

BIDDER'S CHECKLIST

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

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

* * * * *

PROPOSAL

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

To: The City of Key West

Address: 3126 Flagler Avenue, Key West, Florida 33040

Project Title: TRUMAN WATERFRONT PARK AMPHITHEATER

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

Company Name: _____

Contact Name & Telephone #: _____

Email Address: _____

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.

PROPOSAL (continued)

CERTIFICATES OF INSURANCE

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

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

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
<ul style="list-style-type: none"> - Contractual Liability - CG2010 (1185) or Equivalent - No exclusion for XCU - Products / Completed Operations - Personal Injury 	<ul style="list-style-type: none"> - Commercial Form - Broad Form Property Damage - Premises / Operations - Independent Contractors (if any part of the work is to be subcontracted out)
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$5,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee
Pollution Liability:	\$2,000,000

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

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail. The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted). Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act. Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation. The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and

PROPOSAL (continued)

Must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects within 220 calendar days.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be **included** in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____,

_____, _____, _____, _____, _____, _____, _____, _____, _____, _____,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PROPOSAL (continued)**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. Bidders shall include in their lump sum bid the cost to provide Builder's Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

1. BASE BID

1 LS \$ _____ (1)

Contingency and Unforeseen Conditions Allowance

1 LS (10% of Base Bid) \$ _____ (2)

Utility Fee Allowance (for FKAA and Keys Energy service fees)

1 LS \$ 140,000.00 (3)

TOTAL LUMP SUM BASE BID (1) + (2) + (3): \$ _____ (4)

TOTAL LUMP SUM BASE BID:

\$ _____ Dollars & _____ Cents
(4) *amount written in words*

BASE BID ADD OR DEDUCT ALTERNATES

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. A deductive alternate for the painted metal panels cladding at the curved back wall with painted smooth stucco finish over same metal framing as shown in drawings.

1 LS \$ _____

[ITEMS 2 – 5 ARE ADD/ DEDUCTIVE ALTERNATES THAT ARE PART OF ADDENDUM # 1]

2. An Add alternate for the Chain-link fence as indicated in construction drawings.

1 LS \$ _____

PROPOSAL (continued)

3. A Deductive alternate for 1-1/2" thick asphalt pavement within the secure service area in lieu of 6" concrete as shown on drawing C-02.

1 LS \$ _____

4. An Add alternate installation of 24" ADS sleeve within Navy gas line easement.

1 LS \$ _____

5. An Add alternate for the Pre-Engineered / Pre-manufactured bathroom building including foundation. (note utilities to bathroom are part of base bid).

1 LS \$ _____

6. An Add alternate for flood risk endorsement on Builders Risk coverage.
(note: Builders Risk coverage is part of base bid).

1 LS \$ _____

7. An Add alternate for wind risk endorsement on Builders Risk coverage.
(note: Builders Risk coverage is part of base bid)..

1 LS \$ _____

PROJ TRUMAN WATERFRONT AMPHITHEATER
JOB #

APPLICATION #:

APPLICATION DATE:

PERIOD TO:

