



**ORIGINAL**

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### 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 Bid filled in black ink. ☒
  3. Total and unit Prices added correctly. ☒
  4. Addenda acknowledged. ☒
  5. Subcontractors are named as indicated in the Bid. ☒
  6. Experience record included. ☒
  7. Bid signed by authorized officer. ☒
  8. Bid Bond completed and executed, including power-of-attorney, dated the same day. ☒
  19. 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 days after receiving a Notice of Award. ☒
  11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract. ☒
  12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
  13. Anti-kickback Affidavit, Public Entity Crime Form, City of Key West Indemnification, Equal Benefits for Domestic Partners Affidavit, Local Vendor Certification, Suspension and Debarment Certification, ☒
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## **BID FORM**

To: The City of Key West  
Address: 1300 White St, Key West, Florida 33040  
Title: **Resod Poinciana and Horace O' Bryant Fields**

Bidder's person to contact for additional information on this Bid:

Name: David Martinez Burke Construction Group, Inc.

Telephone: 305-468-6604 Email: DMartinez@bcgconstruction.net

### **BIDDER'S DECLARATION AND UNDERSTANDING**

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

The Bidder further declares that he has carefully examined the Contract Documents, 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 Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe services required (or part thereof) to be provided in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

### **CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid 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 evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of maintenance, service, and inspection to do the work and furnish all the materials necessary to provide all service as specified or indicated in the scope of work.

#### CERTIFICATES OF INSURANCE

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

#### START OF CONTRACT

Construction start date is anticipated to be June 6, 2018.

The Bidder agrees to provide and maintain safe access to the spectator bleacher area and concession stands throughout the contract duration.

The Bidder agrees to achieve Final Completion for resod of Poinciana and Horace O' Bryant Fields on June 22, 2018.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

Sundays and legal holidays shall be included in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the payment.

#### ADDENDA

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

#### SALES AND USE TAXES

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

#### PUBLIC ENTITY CRIMES

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

#### COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further agrees 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 unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

## BID SCHEDULE

### RESOD POINCIANA AND HORACE O' BRYANT FIELDS

#### LUMP SUM BID PRICE ITEMS

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

The Bidder further agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price (Figure)</u>	<u>PU (Words)</u>	<u>Extended Total Amount</u>
1	1	Resod Poinciana Field		One Hundred Four Thousand	104,000.00
2	1	Resod Horace O' Bryant Field		Two Hundred Ninety-Four Thousand, Four Hundred	294,400.00

**Total price in words** Three hundred ninety-eight thousand four hundred

PRICE FOB KEY WEST, FLORIDA

PAYMENT TERMS: 45 days after owner acceptance

#### BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions, and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

BUSINESS NAME: Burke Construction Group Inc.

STREET ADDRESS: 10145 NW 19th Street

CITY/ STATE/ ZIP: Doral, FL 33172

PRINT NAME OF AUTHORIZED

REPRESENTATIVE: David Martinez



TITLE/ POSITION OF AUTHORIZED REPRESENTATIVE: Vice President

DATE SUBMITTED: 5/16/18

TELEPHONE: 305-468-6604

## 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:

Sod Installation Value \_\_\_\_\_

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

Quality Grassing & Service \_\_\_\_\_

Name \_\_\_\_\_

17502 County Road 672, Lithia, FL, 33547  
Street City State Zip

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

Name \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

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

Name \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

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

Name \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

**SURETY**

Arch Insurance whose address is

300 Plaza Three, Jersey City, NJ, 07311  
Street City State Zip

(305) 722-2663  
Phone

Nielson, Hoover & Company  
Resident Agent

**BIDDER**

The name of the Bidder submitting this Bid is Burke Construction Group, Inc

doing business at

10145 NW 19TH ST, Doral, FL, 33172  
Street City State Zip

Dmartinez@bcgconstruction.net  
email address

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

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

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

## EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar contracts, with types, names of owners, project costs, and references with phone numbers. Use additional sheets if necessary.)

