

PROJECT MANUAL FOR:



ITB BID No.: 17-009 TRUMAN WATERFRONT PARK AMPHITHEATER

OCTOBER 2016

MAYOR: CRAIG CATES

COMMISSIONERS:

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PREPARED FOR:
City Of Key West
Engineering Services

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

TRUMAN WATERFRONT PARK AMPHITHEATER

KEY WEST, FLORIDA

OCTOBER 2016

ITB BID No.: 17-009

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID No. 17-009:
TRUMAN WATERFRONT PARK AMPHITHEATER

ISSUE DATE: NOVEMBER 6, 2016

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK'S OFFICE
CITY OF KEY WEST
3126 FLAGLER AVENUE
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: DECEMBER 14, 2016

NOT LATER THAN: 3:30 P.M. LOCAL TIME

DEADLINE FOR INQUIRIES: NOVEMBER 30, 2016
FINAL ADDENDA SUBMITTED: DECEMBER 8, 2016

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

NOTE THE FOLLOWING PAGES WITH AMENDMENTS / REVISIONS, ETC. AS PART OF ADDENDUM # 2 WHICH ARE HIGHLIGHTED IN YELLOW. NOTE THIS FRONT END DOCUMENT ALREADY INCLUDES ADDENDUM # 1. HERE IS A SUMMARY:

- Page 3, this page;
- Page 6 and 15, change address of bid delivery;
- Page 17, Liquidated Damages last line, the word "excluded" changed to "included";
- Page 18, line added for "Utility Fee Allowance";
- Page 19; additional add alternates for flood and wind coverage; and,
- Page 64, Article 68, language added regarding "payment on utility fees for Keys Energy Services and Florida Keys Aqueduct"

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PRIOR TO ANY AND ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING IF LOCATION OF CONSTRUCTION ACTIVITIES ARE SUBJECT TO ENVIRONMENTAL LAND USE CONTROLS (LUC). ANY AND ALL ENCOUNTERED CONTAMINATED SOIL AND OR GROUNDWATER SHALL BE HANDLED PER THE “SOIL AND GROUND WATER MANAGEMENT PLAN”, DATED FEBRUARY 13, 2015 INCLUDED IN THE PROJECT MANUAL. CONTRACTOR SHALL VERIFY THAT LUC CONSTRUCTION PERMIT HAS BEEN FILED AND APPROVED FOR THIS WORK.

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB No.17-009 TRUMAN WATERFRONT PARK AMPHITHEATER, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler Ave, Key West Florida, 33040 until 3:30 pm on December 14, 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) one original and (2) two flash drives with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “BID FOR TRUMAN WATERFRONT PARK AMPHITHEATER ITB No. 17-009” addressed and delivered to the City Clerk at the address noted above.

The project includes, but is not limited to, the management and disposal of encountered contaminated soil, site work (including a curved berm and use of stockpiled soil), utility work (demolition, relocation and new work), construction of an amphitheater (stage, back wall, columns, roof and associated stairs and ramps) back of house and loading / service area, pre-engineered / pre-manufactured bathroom facility, roadways, ADA parking spaces across the street, sidewalks, pedestrian paths, site lighting, landscape and irrigation.

The overall vision of the Truman Waterfront Park Amphitheater is to create a one of a kind experience for both performers and audience for a variety of outdoor events & venues for both the residence of Key West and tourists alike. The Amphitheater is designed to offer a wide range of small performances from local to traveling / out of town venues / events year round. The design includes a dynamic elliptical structure that is carefully integrated into the parks landscape and shaped terrain, open seating areas and curved berm so that building and landscape become one.

The elliptical shaped one story amphitheater building houses a covered stage below an elliptical roof that overhands beyond the stage supported by a ring of steel beams with an integrated curved backdrop wall and ring bands to accommodate stage equipment brought by bands / events. The stage is 4 feet above grade and the overall roof structure is 23 feet above the stage. Directly in front of the stage is a concrete area to accommodate movable seating. The building fronts a series of open seating lawns which is bounded by a curved landscaped berm. Integrated into the lawns are concrete sidewalk / pathways and dedicated areas for stage / performance control booth and temporary lighting / A/V towers. Included in this project is a pre-engineered / pre-manufactured bathroom facility. The contractor must familiarize themselves with the entire bid package including the construction documents and for purposes of bid, what items are identified as add or deductive alternates as specified on pages 20 and 21.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West website www.cityofkeywest-fl.gov). For bid package access on Demand Star, please contact Onvia at www.demandstar.com or call 1-800-711-1712.