SOV

MASTER

MASTER

A	B		C	D	E	F	G		H	I
ITEM	DESCRIPTION OF WORK	INITIAL SCHEDULED VALUE	REVISED SCHEDULED VALUE	FROM PREVIOUS APPLICATION	FOR THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	(G/C) %	BALANCE TO FINISH	RETAINAGE
Division 1 - General Conditions										
01	GENERAL CONDITIONS	281,828.00	281,828.00	0.00	0.00	0.00	0.00	0%	281,828.00	0.00
02	SURVEYING	5,500.00	5,500.00	0.00	0.00	0.00	0.00	0%	5,500.00	0.00
03	OFFSITE DEBRIS REMOVAL	22,475.00	22,475.00	0.00	0.00	0.00	0.00	0%	22,475.00	0.00
04	FINAL CLEANING	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
05	FINAL CLEANING - OFFICE	12,795.00	12,795.00	0.00	0.00	0.00	0.00	0%	12,795.00	0.00
06	UTILITY FEES	ALLOWANCE	ALLOWANCE	0.00	0.00	0.00	0.00	0%	0.00	0.00
07	IMPACT FEES	ALLOWANCE	ALLOWANCE	0.00	0.00	0.00	0.00	0%	0.00	0.00
08	TESTING	ALLOWANCE	ALLOWANCE	0.00	0.00	0.00	0.00	0%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
Division 1 - Soils Management Plan by E Sciences										
09	LAND CONTROL USE (LUC)	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
10	3.0 IMPLEMENT ENGINEER'S CONTROLS	7,500.00	7,500.00	0.00	0.00	0.00	0.00	0%	7,500.00	0.00
11	3.1 OSHA 40 HOUR TRAINING & 3 DAYS OF FIELD TRAINING	INCLD W/ SITE	INCLD W/ SITE	0.00	0.00	0.00	0.00	0%	#VALUE!	0.00
12	3.1 HEALTH AND SAFETY PLAN (HASP)	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00	0.00
13	3.1 HASP AREA SET-UP	INCLD W/ SITE	INCLD W/ SITE	0.00	0.00	0.00	0.00	0%	#VALUE!	0.00
14	3.2 HEAVY DUTY PLASTIC TARPS	INCLD W/ SITE	INCLD W/ SITE	0.00	0.00	0.00	0.00	0%	#VALUE!	0.00
15	3.2 WASH DOWN AREA FOR LENGTH OF JOB	INCLD W/ SITE	INCLD W/ SITE	0.00	0.00	0.00	0.00	0%	#VALUE!	0.00
16	3.4 SOIL TESTING & MONITORING	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
17	3.6 SOILS CERTIFICATION OF IMPORTED SOILS	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00	0.00
18	3.7 WASTE DISPOSAL TO FDEP TREATMENT FACILITY	NO MAT'LS HAULED	NO MAT'LS HAULED	0.00	0.00	0.00	0.00	0%		0.00
19	3.8 CITY IS THE GENERATOR OF WASTE - SIGN ALL DOCUMENTS	NO MAT'LS HAULED	NO MAT'LS HAULED	0.00	0.00	0.00	0.00	0%		0.00
20	3.9 TREE REMOVAL TO BE WASHED DOWN - MULCHED ON SITE OR HAULED	INCLD W/ SITE	INCLD W/ SITE	0.00	0.00	0.00	0.00	0%		0.00
21	3.10 PRECONSTRUCTION MEETING - INSTALL VISIBLE MARKERS OF SITE	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0%	1,000.00	0.00
22	4.2 DEWATERING PERMITS FOR FDEP & SFWMD	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
23	4.3 MONITORING WELLS - REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
24	5.0 LUC AREA CONSTRUCTION PERMIT FOR NAVY & FDEP APPROVALS	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00	0.00
Division 3 - Concrete										
25	03 30 00 CAST IN PLACE CONCRETE	195,073.00	195,073.00	0.00	0.00	0.00	0.00	0%	195,073.00	0.00
26	03 52 16 LIGHTWEIGHT INSULATING CONCRETE	24,496.00	24,496.00	0.00	0.00	0.00	0.00	0%	24,496.00	0.00
Division 5 - Metals										
27	05 12 00 STEEL FRAMING STRUCTURAL	634,057.00	634,057.00	0.00	0.00	0.00	0.00	0%	634,057.00	0.00
28	05 40 00 LT. GA. FRAMING	231,200.00	231,200.00	0.00	0.00	0.00	0.00	0%	231,200.00	0.00
29	05 52 13 PIPE & TUBE RAILINGS	54,235.00	54,235.00	0.00	0.00	0.00	0.00	0%	54,235.00	0.00
Division 6 - Wood										
30	06 10 00 ROUGH CARPENTRY	5,757.00	5,757.00	0.00	0.00	0.00	0.00	0%	5,757.00	0.00
Division 7 - Thermal & Dampproofing										
31	07 14 00 FLUID APPLIED WATERPROOFING	18,000.00	18,000.00	0.00	0.00	0.00	0.00	0%	18,000.00	0.00
32	07 42 43 ALUMINUM FACE COMPOSITE WALL PANEL	288,825.00	288,825.00	0.00	0.00	0.00	0.00	0%	288,825.00	0.00
33	07 54 23 THERMOPLASTIC-POLYOLEFIN ROOFING	54,300.00	54,300.00	0.00	0.00	0.00	0.00	0%	54,300.00	0.00
Division 8 - Frames, Doors & Glazing										
34	08 11 16 ALUMINUM DOORS & FRAMES	18,293.00	18,293.00	0.00	0.00	0.00	0.00	0%	18,293.00	0.00
35	08 30 50 ACCESS DOORS	1,500.00	1,500.00	0.00	0.00	0.00	0.00	0%	1,500.00	0.00

