



# PEDRO FALCON, INC.

Response to City of Key West ITB for

## RE-BID: 201 WILLIAM STREET SPALLING REPAIR – KEY WEST HISTORIC SEAPORT



*Spalling Repair at Historic Glynn Archer Gymnasium, Key West*



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**PART 1**

**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) **“RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT,”** addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on the **31<sup>st</sup> day of March 2021**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package.** Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **“ITB #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT”** addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for concrete spalling repairs including replacement of identified tie-beams and columns per the Scope of Work and engineered drawings.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

A **Mandatory pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services (Traffic Circle @ Mural), 201 William Street, Key West, Florida on **March 24, 2021 at 9:30 a.m.**

**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.**

For information concerning the proposed work please contact Karen Olson, Deputy Director, Port and Marine Services by email at [kolson@cityofkeywest-fl.gov](mailto:kolson@cityofkeywest-fl.gov). Verbal communications, per the City’s “Cone of Silence” ordinance are not allowed.

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

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

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## 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 Specification 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

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least **6** calendar days prior to Bid opening (**March 26<sup>th</sup>**)) 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 Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### 2. SCOPE OF SERVICES

Provide all labor and material necessary to replace 32 reinforced concrete columns and approximately 222lf of concrete reinforced tie-beams. Work also includes the following:

- Interior/ exterior restoration including stucco, concrete, cmu, priming & painting, drywall, flooring and ceiling shall be incidental to the project.
- Shoring/ reshoring of existing structure and walls shall be incidental to the project.
- All columns noted shall be full replacement, foundation to roof tie-beam.
- Contractor shall take necessary precautions to preserve mural artwork on exterior of building.
- Removal/ reattachment including but not limited to: panels, outlets, light fixtures, conduits, condensate, condensors & CCTV equipment, ect..
- Removal/ reattachment including but not limited to: supply lines, waste lines, beer lines, hose bibs, ect..
- Removal/ reattachment including but not limited to: overhead doors, walk doors, windows, air curtains, overhangs, gutter and downspouts, ect..
- Removal/ reattachment including but not limited to: equipment, furniture, games, coolers, ect...

*The intent of this Scope of Work is to describe a functionally complete project (or part thereof) to be constructed in accordance with all applicable codes. Any work, materials, or equipment that may reasonably be inferred from this Scope of Work, as being required to produce the intended result shall be supplied whether or not specifically called for.*

3. WORK SCHEDULE

Contractor shall have the ability to perform work outside of normal business ours. Noise disruption shall be minimized at entrances of businesses and seating areas, requiring some work to start and end earlier than normal. Main entrances to businesses shall be accessible at all times unless prior coordination and approval from City and Tenant.

4. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CRA. Proposers 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.

5. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer 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, permits, fees, and similar subjects.

6. TYPE OF BID

UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

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 unit price amounts. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 11).

7. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms.

Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

**B. SIGNATURE**

The Bidder shall sign his BID in the blank space provided therefor. 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 Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

**C. SPECIAL BIDDING REQUIREMENTS**

The Bidder shall submit with his Bid his experience record showing his experience and expertise in spalling repair and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old 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 at least 3 references from the above work experience.

**D. ATTACHMENTS**

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

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification

7. Non-Collusion Affidavit
8. Proof of Required Insurance

8. MODIFICATION OR WITHDRAWAL OF BID

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 Bids. 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.

9. 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.

9. AWARD OF CONTRACT

Within 120 calendar days after the opening of Bids the CRA will accept one or more of the Bids. The acceptance of the Bid will be by written notice of award mailed to the office designated in the Bid or delivered to the Bidder's representative.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

10. BASIS OF AWARD

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

11. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate and 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 Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

12. 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.

13. 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.

14. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt



or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

15. 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 only be allowed in accordance with the provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

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 the Contract.

The term of this contract will be one hundred-eighty (**180**) calendar days.

16. WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

17. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

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**BID FORM**

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **RE-BID: 201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #21-011

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

Company Name: Pedro Falcon Contractors, Inc.

Contact Name & Telephone #: Christian Brisson 305-872-2200 ext 26

Email Address: cb@pedrofalcon.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this 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 personally inspected the Project, 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 Proposal.

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 a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

**CERTIFICATES OF INSURANCE**

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the

Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

<b>Type of Insurance</b>	<b>Limits</b>	<b>Comments</b>
General Liability	\$2,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	

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

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

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

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

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

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West

immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

All 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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred-eighty (180) calendar days, including construction of the foundation and assembly of the structure.

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, 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 excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, \_\_\_\_\_, \_\_\_\_\_. (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.

UNIT PRICE WORK 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 unit price amounts.

The Bidder agrees that the unit price represent a true measure of 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 discrepancy, the amount shown in words shall govern.

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**BID SCHEDULE  
RE-BID  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT**

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization and Demobilization

a. Mobilization	1	each	\$ 60,000.00	_____
b. Demobilization	1	each	\$ 30,113.00	_____
	1	LS	(10% of Construction Cost Max.)	\$ 90,113.00
				_____

2. Payment and Performance Bonds

1	LS		\$ 15,170.00	_____
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3. Permit Fees (to be paid at cost)

1	LS		\$ 30,000.00	_____
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4. Demolition (INCIDENTAL TO ALL BID ITEMS)

1	LS			
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5. Reinforced Structural Concrete Tie-Beams (includes all labor, equipment and disposal for a complete product)

302	CF	Unit Price \$ 543.66		TOTAL	\$ 164,185.32	_____
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6. Reinforced Structural Concrete Columns (includes all labor, equipment and disposal for a complete product)

740	CF	Unit Price \$ 453.22		TOTAL	\$ 335,382.80	_____
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7. Miscellaneous Electrical/ Mechanical Work (includes all labor, equipment and disposal for a complete product)

1	LS		\$ 101,894.00	_____
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8. Miscellaneous Plumbing Work (includes all labor, equipment and disposal for a complete product)

1 LS \$ 19,924.00

9. Miscellaneous Appertances - Interior (includes all labor, equipment and disposal for a complete product)

1 LS \$ 170,204.00

10. Miscellaneous Appertances - Exterior (includes all labor, equipment and disposal for a complete product)

1 LS \$ 129,680.00

11. Allowance (only to be used with Owner's written direction)

1 LS \$ 75,000.00

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 11 \$ 1,131,553.12

One Million One Hundred Thirty One Thousand Five Hundred Fifty ThreeDollars & twelve Cents  
(amount written in words)

**NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD**

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

See Contractor's Projected Operations Load and Cost Estimate on the following page.




### **Contractor's Projected Operations Load and Cost Estimate**

- Remove and reinstall downspouts and gutters
- Remove and reinstall railings at stairs and ADA ramps
- Install and remove signage, barricades, and fencing
- Remove and repair GWB, framing
- Painting
- Install and remove temporary partitions to seal and segregate work areas from functioning businesses
- Selective stucco installation
- Remove and reinstall signs, banner, and any accessories
- Clean-up as required the affected business
- Remove and reinstall flood lights, cable, communication, security cameras, conduits, electrical meter and panels
- Remove and reinstall condensate drain pipes
- Install and remove any window and door protection
- Install scaffolding and cover to keep entry way open
- Remove and install new porcelain tile
- Remove and reinstall acoustical ceilings
- Install and remove portable chain link fence
- Remove and reinstall brick pavers
- Remove and reinstall structural steel roof members as required
- Remove close cell insulation from walls
- Remove and reinstall windows and doors
- Remove and reinstall roof wood framing
- Remove existing wood case and countertop at Waterfront Restaurant to access area 17 and 18
- Remove and reinstall IPE floor decking
- Remove and reinstall sound proofing panels on walls and ceilings
- Remove and reinstall bamboo decorative walls in the shops
- Remove and reinstall countertop and cash register in the shops
- Remove and reinstall window blinds