A MANDATORY pre-bid meeting will be held in the conference room at the City Engineering Trailer at the Truman Waterfront located at 20 East Quay Road, Key West, FL 33040 on Wednesday November 16, 2016 at 11:00 A.M.

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

INVITATION TO BID (continued)

furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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 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 or for appointment to visit the site of the proposed work, contact Jim Bouquet, Engineering Services Department for the City of Key West at (305) 809-3962 or jbouquet@cityofkeywest-fl.gov.

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, (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 Jim Bouquet (jbouquet@cityofkeywest-fl.gov) 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. BIDDER'S UNDERSTANDING

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 and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the CITY Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

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.

INSTRUCTIONS TO BIDDERS (continued)5. **TYPE OF PROPOSAL**A. **LUMP SUM**

The Proposal for the work is to be submitted on a lump sum basis. 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. 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.

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 individual lump sum 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. **SIGNATURE**

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.

INSTRUCTIONS TO BIDDERS (continued)

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 an experience record with the Bid showing his experience and expertise in general civil and park construction work including, but limited to, management and disposal of contaminated groundwater and soil and construction of site work, roadways, parking lots, playgrounds, safety surfacing, shade sails, furniture landscape and irrigation. 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 Certification
 City of Key West Business License Tax Receipt
 Domestic Partnership Affidavit
 Cone of Silence Affidavit
 Bidder's Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

INSTRUCTIONS TO BIDDERS (continued)

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 bid package and two (2) FLASH DRIVES 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 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 ninety (90) 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.

INSTRUCTIONS TO BIDDERS (continued)

11. **RETURN OF BID SECURITY**

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders who's 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 ninety (90) days after the opening of Proposals.

The awarded Contractor shall agree to hold the bid lump sum fee for a minimum of one (1) year from the date of Notice of Award.

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 Total BID + Owner Selected Bid Alternates) from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. The Owner retains the option to award based BASE BID + Owner Selected Bid **Add or Deductive Alternates**.

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.

The contract shall be executed on the basis on available funding and respective lump sum fee.

INSTRUCTIONS TO BIDDERS (continued)

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.

INSTRUCTIONS TO BIDDERS (continued)

17. **PERFORMANCE OF WORK BY CONTRACTOR**

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**

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 not exceed **220 calendar** days with ALL work complete and final invoice submitted to the CITY no later than September 8, 2017 to allow for submittal of Monroe County Tourist Development Council grant documentation.

PRIOR TO ANY AND ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING IF LOCATION OF CONSTRUCTION ACTIVITIES ARE SUBJECT TO ENVIRONMENTAL LAND USE CONTROLS (LUC). ANY AND ALL ENCOUNTERED CONTAMINATED SOIL AND OR GROUNDWATER SHALL BE HANDLED PER THE “SOIL AND GROUND WATER MANAGEMENT PLAN”, DATED FEBRUARY 13, 2015 INCLUDED IN THE PROJECT MANUAL. CONTRACTOR SHALL VERIFY THAT LUC CONSTRUCTION PERMIT HAS BEEN FILED AND APPROVED FOR THIS WORK.

* * * * *

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
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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)
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Additional Umbrella Liability:	\$5,000,000 Occurrence / Aggregate
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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
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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 \$ _____

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)**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 14 day of December 2016.

(SEAL)

Pedro Falcon Contractors, Inc.

Name of Corporation

Christian Brisson
By

Title Secretary

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. *Please See projects list next (3) pages.*