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A	B		C	D	E	F	G		H	I
ITEM	DESCRIPTION OF WORK	INITIAL SCHEDULED VALUE	REVISED SCHEDULED VALUE	FROM PREVIOUS APPLICATION	FOR THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	(G/C) %	BALANCE TO FINISH	RETAINAGE
Division 9 - Finishes										
36	09 24 00 PORTLAND CEMENT PLASTER	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0%	32,000.00	0.00
37	09 91 13 EXTERIOR PAINTING	62,410.00	62,410.00	0.00	0.00	0.00	0.00	0%	62,410.00	0.00
Division 11 - Equipment										
38	11 16 50 DOCK BUMPERS	500.00	500.00	0.00	0.00	0.00	0.00	0%	500.00	0.00
Division 12 - Furnishings										
39	12 93 00 SITE FURNISHING	35,583.00	35,583.00	0.00	0.00	0.00	0.00	0%	35,583.00	0.00
Division 22 - Plumbing										
40	22 00 00 PLUMBING	14,845.00	14,845.00	0.00	0.00	0.00	0.00	0%	14,845.00	0.00
41	22 49 00 PREFABRICATED MODULAR BATHROOMS	SEE ALT	SEE ALT	0.00	0.00	0.00	0.00	0%		0.00
Division 26 - Electrical										
42	26 00 00 ELECTRICAL	325,430.00	325,430.00	0.00	0.00	0.00	0.00	0%	325,430.00	0.00
Division 31 - Earthwork										
43	31 00 00 SITEWORK	942,059.00	942,059.00	0.00	0.00	0.00	0.00	0%	942,059.00	0.00
Division 32 - Exterior Improvements										
44	32 13 13 CONCRETE PAVING	373,000.00	373,000.00	0.00	0.00	0.00	0.00	0%	373,000.00	0.00
45	32 17 26 TACTILE WARNING SURFACING	INCLUDED	INCLUDED	0.00	0.00	0.00	0.00	0%		0.00
46	32 31 19 DECORATIVE METAL FENCES & GATES	39,239.00	39,239.00	0.00	0.00	0.00	0.00	0%	39,239.00	0.00
47	32 84 00 IRRIGATION SYSTEM	45,000.00	45,000.00	0.00	0.00	0.00	0.00	0%	45,000.00	0.00
48	32 92 00 LANDSCAPING	225,285.00	225,285.00	0.00	0.00	0.00	0.00	0%	225,285.00	0.00
Division 33 - Utilities										
49	33 11 00 WATER UTILITY	45,600.00	45,600.00	0.00	0.00	0.00	0.00	0%	45,600.00	0.00
50	33 25 10 DRILLING OF DRAINAGE WELLS	48,200.00	48,200.00	0.00	0.00	0.00	0.00	0%	48,200.00	0.00
51	33 39 23 SANITARY SERVICES CONNECTIONS	46,900.00	46,900.00	0.00	0.00	0.00	0.00	0%	46,900.00	0.00
52	33 41 01 STORM DRAINAGE	67,392.00	67,392.00	0.00	0.00	0.00	0.00	0%	67,392.00	0.00
53	PERMIT & FEES	45,000.00	45,000.00	0.00	0.00	0.00	0.00	0%	45,000.00	0.00
54	BOND PREMIUM	33,637.00	33,637.00	0.00	0.00	0.00	0.00	0%	33,637.00	0.00
55	BUILDER'S RISK INSURANCE	14,000.00	14,000.00	0.00	0.00	0.00	0.00	0%	14,000.00	0.00
56	INSURANCE PREMIUM	29,680.00	29,680.00	0.00	0.00	0.00	0.00	0%	29,680.00	0.00
1 BASE BID - 1 LS		4,317,094.00	4,317,094.00	0.00	0.00	0.00	0.00	0%	4,317,094.00	0.00
2 CONTINGENCY FOR UNFORSEEN CONDITIONS ALLOWNACE = 10% OF BASE BID		431,709.00	431,709.00	0.00	0.00	0.00	0.00	0%	431,709.00	0.00
3 UTILITY FEE ALLOWANCE FOR FKA AND KEYS ENERGY SERVICE FEES		140,000.00	140,000.00	0.00	0.00	0.00	0.00	0%	140,000.00	0.00
4 TOTAL LUMP SUM BASE BID (1)+(2)+(3):		\$4,888,803.00	\$4,888,803.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00