**Total cost for the self-perform listed above work is \$314,842.00**



SUBCONTRACTORS

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

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

Pedro Falcon Electrical Contractors, Inc.  
\_\_\_\_\_

Name

31160 Avenue C, Big Pine Key, FL, 33043  
Street City State Zip

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

Gary's Plumbing & Fire  
\_\_\_\_\_

Name

6409 Second Terrace, Suite 1, Key West, FL, 33040  
Street City State Zip

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

KLM Services  
\_\_\_\_\_

Name

30412 Fifth Avenue, Big Pine Key, FL, 33043  
Street City State Zip

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

Bella Construction of Key West  
\_\_\_\_\_

Name

35 Diamond Dr., Key West, FL, 33040  
Street City State Zip

SURETY

Traveler's Casualty & Surety Company of America c/o Nielson, Hoover & Co. - Joseph Nielson \_\_\_\_\_ whose address is

8000 Governors Square Blvd., Suite 101 Miami Lakes , FL , 33016  
Street City State Zip

305-722-2663 Joseph P. Nielson  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Pedro Falcon Contractors, Inc.

\_\_\_\_\_ doing business  
at

31160 Avenue C , Big Pine Key , FL , 33043  
Street City State Zip

cb@pedrofalcon.com  
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>Christian Brisson</u>	<u>President, Director, Secretary</u>
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership N/A

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
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 31st day of March 2021.

(SEAL)

Pedro Falcon Contractors, Inc.

Name of Corporation

By

  
\_\_\_\_\_  
Christian Brisson

Title as President

Attest

  
\_\_\_\_\_  
Secretary Christian Brisson

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 projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

See Selected Projects on the following pages.

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## Historic Glynn Archer Gymnasium Renovation



**Project Address:** 1030 United St., Key West

**Contracting Agency:** City of Key West

**Project Contact:** L. Kreed Howell

**Project Contact Phone:** 305-809-3963

**Dates Work Was Performed:** Sept. 2018 – Aug. 2019

**Contract Value:** \$2,067,509.00

**Engineer or Architect:** William P. Horn, Architect

**Architect's Address:** 915 Eaton St., Key West, FL 33040

**On Time and On Budget:** Yes.

**Project Summary:** Renovations to a Contributing Historic Structure within the Key West Historic District. A 2010 Report concluded: "The deteriorated condition of the roof and floor framing members and the concrete spalling damage in Building D would likely make it more feasible to demolish, but the historic nature of the building might prevent that possibility."

**Scope of Work:** Pedro Falcon Contractors was awarded the Glynn Archer Gymnasium Renovations Project and began work in September 2018. A significant amount of debris had to be removed. Bleachers were demolished and removed. Renovations included roofing repairs, extensive concrete spalling repairs, new ADA compliant restrooms, and a new interior configuration. New mechanical, electrical, and plumbing systems were installed. Exterior work included replacing windows and doors to match the original historic windows and doors. A new white single-ply membrane roof with insulation was installed, as was lightning protection.

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Harvey Government Center @ Historic Truman School – Repair Deficiencies at Three Exterior Concrete Stairs



**Project Address:** 1200 Truman Ave., Key West  
**Contracting Agency:** Monroe County BOCC  
**Project Contact:** Steve Sanders, PM  
**Project Contact Phone:** 305-292-4527  
**Dates Work Was Performed:** June – August 2018

**Contract Value:** \$58,497.00  
**Engineer or Architect:** Perez Engineering  
**Address:** 1010 Kennedy Dr., Key West, FL 33040  
**Engineer's Phone:** 305-293-9440  
**On Time and On Budget:** Yes.