Pedro Falcon Contractors, Inc. - Selected Projects 2011 to 2016

Owner & Job Location	Job Name	Description of Services Provided	Contract Amount	Start Year	Contact
City of Marathon, Marathon, FL	Utility & Public Works Maintenance Facility Bldg.	Design/Build new 10,000 sf pre-engineered steel building from ground up to finished product.	\$1,994,484.00	2016	Owner Rep: Carlos A. Solis 9805 Overseas Highway, Marathon, FL 33050 phone 305-289-5008 Design Architect/Engineer: Phil Baldamenti K2M 1001 Whitehead St., Key West, FL 33040 305-292-7722
City of Key West, Fleming Key NAS Key West	Pre-engineered Steel Building & Foundation	Design/Build "S" style pre-engineered building (Quonset Hut) including foundations, doors/windows.	\$171,121.00	2016	John Paul Castor, Utilities Director 305-809-8867
JIATF South, Key West, FL	JIATF Scif, Bldg. 290, Room 123, Hurricane Wilma Repairs	Design/Build electrical for secured building. Includes ground of metallic piping penetrations. Lighting, recessed LED light fixtures, power, and UPS devices	\$964,571.00	2015	305.293.5385 Contracting Div- Attn J4, P O Box 9051, Key West 33040-9051
City of Marathon, Marathon, FL	Marathon City Hall	New 15,000 SF building. Site work including site clearing, grading, excavation, trenching, rock removal, fill, termite control and auger cast grout piles. Exterior improvements: aggregate base courses, asphalt paving, parking bumpers, painted pavement markings, tactile warning surfacing and underground sprinklers. Underground utilities. Concrete including forming and accessories, reinforcing, cast-in-place, and floor finishes. Reinforced unit masonry. Structural steel framing, cold-formed metal framing, cold-formed metal trusses, decorative metal. Wood, plastics and composites. Thermal and moisture protection. Openings, finishes, signage, Div. 10 Specialties, fire protection, appliances, furnishings, special construction, conveying equipment, fire suppression, plumbing, HVAC, and electrical including lightning protection, engine generators, exterior and parking lot lights. Communications including structured cabling for voice & data, public address system, TV systems, video surveillance & fire detection and alarm.	\$4,782,224.00	2014	Owner Contact: Carlos A. Solis, 305-289-5008 - Architect: William A Horn, Architect P.A., 915 Eaton St., Key West, FL 33040 296-8302, Bill Horn and K2M
Department of the Air Force, MacDill Air Force Base, Tampa FL	Correct CNS Commercial Power Feed	D/B. Repair existing overhead electrical distribution by relocating overhead distribution lines to a below grade electrical distribution system. Contaminated soil excavated and managed. Install street and parking lot lighting systems. Includes curbing and sidewalk repair, sod, directional boring under pavement, and traffic maintenance. Electrical includes grounding, medium voltage conductors, conduit, cable fault indicators, switch gear mounted on concrete pad. Pad mounted reclosers, capacitors banks, and load analysis.	\$1,466,568.00	2014	Joseph Borello, 813-828-7421 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
United States Navy, Boca Chica NAS, Key West	P678 Aircraft Crash Rescue & Fire Headquarters	Complete electrical for new Aircraft Crash Rescue and Fire Headquarters including demo, interior and exterior lighting systems, generator system, underground distribution, mass notification communication system, and fire detection systems.	\$1,469,125.00	2014	GC: John Drace P O Box 1797, Gulfport, MS 39502 228.244.0100 Engineer: NAVFAC Southeast, IPT South Atlantic, Bldg 135 P O Box 30, NAS Jacksonville, Jacksonville, FL 32212-0030
