLATION OF SOLAR HEATING / COOLING SYSTEM
1	LS <u>\$</u> 110,464.00
One <u>Hundr</u> e	ed & Ten Thousand, Four Hundred & Sixty Four Dollars & Zero Cents
	(amount written in words)
2.)	INSTALLATION SEALOFLEX LIQUID ON ENTRY ROOF
1	LS \$ <u>2,253.00</u>
	Two Thousand, Two Hundred and Fifty Three Dollars & Zero Cents (amount written in words)
3.)	INSTALLATION OF LIGHTENING PROTECTION
1	LS \$ 9,923.00
Ni	ine Thousand, Nine Hundred & Twenty Three Zero Cents
	(amount written in words) LTERNATE: PARAPET WALL REPLACEMENT BEYOND 40 LINEAR FEET: 0/LINEAR FOOT Five Hundred Dollars per Linear Foot
TOTA	AL BASE BID AND ADD/ALTS # 1,2 & 3
\$ <u>282,5</u>	538.00
Two Hu	undred Eighty Two Thousand, Five Hundred & Thirty Eight Dollars & Zero Cents (amount written in words)

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

Base Bid:

Supervision and Overhead Protection \$34,500.00

Demolition of Parapet Wall & Scupper

Opening Modifications \$4,750.00

Masonry, Stucco & Painting \$24,300.00

Alternate 1 - Solar Heating System:

Demo & Pour New Concrete Internal

Columns in Parapet Wall \$10,950.00

Alternate 2 – Sealoflex Liquid:

Remove and Reinstall Lights \$200.00

Alternate 3 – Lightening Protection

Install Conduits \$1,000.00

Total: \$75,700.00

SUBCONTRACTORS

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

Base Bid & Alternate #2 - Roofing, Gutter & Downspouts:

Bob Hilson & Company, Inc. 522 W Mowry Dr., Homestead, FL 33030

Alternate #1 - Structural Steel:

Skyline Steel, Inc. 4987 NW 23rd Ave., Ft. Lauderdale, FL 33309

Alternate #1 – Solar Panel and Plumbing Piping:

Atlantic Plumbing of The Keys 5585 2nd Ave. #1, Key West, FL 33040

Alternate #3 – Lightening Protection System:

All South Lightening Protection 4759 NW 103rd Ave., Sunrise, FL 33351

SURETY

Traveler's Casualty and Surety Company of	America c/o Nielson, Hoov	ver & Co - Jose	eph Nielson whose address is
8000 Governors Square Blvd., Suite 101	Miami Lakes	FL	33016
Street	City	State	Zip
<u>BIDDER</u>			
The name of the Bidder submitting this Pr	roposal is		
Pedro Falcon Contractors, Inc.			doing business at
31160 Avenue C	, Big Pine Key	, FL	33043
Street	Big Pine Key City	State	Zip
partnership, or of all persons interested in Christian Brisson, as Director, President, S		ls are as follow	ws:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigne	d has set his (its) hand this	day of	2016.
Signature of Bidder			
Title	_		
	If Corneration		
	If Corporation		
IN WITNESS WHEREOF the under and its seal affixed by its duly author	ersigned corporation has cause rized officers this <u>26th</u> day	ed this instrument of October	to be executed 2016
(SEAL)			
	26th	October	
Pedro Falcon Contractors, Inc.			
Name of Corporation	all	Me	
	By Christian Br	isson	
Pedro Falcon Contractors, Inc.			
	Title Secretary		
	Attest	11/11	
	Secretary		

EXPERIENCE OF BIDDER

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

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

A Selection of Roofing Jobs at PFC					
Owner/Owner Contact	Job Name	Services Provided	Original Contract Amount	Year	Engineer/Architect Contact/References
City of Key West John Paul Castro 305-809-3902	Repair of the Administration Building Roof at Richard A. Heyman Environmental Protection Facility	Roof repair including demolition of existing roof systems, roof membrane, walk pad, metal flashing installation, removal and re-installation of lightning protections and ladders	\$274,570.00	2016	Sean McCoy, P.E. ch2m hill, 6210 5th Street, Suite 2-A, Key West, FL 33040 305- 432-9124
City of Marathon Carlos A. Solis 305-289-5008	Marathon City Hall	New 15,000 SF City Hall building.	\$4,376,514.00	2016	William A Horn, Architect P.A., 915 Eaton St., Key West, FL 33040 296-8302, Bill Horn and K2M
City of Key West Devon Steckly 305- 809-3747	Sexton House-City of Key West Cemetery	Occupied building at historical burial ground. 1000 SF slab on grade, concrete masonry, roof, high impact windows, flooring, MEP, stucco exterior, high end finishing, hardwood flooring, crown molding, chair rails, outdoor decorated columns. Has office, family room, and tourist areas.	\$445,222.00	2015	Michael Miller, Architect, 517 Duval Street, #200, Key West, FL 33040, 305- 294-7687
State of Florida, Dept. of Environmental Protection - Susan Maynard 850-245- 2632	Bahia Honda State Park-Admin. Bldg. Concrete Deck Repair	Remove existing hollow core roof deck and replace with new structure. Install roof and railings above and lighting and power protection. Protect existing furniture/counter under roof demo. Rebar,new slab, CMU columns, stucco columns, install aluminum railings, painting, lights with battery pack	\$87,436.00	2014	Registe, Sliger Engineering, Inc., 3370 Capital Cir. NE Suite J, Tallahassee, FL 32308, 850-894-4521, f-850- 224-0505
General Services Administration - Gerald Pimental 954-356-7686	Building Lightning Protection System Installation	Historic Building: Provide Franklin type lightning protection systems; surge protection; air terminals on a 26,165 SF roof structure.	\$51,623.00	2013	GSA-Public Building Services, Southeast Sunbelt Region 4, Professional Service Division, ML King Federal Building, 77 Forsyth Street, Atlanta, GA 30303
Department of the Air Force Susan Jackson 813-828- 7455	CNS Medical Clinic Loading Zone roof, B1078	Construction of a new roof canopy for weather protection at the loading dock. Install erosion/runoff protection, remove existing slab for new foundations, excavation, electrical, timer switch.	\$266,769.06	2012	mbi/k2m, 1001 Whitehead Street, Key West, FL 33040, 305- 292-7722
Department of the Air Force - Toby L. Carnes 813-828- 2835	Repair Air Traffic Control Tower Exterior (NVZR 11- 0068)	Repair ATCT to prevent water intrusion: demo existing roof system and designated seal joints, concrete cutting, allow 60% of the existing steel roof deck to replace, install complete roof system, catwalk deck sealer, window system sealants, minor electrical, including roof top communications systems to be maintained and protected.	\$236,778.00	2011	Contracting Officer: Toby Carnes 813-828- 2835, toby.carnes@macdill.af .mil
Department of the Air Force - Nathan A. McCoy 813-828- 1091	Repair Roof B7	Demo existing roofing system down to existing deck, including brick chimney, fascia's, flashings, remove and replace south end of deck, repair all areas and re-roof. Occupied building, asbestos abatement	\$97,117.30	2011	Nathan McCoy Phone: 813-828-2835, Fax 813-828-1091