**Project Summaries:** PFC was responsible for protecting the existing building and features, as well as for public safety in and around the work areas. We coordinated with the Owner to secure the construction area and to keep the remaining portions of the site accessible and in operation, providing minimal disruption to the business which occurs at the Harvey Government Center.

Concrete construction of footers, CMU walls, reinforced slabs & concrete stairs. East & West Main Entry Stairs (mirrors of each other) were demolished and reconstructed with properly sloped landings. The Break-Room Stairs were demolished and reconstructed to proper dimensions. New aluminum railings and handrails were fabricated and installed. An Owner requested change order was added to demo existing unsafe sidewalks in two areas (225 SF total) and install new 4" thick concrete sidewalks in same footprint. The work areas were painted to match existing.

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**Mosquito Control Concrete Stairs Replacement**



**Project Address:** 5224 College Rd., Key West, FL  
**Contracting Agency:** BOC FL Keys Mosquito Control  
**Project Contact:** Michael Doyle  
**Project Contact Phone:** 305-292-7190  
**Dates Work Was Performed:** 2015

**Contract Value:** \$41,500.00  
**Engineer or Architect:** Perez Engineering  
**Address:** 1010 E. Kennedy Dr., Suite 201, Key West, FL  
**Engineer's Phone:** 305-293-9440  
**On Time and On Budget:** Yes.

**Project Summaries:** Demolish, remove & replace existing exterior concrete staircase due to deterioration. Fabricate and install powder coated aluminum handrails. Scope of work included footings, columns, slabs and railings with 180 MPH wind ratings.

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Cleaver Residence – Hurricane Irma Repairs



**Project Address:** 19482 Canal Drive, Sugarloaf  
**Contracting Agency:** Jennifer Cleaver  
**Project Contact:** Jennifer Cleaver  
**Project Contact Phone:** 305-797-0451  
**Dates Work Was Performed:** Beginning April 2021

**Contract Value:** \$56,792.00  
**Engineer or Architect:** Northstar Engineering, LLC  
**Address:** 201 Front St., Suite 203, Key West, FL 33040  
**Engineer's Phone:** 305-481-0400  
**On Time and On Budget:** To date, yes.

**Project Summaries:** Provide engineered drawings for concrete column repairs, window loading, and deck removal. Provide shoring to support house temporarily during column concrete repairs. Chip & remove loose concrete. Install new vertical rebar and stirrups. Form, place and pour new column portions that were removed. Remove and replace selected doors and windows. Fix leak in kitchen area where second floor porch meets home wall. Remove and set aside kitchen cabinets and reinstall once drywall is repaired. Remove second floor deck. Paint to match existing surfaces texture and color.

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### Transient Restrooms/Dockmaster Building



**Project Address:** 1801 N. Roosevelt Blvd., Key West  
**Contracting Agency:** City of Key West  
**Project Contact:** Karen Olson, Dep. Dir. Port Services  
**Project Contact Phone:** 305-809-3792  
**Dates Work Was Performed:** June 2018 – July 2019

**Contract Value:** \$1,939,649.93  
**Engineer or Architect:** William P. Horn, 305-296-8302  
**Architect's Address:** 915 Eaton St., Key West, FL 33040  
**On Time and On Budget:** Yes.

**Project Summary:** Complete construction of a new Dockmaster Building with Transient Restrooms, laundry facility and maintenance shop located at the Key West City Marina at Garrison Bight. This is a one-story, 3,600 SF, concrete and steel structure, built to Florida Green Building Coalition (FGBC) Certification standards. Work included coordination with the Owner to secure the construction area and to keep the remaining portions of the site accessible and in operation. The existing transient restroom building was demolished, temporary facilities were put in place, and the Dockmaster Port & Marine Services Office remained open and functioning throughout construction.