Department of the Air Force, MacDill AFB, Tampa, FL	Repair Runway Keel	Design/Build. Repair the 05-23 runway keel section and install poly-panel systems. Demo the existing surface layer of asphalt to a depth of 3" by milling. Scabbing of asphalt layers resulting from the milling process to be eliminated prior to the application of tack coat and asphalt layers. Demo and remove concrete slab at the 05 and 23 end barrier pendant cables. Installation of new poly panel system. Clean, route and seal all cracking of the base layer IAW the TS.	\$1,426,939.00	2014	6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000 - Christopher Tuck 813-828-7139, christopher.tuck@macdill.af.mil
Department of the Air Force, MacDill AFB, Tampa, FL	Install CENTCOM Shredder Exhaust System	D/B. Sensitive, high security occupied area. Install shredder exhaust system. Erosion protection, maintenance of traffic, remove and dispose of curbing and concrete slabs. Design new slab area to include equipment access road, ramp and pad. New concrete curbing, sod and landscaping. Install a completely integrated and operational vacuum exhaust and auger compactor system. Electrical.	\$380,037.00	2013	David M. Poppe 813.828.1187 david.poppe@us.af.mil 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Department of the Air Force, MacDill AFB, Tampa, FL	Repair MacDill Gate Safety at Deficiencies	Widen the MacDill Avenue Gate in-bound: roadway design, geotechnical investigation, erosion protection and stormwater pollution prevention, traffic maintenance, street signs, removal of existing Delta Scientific surface mount barrier and controls from guard house, install new barrier controls. Clearing, grubbing, milling, foundation, sidewalk. Underground utilities. Install a 12-wide GRAB net barrier. Electrical: new barrier signaling and lighting and controls.	\$662,694.00	2013	David M. Poppe 813.828.1187 david.poppe@us.af.mil 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Department of the Air Force, MacDill AFB, Tampa, FL	Install Synthetic Turf	D/B. Construct exercise wall & supports. Installation of synthetic turf adjacent to B1043. Erosion protection devices over inlet, remove sod and soil, install artificial sub base & synthetic turf. Construct a stormwater collection system for downspouts, construct 6" underdrain. Provide a leveling compound to correct planarity imperfections of compacted sub-grade, install a permeable woven geotextile to permit drainage. Adjust utilities to proposed grade of new turf & engineered sub-base, install stormwater pipes and inlets upon completion. Design/install a new 20A lighting circuit, provide 3 hour adjustable push button electronic timer switch controls. Provide two base LED shoe box lighting fixtures. Work is in occupied areas.	\$122,511.00	2013	6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000 - Jason M. Guincho 813-828-2837, jason.guincho@us.af.mil
Department of the Air Force, Avon Park, FL	Repair Airfield Drainage	Repair drainage in multiple areas of the airfield bomb range. Demolition, catch basins, piping, slip lining. Install a five barrel 30" culvert system to discharge to the Rim Canal, reshape slopes, clearing, erosion control, seed and mulch, and hydroseed.	\$1,927,115.00	2012	Christopher Tuck 813-828-7139, christopher.tuck@macdill.af.mil