FLORIDA BID BOND

BOND NO. Bid Bond
AMOUNT: \$ 5% of Amount Bid
KNOW ALL MEN BY THESE PRESENTS, that Pedro Falcon Electrical Contractors, Inc.
hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of Connecticut
having its principal place of business at One Tower Square, Hartford, CT 06183
in the State of Connecticut
and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto
The City of Key West
hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid
DOLLARS (\$ 5% of Amount Bid) for the payment for which we bind ourselves
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.
THE CONDITION OF THIS BOND IS SUCH THAT:
WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for the MLK
COMMUNITY CENTER ROOF REPLACEMENT, said Bid Proposal, by reference thereto,
being hereby made a part hereof.

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

MLK COMMUNITY CENTER ROOF REPLACEMENT / IS72011601

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

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

Signed and sealed this day of October	, 2016.
PRINCIPAL Pedro Falcon Electrical Contractors, Inc.	STATE OF Florida : SS COUNTY OF Monroe)
Travelers Casualty and Surety Company of America SURETY	

MLK ROOF REPLACEMENT

BID BOND

Charles J. Nielson, Attorney In Fact

IS72011601



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

225989

Certificate No. 006924037

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of _	Miami Lake	es	, State of_	Florid	a	, tl	neir true and lawf	ul Attorney(s)-in-Fact,
other writings o	bligatory in the n		alf of the Companie	s in their business	of guaranteeing	the fidelity of pe	ersons, guaranteeir	ional undertakings and ing the performance of
IN WITNESS V		Companies have caus	sed this instrument t	o be signed and th	eir corporate sea	ls to be hereto aff	ixed, this	4th
		Fidelity and Guar St. Paul Fire and	alty Company anty Insurance Co anty Insurance Un Marine Insurance Insurance Compa	derwriters, Inc. Company	Tray Tray	elers Casualty ar elers Casualty ar	urance Company nd Surety Compa nd Surety Compa and Guaranty C	nny nny of America
1982 1982 1982	1977 B	MCORPORATED SE 1951		SEAL S	SEAL SEAL	HARTFORD, CONN.	OCH CONTROL OF THE PROPERTY OF	SELITY AND GREEN SELITY
State of Connec City of Hartford					Ву:	Robert L. Rane	Jest Hy y, Senior Vice Presid	lent
be the Senior Vic Fire and Marine Casualty and Su	ce President of Fa Insurance Compa rety Company of	any, St. Paul Guardia	n Insurance Compar I States Fidelity and	nd Guaranty Insura ny, St. Paul Mercu Guaranty Compa	nce Company, F ry Insurance Cor ny, and that he, a	idelity and Guaran npany, Travelers G as such, being auth	ty Insurance Unde Casualty and Sure	knowledged himself to erwriters, Inc., St. Paul ty Company, Travelers executed the foregoing
		set my hand and offic day of June, 2021.	cial seal.	TARIA ELIO *		Man	ic C. J	theoult tary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, and Vi President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 36 day of Cotto



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ANTI - KICKBACK AFFIDAVIT

STATE OF Florida
COUNTY OF Monroe : SS
Florida
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: Christian Brisson, as President
Christian Brisson, as President
Sworn and subscribed before me thisday ofOctober, 2016.
Laura a Sturgeon
NOTARY PUBLIC, State of Florida 26th at Large October
My Commission Expires: Florida: LAURA A. STURGEON Commission # FF 913922 Expires October 9, 2019 Bonded Thru Troy Fain Insurance 800-385-7019

* * * * * *

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

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

1.	This sworn statement is submitted with Bid or Proposal for MLK Community Center Roof
	Replacement - Project #IS72011601
2.	This sworn statement is submitted by Pedro Falcon Contractors, Inc.
	(Name of entity submitting sworn statement)
	whose business address is 31160 Avenue C, Big Pine Key, FL 33043
	and (if applicable) its Federal Employer Identification Number (FEIN) is <u>59-2550231</u>
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is Christian Brisson
	(Please print name of individual signing)
	and my relationship to the entity named above isas President