**Please see attached.**

\* \* \* \* \*





May 2018

**Project Examples:**

Please see below the three examples of successful implemented projects that demonstrate our experience with the services described in the scope of work for the City of Key West, BID 18-030. We have also included a resume of all our sports related completed projects separately.

*Tequesta Trace Park - Weston, FL \$2M*

Client: City of Weston – Don Decker 954-389-4321 Email: DDecker@westonfl.org  
Synthetic Soccer Fields

*Bernstein Park – Key West , FL \$7.2M*

Client: Monroe County Engineering – Johnnie Yongue 305-296-8302  
Renovation of existing park including new community building maintenance building, baseball fields, soccer fields, state of the art field lighting and new playground.

*Nelson English/Willie Ward Park \$1.5M*

Client: City of Key West – Devon Steckly (305)809-3747  
Complete park renovation and construction of new bathroom facilities.

**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 Missouri

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

in the State of Jersey City, NJ

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

unto CITY OF KEY WEST, FLORIDA

hereinafter 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 for RESOD POINCIANA AND HORACE O' BRYANT FIELDS, Key West, Florida, said Bid, by reference thereto, being hereby made a part hereof.

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

RESOD POINCIANA AND HORACE O' BRYANT FIELDS

WHEREAS, it was a condition precedent to the submission of said bid that cash, 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 Owner 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 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 16th day of May 2018.

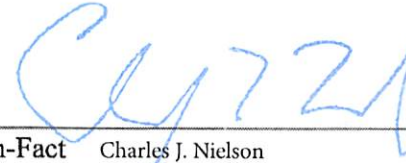
PRINCIPAL BURKE CONSTRUCTION GROUP, INC.

By



SURETY ARCH INSURANCE COMPANY

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 Note, Loan, Letter of Credit, 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.

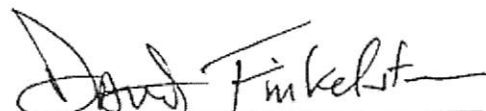
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12<sup>th</sup> day of December, 2017.

Attested and Certified

Arch Insurance Company

  
Patrick K. Nails, Secretary

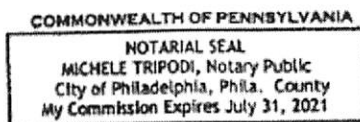


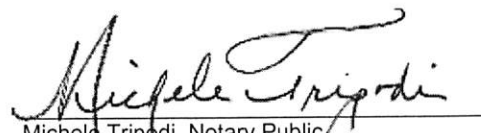
  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

#### CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 12, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16<sup>th</sup> day of May, 2018.

  
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102





## CITY OF KEY WEST INDEMNIFICATION FORM


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

SEAL:

10145 NW 19TH ST Doral, FL 33172  
Address

  
Signature

David Martinez  
Print Name


Vice President  
Title

Date: 5/16/18

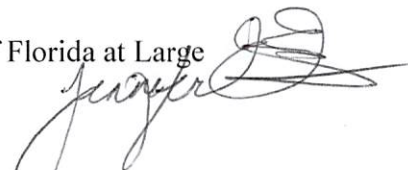
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA                     )  
  : SS  
COUNTY OF MONROE                )

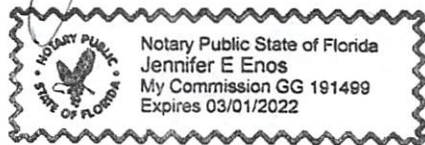
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this 16 day of May 2018.

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 Resod of Poinciana and Horace O'Bryant Fields

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 Vice President

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

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

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

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




7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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.)

☐ 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)

5/15/18  
(date)

STATE OF Florida

COUNTY OF Monroe

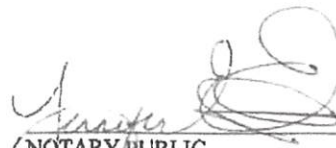
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 15th day of May, 2018.