Pedro Falcon Contractors, Inc. - Selected Projects 2011 to 2016

Owner	Job Name	Services Provided	Contract Amount	Start Year	Contact
Department of the Air Force, MacDill AFB, Tampa, FL	Repair Child Development Center Campus	Specialist for design, including certifications for rubber surfacing. Install erosion and stormwater protection, remove and dispose of fencing, sidewalks, play structures, storage sheds and foundations, play surfaces, backflow preventer and drainage structures. Install temporary fencing. Install new fencing/sages, sidewalks, relocate and install new water valve, including pressure testing, hard piping below grade, irrigation systems, stormwater underdrain drainage systems, playground equipment for pre-toddler, furnish and install the equipment for the pre-school garden area, construct deck area and stage area with aluminum pergola structure. Compact grades and install reinforced concrete sidewalks, and sitting area with decorative concrete paving. Install tree cookie patio, standing seam metal shade with reinforced concrete foundation.	\$609,634.00	2012	Susan Jackson 813-828-7455, susan.jackson@us.af.mil - 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Department of the Air Force, Avon Park, FL	Repair 05 End Runway	The work involves expanding the runway overrun at APAFR from 145 ft. wide to approximately 150 ft. at the end. Mill 2 inches of the existing pavement, excavate the tapered edge, rebuild the tapered edge and remove 4'-6" asphalt strip as required to accommodate the new 6 inch concrete strip. Also part of the scope of work is to repave the entire 150 ft. x 1000 ft. overrun. This will include the painting of the "Chevrans" & sodding of the widened edge.	\$440,663.00	2012	Christopher Tuck 813-828-7139, christopher.tuck@macdill.af.mil
Department of the Air Force, MacDill AFB, Tampa, FL	Repair After School Facility Playground	Occupied playground. Demolition. Install erosion and storm water protection devices, clean and flush existing storm water pipes, remove and dispose of fence, play structures, and play surfaces. Install tree barricades and trim existing oak trees. Reinstall fence, water connection, replace canvas canopies for shade, new water service, drinking fountains with drain lines. Construct deck area and stairs, railing systems, ramps. Aluminum pergola structure. Compact and install reinforced concrete sidewalks-decorative. Site amenities, new play areas, playground equipment and toys with fall zone. New gates, landscaping, sodding, irrigation systems.	\$275,189.00	2012	Susan Jackson 813-828-7455, susan.jackson@us.af.mil
Department of the Air Force	SWIM Infrastructure Support	Design/Build. Construction of golf course bridges. Relocate water main to support golf course Surface Water Improvement and Management (SWIM). Remove existing temporary culverts, provide temporary paths for golfers, construction bridges for golf course, install turbidity barriers upstream and downstream of construction, relocate water main, fill.	\$342,210.00	2012	Susan Jackson 813-828-7455, susan.jackson@us.af.mil
Monroe County Board of County Commissioners, Conch Key, FL	Conch Key Fire Station #17, Conch Key, FL	Demo. Site construction including clearing, dewatering, drilled piers, underground utilities, irrigation system, landscaping and grassing. Concrete to include cast-in-place, reinforced, and plant pre-cast. Unit masonry. Structural steel, steel deck, pipe & tube railings. Wood & plastics, thermal & moisture protection, doors & windows, non-load bearing steel framing, portland cement plaster, ceramic tile, painting, Division 10 Specialties, lightning protection, fire alarm, fire-suppression piping, mechanical and electrical.	\$1,959,556.00	2011	Architect: William A Horn, 296-8302
Department of the Air Force	Construct Warehouse #3	D/B new 4500 square floor pre-engineered facility which includes demo, site, pre-engineered storage facility, restrooms, mechanical, plumbing and electrical, roadway, building pad, A/C, electrical, fire protection, communications systems.	\$699,910.00	2011	Susan Jackson 813-828-7454, susan.jackson@us.af.mil
United States Navy, Boca Chica NAS, Key West	Digital Airport Surveillance Radar Installation Site Work	D/B. AN/GPN-30 Site: Maintenance access road, antenna tower, electronic equipment shelter/building with HVAC, power distribution system, uninterruptible power supply, emergency generator set, fire detection, security, cabling to connect radar to the local radar approach control center, telephone, and power.	\$679,380.00	2011	Jeanette Sweeting 305-293-3863
Department of the Air Force	Replace Aqueous Foam Fire Fighting with High Expansion Foam	Contaminated soil excavated and managed. Reconfiguring the entry way and security systems to Replace the Main Fire suppression system with new equipment and replace existing AFFF system with new High Expansion Foam System. Demo existing main fire suppression system to include all pumps, controllers, switches, etc. Demo and install new bird netting throughout Hangar 1, replace existing electronically controlled valve with new valve, temporary fencing for escort-free work zone, install new High Expansion Foam system including piping, valves, proportions, foam tanks, foam generators, alarms, switches, and equipment. Pressure wash inside existing water storage tanks and visually inspect for damages. Prove new current inducing cathodic protection for existing storage tanks. Provide hydraulically designed automatic sprinkler system, new fire suppression system in Bldg. 1085, zone annunciator, foam system controls, alarm devices. Tie in new alarm system into existing Building Fire Alarm Panel.	\$1,139,754.00	2011	Susan Jackson 813-828-7454, susan.jackson@us.af.mil