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

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

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

	(Signature) October 26, 2016
	(Date)
STATE OF Florida	October 26, 2016
COUNTY OF Monroe	
Florida PERSONALLY AP	PEARED BEFORE ME, the undersigned authority,
Christian BrissoMonroe who, a	after first being sworn by me, affixed his/her
(Name of individual signing)	5
Signature in the space provided above ristian Brisson	e on this 26th day of October , 2016
My commission expires:	26th AcOctober Sturge
LAURA A. STURGEON Commission # FF 913922 Expires October 9, 2019	NOTARY PÚBLIC

INDEMNIFICATION

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

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

SEAL:

CONTRACT	OR: Pedro Falcon Contractors, Inc.
	31160 Avenue C, Big Pine Key, FL 33043
	Pedro Falcon Contractors, Inc.
	MIM
	Signature
	Christian Brisson
	Print Name
	as President
	Title
	October 26, 2016
	Date

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.
- 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 Pedro Falcon Contractors, Inc.	Phone: 305-872-2200
Current Local Address: 31160 Avenue C, Big Pine Key, FL 33	3043 _{Fax:} 305-872-2219
(P.O Box numbers may not be used to establish status)	
Length of time at this address: 30+ Years	
31160 Avenue C, Big Pine Key, FL 33	3043 Date:October 26, 2016
Signature of Authorized Representative	
STATE OFFlorida	COUNTY OFMonroe
The foregoing instrument was acknowledged before me this	26th day of October , 2010
By_ Christian Brisson , of	Pedro Falcon Contractors, Inc.
(Name of officer or agent, title of officer or agent)	(Name of corporation acknowledging)
or has produced identification	as identification
(Type of identification) Christian Brisson	Toura a Sturie
LAURA A. STURGEON Commission # FF 913922 Expires October 9, 2019 Booded Thru Troy Fain Insurance 800-385-7019	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
28	v. Amm
20	

IS72011601

MLK ROOF REPLACEMENT LOCAL VENDORS FORM

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

PEDRO FALCON ELECTRICAL (CGC) CtlNbr:0017630

Location Addr 31160 AVE C

Lic NBR/Class 17-00021608 CONTRACTOR - CERT GENERAL CONTRACTOR

Issue Date:

August 30, 2016 Expiration Date: September 30, 2017

License Fee

\$325.00

Add. Charges Penalty

\$0.00

\$0.00

Total

\$325.00

Comments:

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL CONTRA

PEDRO FALCON ELECTRICAL (CGC) 31160 AVE C

BIG PINE KEY FL 33043

Type: OC Drawer; Receipt no: LIC OCCUPATIONAL RENEWAL Trans number: 42873

Trans date: 8/31/16 Time: 7:34:22

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

PEDRO FALCON ELECTRICAL (ELE) CtlNbr:0004028

Location Addr 31160 AVE C FALCON BLDG

Lic NBR/Class 17-00004033 CONTRACTOR - CERT ELECTRICAL

Issue Date:

August 30, 2016 Expiration Date: September 30, 2017

License Fee

\$325.00

Add. Charges Penalty

\$0.00 \$0.00

Total

\$325.00

Comments:

This document must be prominently displayed.

PEDRON FALCON ELECTRICAL CONTR

PEDRO FALCON ELECTRICAL (ELE)

31160 AVENUE C

BIG PINE KEY FL 33043

Oper: KEYWELD Type: OC Drawer Date: 8/31/16 54 Receipt no: 27 2017 CR LIC COOLPATIONAL RENEWAL

Trans date: 8/31/16 Time: 7:34:51

2016 / 2017 MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2017**

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL

CONTRACTORS INC

Owner Name:

PEDRO FALCON, CHRISTIAN N BRISSON

Mailing Address: QUALIFIER, ROBERT D ALLSBROOK

31160 AVE C

BIG PINE KEY, FL 33043

Business Location:

31160 AVE C

BIG PINE KEY, FL 33043

Business Phone: Business Type:

305-872-2200 CONTRACTOR (GENERAL/ELECTRICAL 3RD

QUALIFIER STATE LIC EC13003416)

Employees

10

STATE LICENSE: EC0001491/CGC1507617/

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

Paid 103-15-00006676 08/29/2016 25.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2017

Business Name: PEDRO FALCON ELECTRICAL

RECEIPT# 30140-9801

CONTRACTORS INC

31160 AVE C Business Location: BIG PINE KEY, FL 33043

Owner Name:

PEDRO FALCON, CHRISTIAN N BRISSON

Mailing Address: QUALIFIER, ROBERT D ALLSBROOK

305-872-2200 Business Phone:

31160 AVE C

Business Type:

CONTRACTOR (GENERAL/ELECTRICAL 3RD

BIG PINE KEY, FL 33043

QUALIFIER STATE LIC EC13003416)