My commission expires:



  
NOTARY PUBLIC



**BURKE CONSTRUCTION GROUP, INC.  
LITIGATION / ARBITRATION**

CURRENT LITIGATION / ARBITRATION						
ITEM	COMPLAINT	PLAINTIFF	DEFENDANT	CASE NO.	COURT	STATUS
1	Claim for non-payment, unpaid change orders and claim for delay damages	Burke Construction Group, Inc	Broward County School Board	13-027283	Broward County	Pending
2	Claim by Owner for damaged caused by rain water intrusion during construction	GRE Properties Sheridan Hills, LLC	Burke Construction Group, Inc.	CACE-15-016282	Broward County	Being disputed by BCG Insurance Company
3	Payment Dispute with Subcontractor	Allstate Walls, LLC	Burke Construction Group, Inc. and Arch Insurance Company	17-CA-489 K	11th Judicial District, Monroe County	Being disputed by BCG for failure to Perform
4	Action for Damages	Larida Vega and Humberto Ortiz	North Shore Partners, Inc. and Burke Construction Group, Inc.	SX-16-CV-607	Superior Court of the Virgin Islands, Division of St. Croix	Being disputed by North Shore Partners and BCG

CLOSED LITIGATION / ARBITRATION						
ITEM	COMPLAINT	PLAINTIFF	DEFENDANT	CASE NO.	COURT	STATUS
1	Subcontractor paid late due to late payment to General Contractor by Owner	Arber & Associates, Inc.	Burke Construction Group, Inc.	09-10953-SP-05	Miami-Dade County Court	Settled & Closed
2	Disputed Change Orders and Contract Value	Florida Blacktop, Inc	Burke Construction Group, Inc.	11-15525	17th Judicial Circuit, Broward County	Settled on March 12, 2012 and Closed
3	Subcontractor paid late to BCG not being paid by the Owner (Broward County Schools)	Cherokee Glass	Burke Construction Group, Inc.	CACE14002604	Broward County	Settled & Closed
4	Claim by tenant for damages caused by rain water intrusion during construction	Alex Barak	Burke Construction Group, Inc.		Broward County	Settled by Insurance Company
5	Claim by tenant for damages caused by rain water intrusion during construction	Lee Schillinger	Burke Construction Group, Inc.		Broward County	Settled by Insurance Company

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

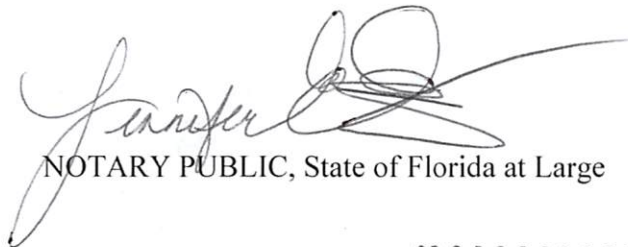
STATE OF FLORIDA                     )  
  : SS  
COUNTY OF MONROE                )

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 Code of Ordinances Sec. 2-799.

By: \_\_\_\_\_

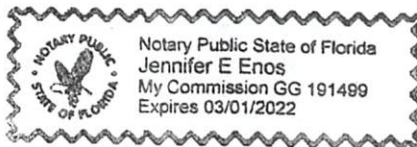


Sworn and subscribed before me this 15<sup>th</sup> day of May 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*



STATE OF FLORIDA )  
 :  
 SS COUNTY OF MONROE )

By: 

16 day of May, 2018.

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

Sworn and subscribed before me this

16 Day of May, 2018.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires





## SUSPENSION AND DEBARMENT CERTIFICATION

### CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 15 day of May, 2018.

By \_\_\_\_\_  
Authorized Signature/Contractor

David Martinez / Vice President  
Typed Name/Title

Burke Construction Group, Inc  
Contractor's Firm Name

10145 NW 19TH ST  
Street Address

\_\_\_\_\_  
Building, Suite Number

Doral, FL 33172  
City/State/Zip Code

305-468-6604  
Area Code/Telephone Number





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

**CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**GALMIN, GREGORY FRANCIS  
BURKE CONSTRUCTION GROUP, INC.  
1231 QUAIL RUN TRAIL  
SARASOTA FL 34232**