Pedro Falcon Contractors, Inc. - Selected Older Projects

Owner	Job Name	Services Provided	Contract Amount	Start Year	Contact
Department of the Air Force, Avon Park, FL	Remove Concrete & Asphalt on Airfield @ Avon Park Air Force Range	Storm Water Pollution Prevention Plan, permits, demolition and removal of failing asphalt, concrete and sub base form airfield, debris disposition, site survey for grades and utility locations/depths. Demo of 40,500 SF of concrete 8" deep, removal all remaining material for total depth of 18". Replace with 14" of fill soil and then place 4" top soil and compact. Mill 118,444 SF of asphalt 4" deep, remove all remaining material for a total depth of 14", replace with 10" of fill soil and then 4" to topsoil, compact. Seed Bahia grass over all areas, provide traffic control. Install and maintain BMP's for soil erosion control. Removal of all soil cement sub-base to natural soil.	\$265,788.00	2010	Christopher Tuck 813-828-7139 6th Contracting Squadron/LGCM, 2606 Brown Pelican Ave., MacDill AFB, FL 33621-5000
Monroe County Board of County Commissioners, Big Pine Key, FL	Big Pine Key Fire Station #13	Demo old fire station and replace with new building. All divisions of construction will be used.	\$3,211,084.00	2007	Jerry Barnett Monroe County Board of County Commissioners - 500 Whitehead Street, Key West, FL 33040 - Phone: 305.292.4416
Monroe County Board of County Commissioners, Big Pine Key, FL	Big Pine Key Park Redevelopment	10 Acre recreational park (Hockey Rink, Skate Park, Tennis Courts, Playground, Fitness Path, Shuffleboard Courts, Bocce Courts, Landscaping, irrigation, etc.) and an 8,000 SF Community Building. Design/Build Electrical, HVAC and Plumbing Systems	\$4,566,035.00	2007	Monroe County Board of County Commissioners - 500 Whitehead Street, Key West, FL 33040 - Phone: 305.292.4416
United States Navy, Truman Annex, Key West, FL	Switchgear at Mole Pier	Refurbish stainless steel high voltage electrical cabinets, clean-up cables and terminals, clean and test, calibrate, repair control equipment which included 1600 and 3200 amp breakers, replace limit switch, replace dry type transformers, replace overcurrent relays.	\$698,111.00	2006	United States Navy PO Box 9018, Bldg. A-629, Key West FL 33040 - Phone: (305) 293-3630
United States Navy, Trumbo Point Annex & Boca Chica Field NAS	ATFP Bldg. 2076 Parking-Trumbo Point Annex & Alter Roads/Parking Boca Chica Field, NAS	Alterations to road access, parking lots for several buildings. Including but not limited to: concrete work, asphalt, demo grounds, landscaping, new gate installations, storm water design.	\$1,646,722.00	2004	Pedro Falcon Electrical Contractors, Inc. (305) 872-2200 and Hanson Professional Services, Inc. 1601 Belvedere Rd, Suite 303 South, West Palm Beach, FL 33406 Robert Knoedler (561-471-9370)
United States Navy, Truman Annex, Key West, FL	Design Build for Repairs to Bldg. 284 and Demo of Bldg. 261, Truman Annex, NAS	Contaminated soil excavated and managed. Complete demo of Bldg. 261. Repairs to Bldg. 284 includes floor slab, foundations, masonry, roof, plumbing, electrical, ventilation, HVAC, sprinkler system, large metal roll-up doors, new office spaces, site, paving, structural repairs, partial demo, exterior walls, fire alarm system (complete new utilities throughout).	\$2,750,000.00	2003	Pedro Falcon Electrical Contractors, Inc. (305) 872-2200 and Hanson Professional Services, Inc. 1601 Belvedere Rd, Suite 303 South, West Palm Beach, FL 33406 Robert Knoedler (561-471-9370)
United States Navy, Key West, FL	Demo Various Buildings, Phase V, Various Bases, NAS	Demolition of various structures, removal of asbestos, new concrete slab at site of Bldg. A-255. Working within the boundary of an active airfield.	\$265,914.00	2003	Post, Buckley, Schuh & Jernigan, 2001 NW 107 Ave., Miami FL 33172-2507 and United States Navy PO Box 9018, Bldg. A-629, Key West FL 33040 Phone: (305) 293-2905
United States Navy, Truman Annex, Key West, FL	Truman Water Tank, Truman Annex, NAS	Design Build: Demo and replace water tank with 700,000 gallon concrete tank, including pad, site-work foundation, pump house, generator and transformer, landscape, plumbing. Contaminated soil excavated and managed.	\$2,183,998.00	2002	Pedro Falcon Electrical Contractors, Inc. (305) 872-2200 and Hanson Professional Services, Inc. 1601 Belvedere Rd, Suite 303 South, West Palm Beach, FL 33406 Robert Knoedler (561-471-9370)
United States Navy, Sigbee NAS, Key West	ATFP, Navy Exchange and Commissary Complex, Sigbee, NAS	Design Build: Reconfiguring and modifying the parking, new sidewalks, pedestrian access, underground electric, related site work, site lighting, storm/sewer, landscaping, signage, paving and gate for Anti Terrorist Force Protection.	\$326,879.00	2002	Jeanette Sweeting PO Box 9018, Bldg. A-629, Key West FL 33040 Phone: (305) 293-2069
Florida Department of Environmental Protection, Bureau of Design & Rec Service	Curry Hammock State Park, Marathon, FL	Install Picnic Pavilions, site, concrete slab, landscape, roofing.	\$80,048.00	2001	Florida Department of Environmental Protection, Bureau of Design & Rec Service, 3540 Thomasville Rd., Tallahassee, FL 32308, Mike Renard (850) 488-3539
United States Navy, NAS Key West, FL	Electrical Distribution	6300 LF of duct bank, 18 pad mount transformers, remove existing overhead distribution and refeeding service to underground in occupied Naval housing.	\$964,569.00	1998	EMTC Corporation, 250 Bird Road, Suite 200, Coral Gables, FL 33146 (305) 461-3853 and USN Jeanette Sweeting 305-293-3626
United States Navy, Boca Chica NAS, Key West, FL	Lift Stations	Remove and replace 6 sewer lift stations with new service and gas detection and computer monitoring.	\$927,300.00	1998	United States Navy, Naval Facilities Engineering Command, P.O. Box 9018, Bldg. A-718, NAS, Key West, FL 33040 (305) 293-2983

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

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

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

PEDRO FALCON ELECTRICAL CONTRACTORS, INC.

By 

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY

By 

Attorney-In-Fact - Charles J. Nielson



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. 006924202

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, 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 Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of August, 2016.