Employees

10

STATE LICENSE: EC0001491/CG

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

Paid 103-15-00006676 08/29/2016 25.00

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1507617

The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2018

BRISSON, CHRISTIAN NORMAND
PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 DAYENUE C BIG PINE KEY FL 33043



ISSUED: 06/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606270000490

STATE OF FLORIDA

DETACH HERE

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER

EC13003416

The ELECTRICAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2018





ALLSBROOK, ROBERT DAVID
PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 AVENUE C
BIG PINE KEY FL 33043

ISSUED: 07/10/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607100001841

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida	
	SS
COUNTY OF Monroe)	
I, the undersigned hereby duly sworn, d provides benefits to domestic partners of employees' spouses per City of Key We	epose and say that the firm of Pedro Falcon Contractors, Inc. of its employees on the same basis as it provides benefits to est Ordinance Sec. 2-799.
	By: All
Sworn and subscribed before me this	
26th Day of October	, 2016.
NOTARY PUBLIC, State of Florida	em_at Large
My Commission Expires: Florida	LAURA A. STURGEON Commission # FF 913922 Expires October 9, 2019 Bonded Thru Troy Fein Insurance 800-385-7019

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
	: SS
COUNTY OF Monroe	.)
I the undersigned hereby duly sw	orn depose and say that all owner(s), partners, officers, directors,
	D. I. E. I
	g the firm of Pedro Falcon Contractors, Inc. have read and
understand the limitations and pro	ocedures regarding communications concerning City of Key West
issued competitive solicitations p	ursuant to City of Key West Ordinance Section 2-773 Cone of
Silence (attached).	
	1010/11/
	the m
Sworn and subscribed before me th	nis
26th Day of October	, 2016.
Tours /xh	silon
9	8
NOTARY PUBLIC, State of Florid	da at Large
My Commission Expires:	
_1/4	LAURA A. STURGEON Commission # FF 913922
Florid	Expires October 9, 2019
1 37	Bonded Thru Troy Fain Insurance 800-385-7019

PART 1 BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB # 17-010 MARTIN LUTHER KING JR. (MLK) COMMUNITY CENTER ROOF REPLACEMENT / IS72011601 addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 3:30 pm on OCTOBER 26, 2016 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR" addressed and delivered to the City Clerk at the address noted above.

The project consists of roof replacement on the existing Martin Luther King Junior (MLK) Community Center and associated work.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A **pre-bid meeting** will be held in the City Manager's conference room at 3132 Flagler Ave., Key West, Florida on October 12, 2016 at 10:00 a.m.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

For information concerning the proposed work contact Janet Muccino, Project Manager, Engineering Services Department for the City of Key West at jmuccino@cityofkeywest-fl.gov communications per the City's Cone of Silence Ordinance Section 2-773 are not allowed.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 10 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. <u>BIDDER'S UNDERSTANDING</u>

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This

requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

The Proposal for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by technical specification and it shall be used as a basis for payment. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. <u>SIGNATURE</u>

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in

behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in roof construction and related work. Such experience record shall provide at least five current or recent projects of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

- 1. Description and location of work.
- 2. Contract amount.
- 3. Dates work was performed.
- 4. Owner.
- 5. Name of Owner's contact person and phone number.
- 6. Engineer.
- 7. Name of Engineer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
Local Vendor Certificate
Domestic Partnership Affidavit
Cone of Silence Affidavit

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, submit one (1) ORIGINAL of bid package and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and ITB number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. **BID SECURITY**

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. **RETURN OF BID SECURITY**

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities,

other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within seventy-five (90) days after the opening of Proposals.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BASE BID and owner selected Alternates from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER

with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization, labor equivalent to at least forty (40) percent of the base bid total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Proposal a list of the items that he will perform with his own forces and the estimated total cost of these items.

18. TIME OF COMPLETION

IS72011601

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Proposal.

The term of this contract will be **90** calendar days.

* * * * * *

PART 2

CONTRACT FORMS

CONTRACT

Inis Contract, made and entered into this day of 2016,				
by and between the City of Key West, hereinafter called the "Owner", and				
hereinafter called the "Contractor";				
WITNESSETH:				
The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB # 17-010 MLK COMMUNITY CENTER ROOF REPLACEMENT IS72011601, Key West, Florida to the extent of the Proposal made by the Contractor, dated the day of				
2016, all in full compliance with the Contract Documents referred to herein.				
The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT				

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

FORMS, PERFORMANCE & PAYMENT BONDS, SUMMARY OF WORK, DRAWINGS,

SPECIFICATIONS, GENERAL CONDITIONS OF THE CONTRACT.

& SUPPLEMENTARY CONDITIONS.

The Contractor agrees to complete the work within ninety (90) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails 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 at a rate of \$500.00 per day. Sundays and legal holidays shall be included in determining days in default.

2016

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties	s hereto, each herewith subscribe the same this
Day of	, A.D., 2016.
CITY OF KEY WEST	
By	
Title	
CONTRACTOR	
By	
Title	

* * * *

FLORDIA PERFORMANCE BOND

BOND NO
AMOUNT: \$
KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section
255.05
with offices at
hereinafter called the CONTRACTOR (Principal), and
with offices at
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the CITY OF KEY WEST , hereinafter called the CITY (Obligee), in the sum of:
DOLLARS (\$,)
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT: WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for, ITB # 17-010 MLK COMMUNITY CENTER ROOF REPLACEMENT IS72011601, with the CITY, dated
NOW THEREFORE, the conditions of this obligation are such that if the above bounden

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all

CONTRACTOR:

addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
- 3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

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

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

IN WITNI	ESS WHEREOF, the above	e parties bonded together have executed this in	strument		
of each con	day of rporate party being hereto ive, pursuant to authority of	, 2016, the name and coaffixed and those presents duly signed by its fits governing body.	orporate seal undersigned		
		CONTRACTOR			
(SEAL)		By:			
ATTEST					
		SURETY			
(CEAL)		By:			
(SEAL)					
ATTEST					