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

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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



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

CUC1225410

ISSUED: 05/28/2017

**CERT UNDERGROUND & EXCAV CNTR  
GALMIN, GREGORY FRANCIS  
BURKE CONSTRUCTION GROUP, INC.**

IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2018 L1705280000585

DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

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

**LICENSE NUMBER**

CUC1225410

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

**GALMIN, GREGORY FRANCIS  
BURKE CONSTRUCTION GROUP, INC.  
10145 NW 19TH STREET  
DORAL FL 33172**



ISSUED: 05/28/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1705280000585





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

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

**(850) 487-1395**

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

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

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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**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 L160629000680**

**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 # L160629000680**





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

**Brad Moretti**

*The Designation*

**CERTIFIED FIELD BUILDER**



FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF FIELD CONSTRUCTION AND  
FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 24th day of February, 2017

Certification valid for a period of 3 years.

Executive Vice President

Certification Chairman

# 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 1722 N ROOSEVELT BLVD  
Lic NBR/Class 18-00034019 DBPR - CERT GENERAL CONTRACTOR  
Issue Date: March 20, 2018 Expiration Date: September 30, 2018  
License Fee \$25.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$25.00  
Comments: \_\_\_\_\_

\_\_\_\_\_  
This document must be prominently displayed.

BURKE CONSTRUCTION GROUP INC  
1722 N. ROOSEVELT BLVD  
  
KEY WEST FL 33040

Oper: KEYWAFB Type: OC Drawer: 1  
Date: 3/20/18 61 Receipt no: 10277  
2018 34019  
OR LIC OCCUPATIONAL RENEWAL  
1.00 \$25.00  
Trans number: 3124339  
VM VISA/MASTERC \$25.00  
Trans date: 3/20/18 Time: 8:27:27



May 2018

Thank you for the opportunity to present our qualifications for the above-mentioned project. I would like to emphasize a few items for clarity and so that you are aware of who we are and what we can perform. We are a GC firm headquartered in Doral, FL with offices in Key West, Miami, Sarasota and Jacksonville. We are currently providing unparalleled service throughout the State of Florida, the Carolinas, Texas and the Caribbean Islands. We have built over 20 major schools that all had multiple athletic fields, stadiums, restrooms and food preparation facilities. In addition, we have built numerous parks that also included multiple sports fields and restroom buildings. We have recently completed the new practice fields for the Atlanta Falcons, the fields for the US Lacrosse Headquarters in Baltimore, MD, a new multi-purpose athletic field for Divine Savior Academy in Doral and are currently building 8 football fields for the Richland School District in Columbia, SC. We can bond up to \$100M and our surety is Arch Insurance Group.

Within our firm, we have a Sports Field Division which is headed up by Mr. Brad Moretti. Mr. Moretti is one of the nation's leading sports field experts and has completed over 60 major athletic field's including the Boston Red Sox Spring Training Facility which included the stadium and six practice fields, Maritime Park & Baseball Stadium, Houston Astros Spring Training Facility, numerous NCAA level "Sand Based" natural turf projects and many others. Mr. Moretti is one of only 40 Certified Field Builders in the entire US and he is certified in both natural and synthetic fields. His additional sports field projects are included as an attachment.

In addition to the above, the owners of Burke Construction Group have completed over \$2.3 billion worth of high quality projects just within the State of Florida including, Jungle Island a 17 acre amusement park with over 40 exhibits, 8 stadiums and a massive parking facility, the Shops at Midtown including two parking garages, the Palace at Weston, a 300 unit housing complex with multiple amenities. We are very much looking forward to working on this exciting project as we feel that with our expansive vertical and sports field construction experience makes us the most qualified firm. If you need any further information please feel free to contact me at (305) 468-6604 regarding the company as a whole or Brad Moretti at (305) 487-2297 if it relates to the project or other sports field related issues. Thank you again for the opportunity!