PROPOSAL (continued)

The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment.

Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

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

List items to be performed by CONTRACTOR's own forces and the estimated percent of the Total Lump Sum Base Bid.

PROPOSAL (continued)**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:

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

PROPOSAL (continued)**SURETY**

_____ whose address is

_____, _____, _____,
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

_____ doing business at

_____, _____, _____,
Street City State Zip

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSAL (continued)

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2016.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2016.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

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 on attached sheet.

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, 2016, that its most recent annual report/uniform business report was filed on January 25, 2016, and that 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 Twenty-fifth day of January,
2016*



Ken Detjen
Secretary of State

Tracking Number: CC0644918113

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

September 7, 2016
John Jr. Burke
Burke Construction Group Inc.
10145 NW 19th Street
Doral, FL 33172
Phone: 305-468-6604
Email: aflores@bcgconstruction.net

RE: Pre-Qualification Package

Hello:

The pre-qualification as of September 7, 2016 for Burke Construction Group Inc. is hereby acknowledged. This pre-qualification approves Burke Construction Group Inc. to bid on the Bureau's construction projects requiring your State license until August 31, 2018.

Please feel free to contact me at (850) 245-2781 with any questions or concerns you may have.

Sincerely,

A handwritten signature in blue ink that reads "Mae E. Roth".

Mae Roth, FCCM
Government Operations Consultant II
Bureau of Design and Construction
Florida Department of Environmental Protection
Phone: 850-245-2781 - Office



**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. 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!



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

CGCA38309

ISSUED: 06/29/2016

**CERTIFIED GENERAL CONTRACTOR
BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date: AUG 31, 2018 L1606290000680**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGCA38309

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

**BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC
10145 NW 19TH STREET
DORAL FL 33172**



ISSUED: 06/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606290000680

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

BURKE CONSTRUCTION GROUP, INC.

Filing Information

Document Number	P07000075715
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Date Filed	07/02/2007
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State	FL
Status	ACTIVE

Principal Address10145 NW 19TH ST.
DORAL, FL 33172

Changed: 01/10/2011

Mailing Address10145 NW 19th St.
Doral, FL 33172

Changed: 01/20/2014

Registered Agent Name & AddressMARTINEZ, DAVID W
1042 Adams Dr.
Key Largo, FL 33037

Address Changed: 01/25/2016

Officer/Director Detail**Name & Address**

Title P

BURKE, ANTHONY J
6730 ROYAL PALM DR.
PALMETTO BAY, FL 33157

Title VP/S

MARTINEZ, DAVID W

1:52:08 PM 9/7/2016

Licensee Details**Licensee Information**

Name: **BURKE, ANTHONY JOHN JR (Primary Name)**
BURKE CONSTRUCTION GROUP INC (DBA Name)

Main Address: **6730 ROYAL PALM DRIVE**
MIAMI Florida 33157

County: **DADE**

License Mailing:

LicenseLocation: **10145 NW 19TH STREET**
DORAL FL 33172

County: **DADE**

License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGCA38309**

Status: **Current,Active**

Licensure Date: **10/05/1993**

Expires: **08/31/2018**

Special Qualifications **Qualification Effective**
Construction Business **02/20/2004**

Alternate Names**[View Related License Information](#)****[View License Complaint](#)**