FLORIDA PAYMENT BOND

BOND NO
AMOUNT: \$
KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section
255.05,
with offices athereinafter called the CONTRACTOR, (Principal), and
with offices at
a corporation duly organized and existing under and by virtue of the laws of the State of
, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:
DOLLARS (\$), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:
WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for
ITB # 17-010 MLK COMMUNITY CENTER ROOF REPLACEMENT IS72011601
attached hereto, with the CITY, dated
NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and

his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

IN WITN	ESS WHEREOF, th	e above partie	s bounded togeth	ner have execu	ited this	instrument
	day of party being hereto tive, pursuant to authorize			the name and duly signed	corporate by its	e seal of each undersigned
			CONTRA	ACTOR		
(SEAL)			Ву:			
ATTEST						
			SURETY	7		
(SEAL)			Ву:			
ATTEST						



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

MARTIN LUTHER KING JR. COMMUNITY CENTER ROOF REPAIR / ITB 17-010

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Below Number 1-4 are questions submitted in writing from a potential bidder with responses in bold as well as amended drawing sheets S-1, S-2 & P-1.

Dr. Martin Luther King Jr. Memorial Community Center - Roof renovation

Date: 10/17/16

Pre-Bid Request for Information:

1) In the "Artibus Design" Structural Evaluation report it discusses concrete repairs at different location throughout the building. Some photos in the report show photos in cracks in the parapets, cracks in cast-inplace concrete beams at grade level interior spaces, concrete and spalling of columns at grade level. The report "Conclusion and Recommendations" state "Concrete spalling in the parapet masonry and rake beam shall be repaired per engineered details"

Response: These ground level repairs are not part of the project scope.

a) The drawings do not address any repairs for the cracks in cast-in-place concrete beams at grade level interior spaces, concrete and spalling of columns at grade level. Are these repairs part of this contract? If yes, please provide details on how to repair and with what products?

Response: These ground level repairs are not part of the project scope.

b) The drawings do not have any "engineered details" on how to repairs Concrete spalling in the parapet masonry and rake beams. Please provide if this part of this RFP.

Response: The parapet shall be replaced as shown and described on sheet S-2 of the construction drawings.

2) On sheet A-1 in the right-hand side of the page near symbol for section 2/A-2 it states: "Repair any cracks in the parapet and rake beams as defined by the structural engineer." Please provide direction on the quantities of cracks that need some repairs. We cannot quantify the amount of repairs needed and therefore cannot price the repairs without details of the repairs, location and quantities. Please provide details and quantities so all parties bidding this project bids the same scope of work.

Response: The extent of parapet repair will not be known prior to bid award as much of it will be discovered when the parapet coping is removed. The contractor is to provide a unit price per linear foot for the parapet wall replacement in case damage is discovered to exceed the allotted approximate 40 linear feet.

3) On page 87 of the RFP under paragraph H. ADD/ALT item 1 it states to "Provide shop drawings by a Florida Registered Engineer, signed and sealed." Since the Solar Heating System has already been designed and adding another engineer to the design would just complicate the liability for the system. Is this requirement necessary?

Response: Shop drawings that are signed and sealed by Florida Registered Engineer are required for the Solar Heating System.

4) At the pre-bid meeting, it was observed that the existing parapet wall that will be demolished was 12" wide and new replacement wall is 8" wide according to drawings S-2. Please verify if this new all will still be built 8" wide? This will affect the roofer and the coping ect.

Response: The new parapet wall is to be the same width as the existing 12" wall. The contractor shall field verify CMU block sizes upon the demolition of parapet coping and roofing membrane and match existing if different from 12" wide block.

General Requirements:

- Prior starting any work the Contractor shall review these plans and site conditions and notify the Engineer if any discrepancies are discovered.
- 2. The Engineer is not responsible for the supervision of the Contractor nor his employees during the construction. It is Contractor's responsibility to provide means and establish methods of the construction to meet requirements of all applicable codes, industry standards and requirements of these plans.
- Quality of the work shall meet or exceed industry standard practices. 4. Any deviations from these plans shall be reviewed and approved by the Engineer

Design Data:

- Applicable Building Code: FBC Existing Building 5th Edition (2014)
- 2. Applicable Design Loads: per ASCI/SEI 7-10 Floor Live Load: N/A

Roof Live Load: 20 psf (300 lb conc.) Basic Wind Speed: 180 MPH

Exposure: D

Structural Category: II

All pressures shown are based on ASD Design, with a Load Factor of 0.6

Concrete

- 1. Applicable Code ACI 318 latest edition and ACI 301.
 2. All concrete elements shall have a min. compressive strength of 4000 psi unless otherwise is shown on the plans. Water Cement ratio shall not exceed W/C=0.40.
- 3. All cast-in-place concrete shall be cured and protected from overdrying per ACI 305R-10 "Hot Weather Concreting".

- 4. All exposed edges shall have 1/2" chamfers.
 5. No cold joints are allowed unless otherwise approved by the Engineer.
 6. TESTING: All Field and Laboratory Testing shall be performed by the independent specialized company. The contractor is responsible for all scheduling, coordination and cost of testing company.

Three (3) samples shall be taken and tested each time.

- Minimum Samplina Frequency:
- a) Each day of concreting for every concrete mix;
- b) Every 50 cubic yards;
- c) Every 2000 sa.ft. of slab area.

All testing shall be per latest ACI and ASTM requirements.

Laboratory shall supply three (3) original signed&sealed report results to the Engineer.

7. Cast—in—place and precast members erection tolerances shall be as specified in the table 8.2.2 or in section 8.3 of "PCI design handbook/sixth edition".