**Scope of Work:** Work included site modifications and improvements, utilities, auger cast piles, concrete grade beams, pre-fabricated trusses, decking, aluminum and stainless steel cable rail assemblies, handicap lift, structural steel and metal framing, complete interior/exterior package including all electrical, plumbing, HVAC, doors, windows, storefronts, louvers, finishes, fixtures, tile, cabinetry, signage, landscaping, and fencing.

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**Demolition of Old/Installation of New – Monroe County Transfer Station Offices**



**Project Address:** Cudjoe Key, Long Key and Card Sound  
**Contracting Agency:** Monroe County BOCC  
**Project Contact:** Steve Sanders, Monroe County QC PM  
**Project Contact Phone:** 305-295-4338  
**Dates Work Was Performed:** June 2017 – April 2019

**Contract Value:** \$1,111,033.95  
**Engineer or Architect:** Pike Architects, Inc. (Released)  
**Architect's Address:** 471 US 1, #101, Key West 33040  
**Architect's Phone:** 305-296-1692  
**On Time and On Budget:** Yes.

**Project Summary:** This project started immediately prior to Hurricane Irma. The construction included all work and material required for the provision, installation and hook up of fully functional office buildings at three separate Monroe County Transfer Station locations: Card Sound, Long Key and Cudjoe Key.

**Scope of Work:** Work included demolishing & removing existing Scale Offices, Old Scales, and Scale Pits. New manufactured buildings were installed. PFC scheduled, coordinated, and implemented a transfer of the scale operations without interruption of the scale or ancillary operations. Proper site conditions (including access control to maintain a safe environment for Contractor employees, site customers, and site employees) were provided.