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



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 4th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President 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, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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, any Second Vice 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 14 day of December, 20 16.


Kevin E. Hughes, Assistant Secretary



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.

FLORIDA BID BOND (continued)

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

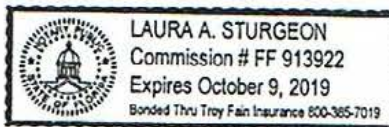
By: _____

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

Laura A. Sturgeon

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires:



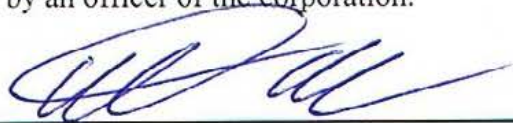
* * * * *

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: Christian Brisson, as President

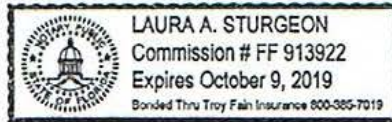


Sworn and subscribed before me this 14th day of December, 2016.



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 _____

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

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____
_____)

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

and my relationship to the entity named above is _____

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).

____ 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)
December 14, 2016

(date)

STATE OF Florida


COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 14th 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: Pedro Falcon Contractors, Inc.

SEAL:



31160 Avenue C, Big Pine Key, FL 33043
Address



Signature

Christian Brisson
Print Name

as President
Title

December 14, 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.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name Pedro Falcon Contractors, Inc. Phone: 305-872-2200

Current Local Address: 31160 Avenue C, Big Pine Key, FL 3304 Fax: 305-872-2219
(P.O Box numbers may not be used to establish status)

Length of time at this address: 32 Years

[Signature] Date: December 14, 2016
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

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

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 personally known as identification
(Type of identification)

[Signature]
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

* * * * *

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 \$0.00
Penalty \$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

Oper: KEYWBLD Type: OC Drawer: 1
Date: 8/31/16 54 Receipt no: 27876
2017 21608
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3091008
OK CHECK 42873 \$325.00
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 \$0.00
Penalty \$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: KEYWBLD Type: OC Drawer: 1
Date: 8/31/16 54 Receipt no: 27877
2017 4033
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3091009
OK CHECK 42874 \$325.00
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: 305-872-2200
Business Type: 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

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: 305-872-2200
Business Type: CONTRACTOR (GENERAL/ELECTRICAL 3RD
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 AVENUE C
BIG PINE KEY FL 33043

STATE OF FLORIDA
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, depose and say that the firm of Pedro Falcon Contractors, 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.

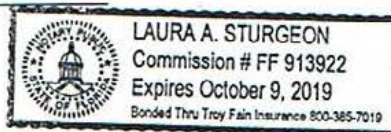
By: 

Sworn and subscribed before me this

14th 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 Pedro Falcon Contractors 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)
December 14, 2016

(date)

Sworn and subscribed before me this

14th Day of December, 2016.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



* * * * *

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Proposal filled in, using black ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Proposal. [✓]
6. Experience record included. [✓]
7. Proposal signed by authorized officer. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
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. [✓]
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. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]

* * * * *

DRAFT

AIA DOCUMENT G703 - 1992

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO: 15086.000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization	\$ 4,500.00							
2	Maintenance of Traffic	\$ 750.00							
3	Site Demolition	\$ 44,000.00							
4	Utility Demolition / Relocation	\$ 14,500.00							
5	Excavation and Grading	\$ 54,900.00							
6	Cut / Fill and Dewatering	\$ 235,200.00							
7	Storm Water Pollution Prevention Plan	\$ 1,500.00							
8	Curbing	\$ 5,265.00							
9	Vehicular Roadways	\$ 223,250.00							
10	Parking / Service Pavement	\$ 36,000.00							
11	Pavement Markings	\$ 1,200.00							
12	Crosswalks	\$ 1,800.00							
13	ADA parking stalls	\$ 693.00							
14	Concrete Pavers (N/A)	0.00							
15	4" Concrete	\$ 47,000.00							
16	6" Concrete	\$ 212,971.00							
17	12" Ribbon Curbs	\$ 2,500.00							
18	Drainage Structures	\$ 96,000.00							
19	Truncate dome pavers (N/A)	\$ -							
20	Concrete Expansion Joints	\$ 2,208.00							
21	Concrete Control Joints	\$ 4,782.00							