Reinforcement

- . All rebar shall be deformed carbon—steel ASTM A615/A615M—13 Grade 60 unless otherwise specified on the plans. * ADD ALTERNATE REINFORCEMENT OPTION: ASTM A1035 Grade 100 (MMFX2) as corrosion resistant alternative
- All requirements for placement, cover, tolerances, etc. Shall be per ACI 318-11.
- All houlds make any processing, cover, coverinces, etc. small be per act states.
 All houlds and bends shall be factory made unless field bends are approved by the Engineer.
 Only PLASTIC CHAIRS and CENTRALIZERS shall be used for rebar support.

Concrete repairs:

- 1. Remove all loose and unsound concrete.
- Expose all corroded rebar from all sides (1.5" around).
- Clean all exposed rebar by mechanical means to near—white condition.
 Pressure wash all concrete and reinforcement with potable water.
- 5. Prime existing reinforcement w/ "sika armatec 110 epocem" or approved equal. follow manufacturer
- instructions for surface preparation, application and curing.
- All rebar with loss of section over 10% shall be duplicated with new rebar of equal size.
 Minimum concrete cover shall be 2.0" unless otherwise is approved by the engineer.
- 8. Install sacrificial anodes "sika galvashield xp" (or approved equal) as shown on the diagrams.
- 9. For small patch repairs (depth up to 4", area up to 10 ft2) use "sikarepair 22" repair mortar, strictly follow manufacturer instructions for surface preparation, application and curing.
- 9A. For large repairs (full depth slab, beam or column repair/replacement) use 4000 psi concrete mix with w/c ratio 0.4 max. with high range plastesizer and rust inhibiting admixtures.
- ! Moist curing for minimum of 4 days is required, follow hot weather concreting guidelines.
- 11. The contractor is responsible for any shoring/reshoring and temporary supports of all structural elements during the repair and through the concrete curing period.

Structural Lumber

- 1. All wood members shall meet or exceed requirements specified in "ANSI/AF&PA National Design Specification (NDS) for Wood Construction" and all referenced standards.
- 2. All wood members shall be Souther Pine No2 or Greater kiln dried as specified in the Standards, unless otherwise
- 3. All wood members exposed to exterior, in direct contact with concrete or steel shall be Pressure-Treated (PT) UC3B grade per AWPA Standards.
- grade per AWFA Standards.

 4. All field cuts in pt lumber shall treated on site.

 5. Nailing shall be in accordance with FBC 2014, Nails and other fasteners for PT wood shall be Stainless Steel or ACQ Approved treated.
- Sheathing shall be 19/32" CDX Plywood Sheathing Grade, unless otherwise is specified on the plans. Use 10d ring—shank nails with spacing of 4" o.c. on all edges and 6" o.c. in the field.
- Hardware shall be 316 Stainless Steel or better or HDG galvanized for non exposed Simpson products, unless
- 2. All connectors shall have stainless steel screws and fasteners or ACQ Approved treated (for not exposed locations).

Reinforced Masonry (CMU)

- 1. All Masonry shall be reinforced concrete masonry unit in accordance with the latest eddition of ACI 530/ASCE 5/TMS 402.
- Install all blocks in running bond.
- Minimum masonry block (ASTM C90) strength shall (F'm) be 2000 psi.
- 4. Type "S" mortar (ASTM C270) shall be used using 3/8" full bedding reinforced w/ 9 gage galvanized ladder wire every 2nd row.
- 5. Filled cells shall be reinforced with #5 rebar @ 24" o.c. (unless otherwise is specified on the plans).
- 6. Grout shall be pea rock pump mix (ASTM C476) with a minimum compressive strength of 4000 psi (28 day) (ASTM C1019). Targeted slump shall be 8"-11".
- Each grouted cell shall have cleanout openings at the bottom. There shall be no loose mortar or other debris in the bottom of the cell. Use blast pressure washing for surface preparation.

- Structural steel components shall be as described in "Specifications for Structural Steel Buildings" AISC 2005 or later eddition.
- HSS shapes (structural tubing) shall be ASTM A500 (Fy=46 ksi).
- Steel plates, flanges and miscelenious elements shall be ASTM A36 (Fy=36 ksi) unless noted otherwise
- 4. W-shapes, C-shapes and other formed steel shall be ASTM A992 (Fy=50 ksi).
- All welding shall be in conformance with the latest specifications AWS D1.1/D1.1M: 2010, Structural Welding Code - Steel.
- Bolts: Hot Dip Galvanized. A325N, A563DH hex nuts, F436 washers. Anchor bolts: Hot Dip Galvanized. A307 grade A, A563DH hex nuts, F844 washers.

STRUCTURAL STEEL COATING:

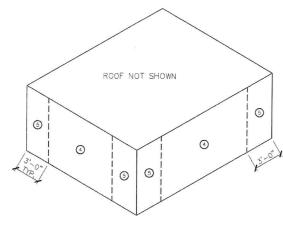
1. All surfaces shall be abrasive blast cleaned to near—white metal (per SSPC—SP10)

2. All elements shall be galvanized after manufacturing (all cutting, drilling and welding). Galvanization shall be in accordance with ASTM A123 with coating grade of 75 or better

ALUMINUM COMPONENTS

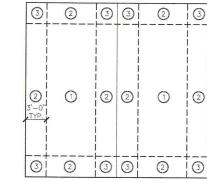
- 1. Type 6061-T6 aluminum.
- MIG welded all joints w/ continuous 1/8" weld. Use 5356 filler wire alloy.
- 3. All aluminum in contact with concrete, pt wood, dissimilar metals and other corrosive materials shall coated with coal—tar epoxy or protected by other Engineer approved method.