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OWNER & LOCATION	JOB NAME	DESCRIPTION OF SERVICES PROVIDED	ORIGINAL CONTRACT AMOUNT	START YEAR	CONTACT
Monroe County BOCC - Simonton St., Key West, FL	Monroe County Public Library & Adult Education Center, Marathon, FL	Construction of a two-story concrete, masonry and steel structure to house the City of Marathon Public Library and the Monroe County School District Adult Education Center. The building will be 13,969 SF.	\$7,069,305.00	2019	Rob Tudor Project Manager Monroe County O: (305)292-4416 tudor-rob@monroecounty-fl.gov
Carico, Inc.	Henderson Building	The Henderson Building is a new 2-story, 7,400 SF building to be built from the ground up. The project consists of 2,700 SF of office space with an additional 4,700 SF comprising six residential Affordable Housing Units.	\$2,664,984.00	2019	William P. Horn Architect, P.A. 915 Eaton Street, Key West, FL 33040 305-296-8302
Monroe County School District	Marathon High School Athletic Complex	PFEC provided a complete and fully functional installation of all Electrical Systems, Telecommunications Systems, and Technology Systems for a new 530,400 SF Athletic Complex.	\$1,799,224.00	2019	Marshall Quarles, PM, Ajax Building Corporation 813-510-1206
City of Key West	Glynn Archer Gymnasium Renovation	The Glynn Archer Gymnasium Building is a Contributing Historic Structure within the Key West Historic District. Renovations included roofing repairs, extensive concrete spalling repairs, new ADA compliant restrooms, and a new interior configuration. New mechanical, electrical, and plumbing systems were installed. Exterior work included replacing windows and doors to match the original historic windows and doors. A new white single-ply membrane roof with insulation was installed.	\$2,051,892.20	2018	L. Kreed Howell, Former Sr. Construction Manager, City of Key West 305-809-3963 - Current contact is Steve McLearney, Director of Engineering at 305-809-3747
City of Key West	Transient Restrooms/DockMaster Building	Complete construction of a new Dockmaster building with transient restrooms, laundry facility and maintenance shop located at the Key West City Marina at Garrison Bight. This is a one-story, 3,600 SF, concrete and steel structure built to FGBC Certification standards.	\$1,929,218.00	2018	Karen Olson, Deputy Director Port & Marine Services 305-809-3792
City of Key West	Edward B. Knight Pier Lighting	Replace existing panel with 100A, 24 space, 120240V, 1PH, NEMA 4X, 10,000AIC. Replace contactor enclosure with new NEMA 4X. Coil voltage to be 120V to operate from photocell voltage. Replace photocell for pole lights with new 120V photocell. Disconnect/Reconnect wiring as necessary to replace equipment on power pedestal. Replace existing electrical meter; new meter to have 100A main breaker, 120240V, 1PH, NEMA 4X. Relocate existing special receptacle on same pole, but 2' higher than current position. Maintain AIDS Memorial lighting.	\$137,172.00	2018	Engineering Services, 1300 White St, Key West, FL 33040
Monroe County BOCC	Demolition of Old/Installation of New - Monroe County Transfer Stations	Construction included all work and material required for the provision, installation and hook up for fully functional office buildings at three separate Monroe County Transfer Station locations: Card Sound Road in Key Largo, Overseas Highway in Long Key, and on Blimp Road in Cudjoe Key.	\$1,111,033.95	2017	Steve Sanders, Quality Control & Safety Project Manager, Monroe County PM 305-304-1351
Moose Lodge	Moose Lodge 1585 - Hurricane Irma Repairs	Separate bar and demolition/construction area. Bar to remain operational. Remove drywall/paneling/trims in lower level to 5' AFF including insulation. Remove doors, cabinets, toilets, urinals, vanities, utility sinks, toilet partitions and VCT flooring in lower level. Replace electrical receptacles that are below 3'2". Replace framing under bar. Replace stairs and railing to bar. Install new insulation & drywall. Install new doors, hardware and trim. Install new millwork and solid surface countertops. Install new floor tile and wall tile wainscoat in bathrooms. Paint. Install new toilet partitions, urinal screens, and bathroom accessories. Repair elevator lift. Install new hot water heater, utility sink, toilets and urinals.	\$221,337.00	2017	Bill Lechner, Administrator - P O Box 430749, Big Pine Key, FL 33043
FEMA Funded Program in Monroe County	Sheltering and Temporary Essential Power (S.T.E.P.) Program	S.T.E.P. was a rapid repair program for Monroe County homes damaged due to Hurricane Irma. Focus was on restoring basic life-sustaining needs for temporary emergency sheltering in place. PFEC worked to restore electrical service and make electrical repairs to approximately 150 homes.	\$300,000.00	2017	Emmanuel McKenzie, PM SLS 6702 Broadway Galveston, TX 77554 O: 713-880-8411 C: 832-610-5141
Monroe County BOCC	Big Pine Key Park - Shade Retrofit & New Bocce Courts	We provided a security chain-link fence between the work area & the public to separate the construction area from park visitors. SOW: Demo and replace posts and fasteners on 17 shade structures. Construct five (5) official bocce courts at 12' wide and 64' long with 3' between courts in accordance with specified drawings. Remove benches and garbage/recycling receptacles surrounding the existing bocce courts and reuse the benches and all the receptacles around the new bocce courts.	\$184,820.00	2017	Steven Sanders, PM Monroe Co. Public Works & Engineering, 1100 Simonton St. Room 2-216, KW 33040 305.295.4338
City of Marathon	Utility & Public Works Maintenance Facility	Design/Build new 10,000 SF pre-engineered steel building from ground up to finished product.	\$1,994,484.00	2016	Carlos A. Solis 9805 Overseas Highway, Marathon, FL 33050 305-289-5008
City of Key West, Fleming Key NAS	Pre-Engineered Steel Building & Foundation	Design/Build "S" style pre-engineered building (Quonset Hut) including foundations, doors/windows.	\$167,509.00	2016	John Paul Castro, Utilities Director, City of Key West 305-809-8867 jcastro@cityofkeywest-fl.gov
City of Key West	Mallory Square Bathrooms Improvements	Replace bathroom fixtures, doors, dispensers, electric hand dryers, janitor's sink, interior water and sewer piping and valves, exterior doors, new attic vent fan, cleaning & painting, and window screens.	\$151,412.00	2016	Janet Muccino Project Manager City of Key West Engineering 305-809-3867 jmuccino@cityofkeywest-fl.gov
Mote Marine Laboratory, Inc.	Mote Marine Tropical Research Lab	All electrical systems for the new Mote Marine Research Lab building on Summerland Key. Interior and exterior lighting packages, LP Generator, electrical panels & disconnects with associated gear. Fire alarm system. Underground distribution. Power feed and gear for solar panel system. Car charging station.	\$637,607.00	2016	GC: Willis Smith Construction Katie Kominos 5001 Lakewood Ranch Blvd North Sarasota, FL 34240 941-366-3116