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

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 17-00028182 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 17, 2016 Expiration Date: September 30, 2017
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

BURKE CONSTRUCTION GROUP, INC.
3210 FLAGLER AVE
KEY WEST FL 33040

BURKE CONSTRUCTION GROUP, INC

Oper: KEYWELD Type: CC Drawer: 1
Date: 8/17/16 51 Receipt no: 26524
2017 28182
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3088775
OK CHECK 12217 \$325.00
Trans date: 8/17/16 Time: 14:27:06

**2016-2017
LOCAL BUSINESS TAX RECEIPT**

2017002862

CITY OF DORAL, FLORIDA

8401 Northwest 53rd Terrace

Doral, Florida 33166

(305) 593-6631

MACHINES:

SEATS:

STATE LIC.#:

EMPLOYEES:

LICENSE FEE:

10

\$60.00

196BLDC GENERAL BUILDING CONTRACTOR

FOR THE PERIOD COMMENCING OCTOBER 1, 2016

AND ENDING SEPTEMBER 30, 2017 LICENSED TO

ENGAGE IN THE FOLLOWING BUSINESS:

Business Name:

BURKE CONSTRUCTION, GROUP, INC

DBA:

Address:

10145 NW 19 ST

DORAL, FL 33172

Conditions:

NO RETAIL SALES, NO OUTSIDE STORAGE OR DISPLAYS,
DRY USE ONLY.

Chief Licensing Official

8401 NW 53rd Terrace, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax 305-593-6616

ARTIFICIAL WATERMARK SCREENED ONTO BACK OF DOCUMENT





**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. 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!



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

CGCA38309

ISSUED: 06/29/2016

**CERTIFIED GENERAL CONTRACTOR
BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606290000680**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGCA38309

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

**BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC
10145 NW 19TH STREET
DORAL FL 33172**



ISSUED: 06/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606290000680

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

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

By: David Martinez, VP Burke Construction Group, Inc.

Sworn and subscribed before me this 14 day of December, 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for _____
Truman Waterfront Park Ampitheater

2. This sworn statement is submitted by Burke Construction Group, Inc.
(name of entity submitting sworn statement)

whose business address is 10145 NW 19th St, Doral, FL 33172

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
(please print name of individual signing)

and my relationship to the entity named above is VP

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

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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.

PUBLIC ENTITY CRIMES (continued)

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.)

PUBLIC ENTITY CRIMES (continued)

_____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)

12/14/16

(date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 14 day of December, 2016.

My commission expires:

NOTARY PUBLIC

* * * * *

INDEMNIFICATION

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

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

CONTRACTOR: Burke Construcion Group, Inc.

SEAL:

10145 NW 19th St., Doral, FL 33172

Address

Signature

David Martinez

Print Name

VP

Title

12/14/16

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.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

Vendor maintains a Permanent office at
3210 Flagler Ave. in Key West,
however, this is not the principal office
as registered with the State of Florida

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: 10145 NW 19th St., Doral, FL 33172 Fax: (305) 468-6654
(P.O Box numbers may not be used to establish status)

Length of time at this address: 8 years

Date: 12/14/16
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 14 day of December, 2016.

By David Martinez, of Burke Construcion Group, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

* * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of 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

14 day of December, 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of 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).

(signature)
12/14/16

(date)

Sworn and subscribed before me this

14 Day of December, 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

* * * * *

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

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 NJ

having its principal place of business at Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107

in the State of New Jersey,

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

CITY OF KEY WEST, FLORIDA

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted

DOLLARS (\$ 5%)

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 TRUMAN WATERFRONT PARK AMPHITHEATER, said Bid Proposal, by reference thereto, being hereby made a part hereof.

FLORIDA BID BOND (continued)

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:

TRUMAN WATERFRONT PARK AMPHITHEATER

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 14 day of December, 2016.

PRINCIPAL

BURKE CONSTRUCTION GROUP, INC.

By

ARCH INSURANCE COMPANY

SURETY

By

Attorney-In-Fact - Charles J. Nielson

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 of Charlotte, NC
 Brett Rosenhaus of Lake Worth, FL
 Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
 F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
 John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
 Laura D. Mosholder of Orlando, FL

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.