WALLS WIND PRESSURES DIAGRAM

SCALE: NTS



ROOF WIND PRESSURES DIAGRAM SCALE: NTS

Wind Pressure	on Compor	nents and	Claddin	g (Ch 30	Part 1
Description	Width,	Span, ft	Area, ft2	Max P. PSF	Min P PSF
Zone 1	1	1	1	+22.4	-55.0
Zone 2	1	1	1	+22.4	-92.2
Zone 3	1	1	1	+22.4	-138.
Zone 4	1	1	1	N/A	N/A
Zone 5	1	1	1	N/A	N/A
Solar Heater	4.0	10.5	42	+19.5	-52.1

All pressures shown are based on ASD Design, with a Load Factor of 0.6

WILLIAM P. HORN ARCHITECT, P.A.

915 EATON ST. KEY WEST

FLORIDA 33040

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AA 0003040

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MLK ROOF 304 CATHERINE ST.



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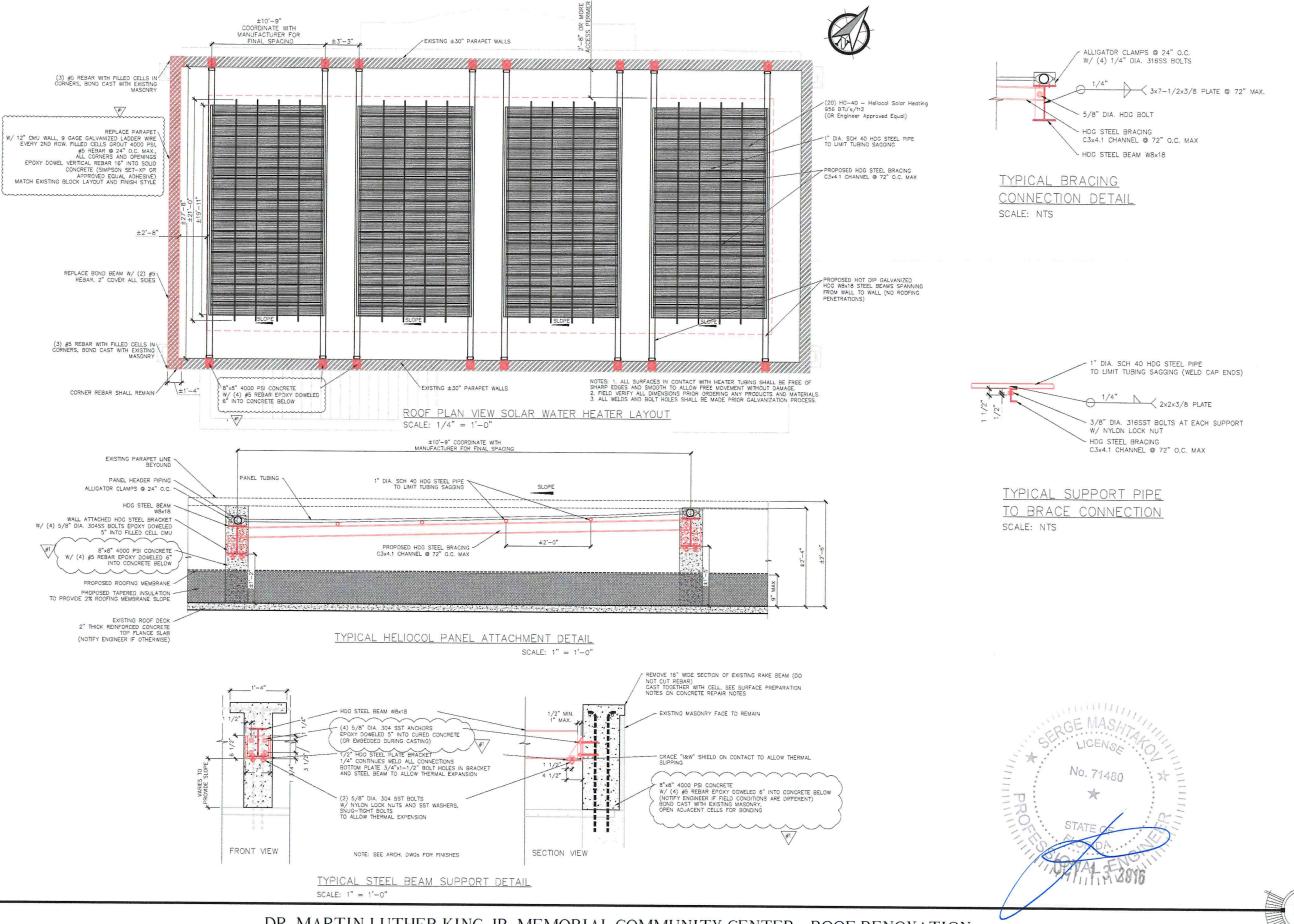
DATE 06-29-2016 50Z SET 07-29-2016 HARC 08-17-2016 BID SET

10-15-2016 ADDENDUM *1

REVISIONS

DRAWN BY SAM

PROJECT NUMBER



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10-15-2016 ADDENDUM *1 REVISIONS