Kind regards,

*David W. Martinez*

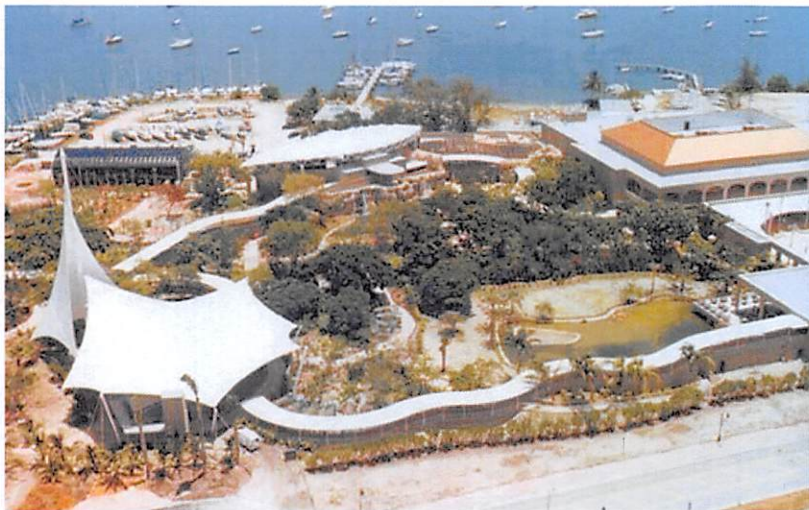
**David W. Martinez, CPA**  
**Vice President/Partner**

10145 NW 19 St. Doral, FL 33172 • 3210 Flagler Ave. Key West, FL 33040 • 3042 University Pkwy Sarasota, FL 34243  
P: 305.468.6604 • F: 305.468.6654 • [www.burkeconstructiongroup.com](http://www.burkeconstructiongroup.com)

General Contractors | Construction Management | Design-Build | Pre-Construction | Site Development | Green Construction | Interior Improvements  
CGCA# 38309



**NOTABLE PROJECTS**



**Jungle Island**

Watson Island, FL



**Key West City Hall**

Key West, FL





## SCHOOLS



### Matanzas High School

Palm Coast, FL



### Wards Creek Elementary

St. Augustine, FL



**MUNICIPAL PARKS**



Tequesta Trace  
Park  
Weston, FL







## GOLF & COUNTRY CLUBS



Hammock Bay Golf Club  
Naples, FL



Pelican Preserve Golf Club  
Fort Myers, FL







## Completed Athletic Field Projects

Project Name:	MacDill Air Force Base – Tampa , FL
Work Performed Dates:	Jan 2018-March 2018
Project Name:	Richland School District Keenan High School – Columbia, SC
Work Performed Dates:	September 2017 thru October 2017
Project Name:	Richland School District Lower Richland High School, Columbia, SC
Work Performed Dates:	July 2017 thru August 2017
Project Name:	St Joseph by the Sea - Staten Island, NY
Work Performed Dates:	November 2017
Project Name:	City of Weston – Tequesta Trace Park- Weston, FL
Work Performed Dates:	December 2016 thru April 2017
Project Name:	Columbia HS –Football Field-Columbia, SC
Work Performed Dates:	January thru April 2017
Project Name:	Bernstein Park – Baseball and Soccer Field- Key West, FL
Work Performed Dates:	September 2016 thru April 2017
Project Name:	A.C. Flora HS – Football Field- Columbia, SC
Work Performed Dates:	October 2016 thru November 2016
Project Name:	Eau Claire HS – Stadium Field- Columbia, SC
Work Performed Dates:	September 2016
Project Name:	Divine Savior Academy – Multi-Use Field- Doral, FL
Work Performed Dates:	August thru September 2016
Project Name:	Mini Wrigley Field – Baseball Field- Waterville, MA
Work Performed Dates:	August 2016
Project Name:	South Gwinnett Park –Football Field- Snellville, GA
Work Performed Dates:	May thru June 2016
Project Name:	US Lacrosse Headquarters – Stadium Field- Sparks, MD
Work Performed Dates:	March thru April 2016
Project Name:	Atlanta Falcons – Football Practice Facility- Flowery Branch, GA
Work Performed Dates:	February thru March 2016