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DRAFT

22	Removable Bollard(s)	\$ 10,500.00							
23	Anti-Ram Smart Bollards	\$ 11,500.00							
24	Expansion Joints (<i>see item #20 above</i>)								
25	Benches, Trash and Recycle Receptacles and Bike Racks	\$ 4,550.00							
26	6" high fencing	\$ 24,500.00							
27	6" high pedestrian gate	\$ 4,750.00							
28	6" high rolling gate	\$ 14,000.00							
29	Pedestrian Gates	\$ -							
30	Tree Protection, Removal and Relocation	\$ 16,000.00							
31	Canopy Trees	\$ 25,000.00							
32	Ornamental Trees	\$ 14,000.00							
33	Large Palms	\$ 49,000.00							
34	Small Palms (N/A)	\$ -							
35	Shrubs and Groundcover	\$ 19,000.00							
36	Turf Grass	\$ 122,000.00							
37	Irrigation	\$ 54,000.00							
38	Site Electrical	\$ 20,000.00							
39	Electrical Transformers, Underground Power Feeders and Branch Wiring	\$ 55,000.00							
40	Site Lighting	\$ 75,000.00							
41	Site Electrical / Low Voltage Infrastructure back to stage	\$ 35,000.00							
42	Storm Drainage System	\$ 73,500.00							
43	Domestic Water & Water Mains	\$ 28,500.00							
44	Sanitary Sewer	\$ 34,000.00							
45	Water - Fire	\$ 18,500.00							
46	Regulatory Signage	\$ 1,500.00							
47	Amphitheater Concrete (cast in place)	\$ 100,000.00							

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48	Amphitheater Concrete (Pre-cast Structural)	\$ 14,700.00							
49	Amphitheater Concrete (Lightweight Insulating)	\$ 28,300.00							
50	Amphitheater Concrete (Unit Masonry)	\$ 41,000.00							
51	Amphitheater Structural Steel Framing / Columns	\$ 397,278.00							
52	Amphitheater Structural Steel Decking	\$ 19,000.00							
53	Amphitheater Metal Railing, Guardrails	\$ 63,573.00							
54	Amphitheater Metal Clad "Back Wall"	\$ 142,000.00							
55	Amphitheater Roofing System (membrane, flashing, drains, etc.)	\$ 65,500.00							
56	Amphitheater Plumbing	\$ 29,000.00							
57	Amphitheater Roof Metal Cladding System	\$ 229,887.00							
58	Amphitheater Box Truss for Lighting Support	\$ 22,000.00							
59	Amphitheater metal rings system	\$ 289,855.00							
60	Amphitheater Lighting & Power	\$ 135,000.00							
61	Amphitheater Low Voltage	\$ 6,000.00							
62	Amphitheater Stucco	\$ 18,000.00							
63	Amphitheater Painting	\$ 70,529.00							
64	Amphitheater Doors	\$ 18,247.00							
65	Amphitheater Cable Hooks	\$ 18,621.00							
66	Amphitheater Loading Bumpers	\$ 600.00							

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DRAFT

67	Pre-Engineered / Pre-Manufactured Bathroom (SEE ALTERNATE BELOW)	\$ -							
68	Bathroom Foundation (SEE ALTERNATE BELOW)	\$ -							
69	General Contractor Fees: Office, Overhead, Profit, Bond and Insurance	\$ 594,974.00							
	BASE BID GRAND TOTAL	\$ 4,002,883.00							
	Deduct Alternate No. 1 (Smooth Stucco in lieu of metal cladding)	\$ (52,530.00)							
	ALTERNATE TOTAL No 1 (Only)	\$ (52,530.00)							
	<u>Please note Scheduled of Values was never altered to match revised bid proposal for price breakdown.</u>								
71	Add Alternate No. 2 (Chain-link fence in lieu of Aluminum fencing)	\$ (5,848.00)							
72	Deductive Alternate No. 3 for 1 1/2" asphalt in lieu of 6" concrete	\$ (26,661.00)							
73	Add Alternate No. 4 Installation of 24" ADS Sleeve within Navy gas line easement	\$ 10,320.00							
74	Add Alternate for Pre-Engineered bathroom bldg.	\$ 369,084.00							
75	Add Alternate for Flood Risk endorsement on Builders Risk Coverage	\$ 41,855.00							
76	Add Alternate for Wind Risk Endorsement on Builders Risk Coverage	\$ 46,006.00							
	ALTERNATE TOTAL (2 THROUGH 7)	\$ 434,756.00							
	Contract Total:	\$ 4,385,109.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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User Notes :

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