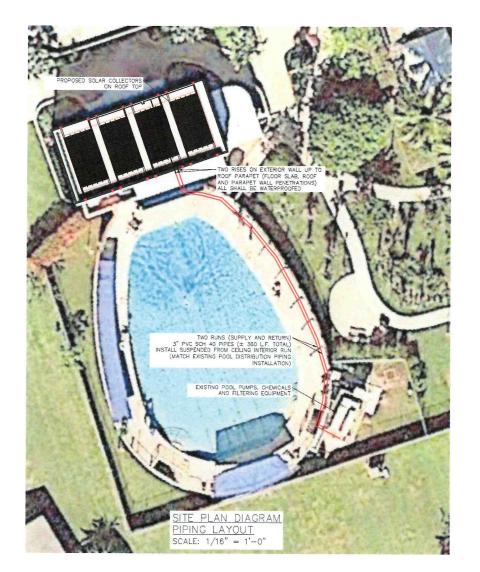
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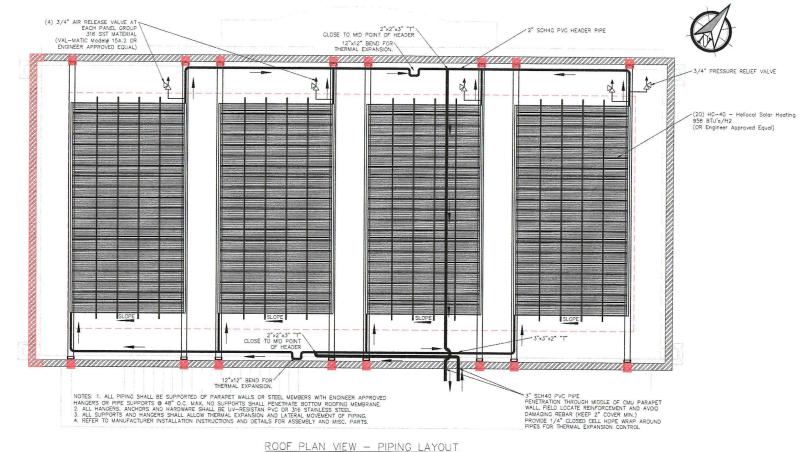
PROJECT NUMBER

WILLIAM P. HORN

DATE 06-29-2016 50% SET 07-29-2016 HARC 08-11-2016 100% SET

FLORIDA





(BY HELICOL EXISTING POOL HEATER STUB-OUT PIPING AND BALL VALVES (4" SCH40 PVC) PROPOSED (2) 3" PVC BALL VALVES NEW PVC PIPING TO C T TO EXISTING POOL HEATER STUB-OUTS (SCH 40 PVC) PROPOSED 3" PVC THREE—WAY VALVE NON-POSITIVE SEAL WITH VALVE ACTUATOR (HELIOCOL OR ENGINEER APPROVED EQUAL) EXISTING TWO (2) 5HP POOL PUMPS (TO REMAIN) PROPOSED 3" PVC SWNG CHECK VALVE (EPDM SEAL)

NOTE: ALL PIPING IS SHOWN DIAGRAMMATICALLY, THE CONTRACTOR IS RESPONSIBLE FOR ON SITE VERIFICATION OF ALL EXISTING CONDITIONS BEFORE BID.

PIPING RISER DIAGRAM SCALE: NTS

SOLAR PIPING NOTES:

SOLAR PIPING NOTES:

1. ALL WORK AND MATERIALS SHALL BE IN COMPLIANCE WITH FBC 5TH EDITION (2014) PLUMBING AND LOCAL STANDARDS.

2. ALL PIPING SHALL BE SCH 40 PVC.

3. CONTRACTORS SCOPE OF WORK INCLUDES ALL MATERIALS, VALVES, FITTINGS, VENTS ETC. REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM. SYSTEM STARTUP, TESTING AND BALANCING SHALL BE INCLUDED IN THE SCOPE.

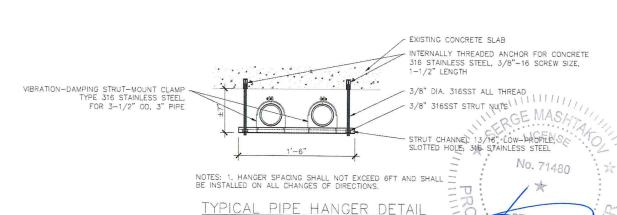
4. ALL FIXTURES SHALL BE APPROVED BY OWNER PRIOR PURCHASING AND INSTALLATION.

5. WATER HEATER SHALL BE INSTALLED WITH ALL NECESSARY VACUUM BREAKERS AND PRESSURE RELIEVE VALVES AS RECOMMENDED BY THE MANUFACTURER.

. INSTALLATION DETAILS AND HARDWARE SHALL BE COORDINATED WITH THE FINAL APPROVED SHOP DRAWINGS OF THE COLLECTOR

PANEL. 7. INSTALLATION OF THE SYSTEM SHALL BE BY THE QUALIFIED LICENSED SOLAR CONTRACTOR EXPERIENCED IN INSTALLATION OF SIMILAR SYSTEMS.

8. INSTALLED SYSTEM SHALL BE TESTED TO 50 PSI FOR 2 HOURS AFTER 15 MIN. STABILIZATION WITH NO ALLOWABLE LOSS OF PRESSURE AND LEAKS.



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DATE 06-29-2016 50% SET 7-29-2016 HARC 08-11-2016 100% SET 08-17-2016 BID SET 10-15-2016 ADDENDUM *1

REVISIONS

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PROJECT NUMBER

DR. MARTIN LUTHER KING JR. MEMORIAL COMMUNITY CENTER - ROOF RENOVATION

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

Attill

Pedro Falcon Contractors, Inc.

Signature

Name of Business