Project Name: Orange County HS – Practice Football Field- Orlando, FL  
Work Performed Dates: May thru May 2015

Project Name: Southeastern University Stadium Football Field- Lakeland, FL  
Work Performed Dates: June thru July 2014

Project Name: Frederick Community College Baseball Infield- Frederick, MD  
Work Performed Dates: May thru June 2014

Project Name: Avery High School Baseball and Softball Infields – Avery, NC  
Work Performed Dates: October 2013

Project Name: University of South Carolina Volleyball Complex  
Work Performed Dates: August 2013

Project Name: Henderson Park Soccer Field  
Work Performed Dates: July 2013

Project Name:	East Lake High School Synthetic Football Field – El Paso, TX
Work Performed Dates:	June thru July 2012
Project Name:	Lake Travis High School Synthetic Football Field - Austin, TX
Work Performed Dates:	May thru August 2012
Project Name:	Fort Sam Houston Synthetic Multi-Use Fields - San Antonio , TX Sites # 3, 4, 5 & 6 – Physical Training Areas
Work Performed Dates:	February thru June 2012
Project Name:	Socorro School District - El Paso, TX
Work Performed Dates:	March thru July 2012
Project Name:	Sea King Park, Naval Air Station – Jacksonville, FL Synthetic Multi-UseField
Work Performed Dates:	May thru June 2012
Project Name:	Boston Red Sox Spring Training Facility, Ft. Myers, FL Stadium and six (6) practice fields
Work Performed Dates:	April 2011 thru January 2012
Project Name:	Maritime Park – Baseball Stadium Field, Pensacola, FL
Work Performed Dates:	November 2011 thru January 2012
Project Name:	City of Key West Ball fields – KeyWest, FL Re- Construction of (7) Ball Fields
Work Performed Dates:	November 2011 thru December 2011
Project Name:	Benton High School Field House – Benton, AR
Work Performed Dates:	November 2011 thru November 2011
Project Name:	Saint Leo University – NCAA Soccer Fields (2), Saint Leo, FL
Work Performed Dates:	August 2011 thru November 2011
Project Name:	Siloam Springs High School – Synthetic Football Field, Siloam Springs, AR
Work Performed Dates:	July 2011 thru August 2011
Project Name:	Lakeland High School – Synthetic Field - Bryant Stadium, Lakeland FL
Work Performed Dates:	June 2011 thru August 2011
Project Name:	Bishop Verot High School – Synthetic Football Field, Ft. Myers, FL
Work Performed Dates:	June 2011
Project Name:	Searcy High School – Synthetic Football Field, Searcy, AR
Work Performed Dates:	May 2011 thru June 2011
Project Name:	Mater Academy – Synthetic Athletic Field, Hialeah Gardens, FL
Work Performed Dates:	March 2011 thru March 2011
Project Name:	Embry-Riddle University Softball Stadium, Daytona Beach FL
Work Performed Dates:	February 2011 thru July 20

Project Name:	Max Rodes Park Phase III, (7) Ball Fields Melbourne, FL
Work Performed Dates:	November 2010 thru February 2011
Project Name:	Houston Astros Spring Training facility – Osceola Stadium Kissimmee
Work Performed Dates:	October 2010 thru November 2010
Project Name:	St Leo University NCAA Softball Field – St Leo, FL
Work Performed Dates:	September 2010 thru November 2010
Project Name:	Labelle Sports Complex, - Labelle, FL
Work Performed Dates:	September 2010 thru October 2010
Project Name:	Saint Leo University Baseball In-Field Renovation, Saint Leo, FL
Work Performed Dates:	August 2010 thru August 2010
Project Name:	All Saints Academy Football Field, Winter Haven, FL
Work Performed Dates:	July 2010 thru September 2010
Project Name:	Willie J. Williams Middle School Football Field, Moultrie, GA
Work Performed Dates:	July 2010
Project Name:	Sertoma Park Football Field Renovations – Winter Haven, FL
Work Performed Dates:	June 2010
Project Name:	Oakleaf Community Park Phase 1, Orange Park, FL
Work Performed Dates:	June 2010 thru May 2011
Project Name:	Port Charlotte High School Football Field
Work Performed Dates:	April 2010 thru July 2010
Project Name:	City of Belleview – Sports Complex Football Field Addition
Work Performed Dates:	March 2010 thru May 2010
Project Name:	Osswald Park (6) Soccer Fields - City of Ft Lauderdale
Work Performed Dates:	March 2010 thru April 2010
Project Name:	Mackle Park Renovations & Soccer Field, Marco Island, FL
Work Performed Dates:	February 2010 thru April 2010
Project Name:	Osceola County Stadium, Houston Astros Spring Training
Work Performed Dates:	October thru November 2009
Project Name:	City of Winter Haven- Diamondplex (5 fields)
Work Performed Dates:	September 2009 thru October 2009
Project Name:	Liberty County High School Football Field
Work Performed Dates:	June 2009 thru August 2009
Project Name:	Wildwood Millennium Ball Park
Work Performed Dates:	February 2009 thru June 2009



BURKCON-01

TGARRIDO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2018

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

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

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: <b>Teresa Garrido</b>		
	PHONE (A/C, No, Ext): <b>(305) 822-7800</b>	FAX (A/C, No): <b>(305) 362-2443</b>	
	E-MAIL ADDRESS: <b>tgarrido@caffilc.com</b>		
INSURED  <b>Burke Construction Group Inc</b> <b>10145 N.W. 19 Street</b> <b>Doral, FL 33172</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Twin City Fire Insurance Co</b>		<b>29459</b>
	INSURER B : <b>Property and Casualty Insurance Company of Hartford</b>		
	INSURER C : <b>Hartford Casualty</b>		<b>29424</b>
	INSURER D : <b>Hartford Fire Ins Co</b>		<b>19682</b>
	INSURER E :		
INSURER F :			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			21UEAHV8478	04/16/2018	04/16/2019	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>				
	<input checked="" type="checkbox"/> \$5,000. BI & PD DED		MED EXP (Any one person) \$ <b>10,000</b>				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ <b>1,000,000</b>				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ <b>2,000,000</b>
	OTHER:						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	AUTOMOBILE LIABILITY			21UEAHF6649	04/16/2018	04/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	21RHAHV7793	04/16/2018	04/16/2019	EACH OCCURRENCE \$ <b>8,000,000</b>	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ <b>8,000,000</b>	
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WBAAO5781	04/16/2018	04/16/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A	E.L. EACH ACCIDENT \$ <b>1,000,000</b>				
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>				
			E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>				
D	Leased/Rented			21UUMHZ1160	04/16/2018	04/16/2019	w/\$5000. Ded <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Location Change: 1722 N. Roosevelt Blvd, Key West, FL 33040

## CERTIFICATE HOLDER

## CANCELLATION

City of Key West  
PO Box 1409 (1300 White St.)  
Key West, FL 33041

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

AUTHORIZED REPRESENTATIVE

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 bid amount.

All bid 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.

The City of Key West hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work contact, Mr. Marcus Davila, Director of Community Services at 305-747-0163 or for appointment to visit the sites within the City for work that may be issued, contact Mr. Randy Sterling, Parks and Recreation Manager, via telephone; 305-809-3765.

At the time of the bid submittal, the Bidder must provide satisfactory documentation of State licenses. The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the County of Monroe and the City of Key West, within ten days of issuance of Notice to Award. Permit and/or license requirements and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

Dated this \_\_\_\_\_, the day of \_\_\_\_\_, 2018.

CITY OF KEY WEST

By \_\_\_\_\_  
James K. Scholl, City Manager

\* \* \* \* \*