OWNER & LOCATION	JOB NAME	DESCRIPTION OF SERVICES PROVIDED	ORIGINAL CONTRACT AMOUNT	START YEAR	CONTACT
City of Key West	Sexton House City of Key West Cemetery	Located in the Historic Key West City Cemetery, the Sexton's House was determined to need extensive structural, roof, and wall repairs. The City decided to demolish the 50 year old building and proceed with the design and construction of a new one story, Classic Georgian style building. Work included 1,000 SF slab on grade, concrete, masonry, roof, high impact windows, MEP, stucco exterior, high end finishing, hardwood flooring, crown molding, chair rails, and outdoor decorated columns. The building includes archives, an office, family room, and tourist areas. New amenities include a family waiting area, ADA accessibility at interior rooms, secured ground maintenance equipment storage, an exterior restroom facility, ADA van accessible designated parking, and bicycle racks.	\$445,222.00	2015	Devon Steckly Sr. Project Manager City of Key West Engineering  305-809-3747
City of Key West, Fleming Key NAS	Repair of the Administration Bldg. Roof at Richard A. Heyman Environmental Protection Facility	Roof repair including demolition of existing roof systems, roof membrane, walk pad, metal flashing installation, removal and re-install lightning protections, ladders.	\$274,570.00	2015	John Paul Castro, Utilities Director, City of Key West 305-809-8867 jcastro@cityofkeywest-fl.gov
City of Marathon	Marathon City Hall	New 15,000 SF City Hall Building	\$ 4,376,514.00	2014	Carlos A. Solis 9805 Overseas Hwy., Marathon, FL 33050 phone: 305-289-5008
Department of the Air Force	Renovate B723 for New Mission	Interior and exterior demo. New ramp at loading dock. New overhead doors, cabinets and drawers, toilet partitions, and new doors. New VCT, wall base, carpet tiles, epoxy floor, ceiling tiles drywall, tile shower, paint, bathroom accessories, appliances, plumbing, HVAC, electrical, communications, electronic safety and security and earthwork.	\$303,320.00	2014	Sgt Brandon M. Carey 813-828-2837 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
J1ATF South, Key West, FL	J1ATF 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	2014	305.293.5385 Contracting Div-Attn J4, P O Box 9051 Key West 33040-9051
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 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 re-closers, capacitors banks, and load analysis.	\$1,497,668.00	2014	Joseph Borello 813-828-7421 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Monroe County Board of County Commissioners	Marathon Airport Customs Facility, Guardian Ad Litem	Renovation to an existing airport terminal to include Federal Customs Facility. Project included selective demolition, insulation, gypsum, resilient flooring, division 10, plumbing, security systems, toilet compartments, concrete/masonry, doors/frames/hardware, stucco, terrazzo flooring, furniture, HVAC, CCTV, detention equipment, misc. metals, aluminum storefronts, tiling, fluid applied floor, window shades, electrical, signage, access control/duress, architecture casework, glazing, acoustical ceilings, painting, fire suppression, communications, and fire alarm.	\$1,091,403.00	2014	Ann Riger/Kevin Wilson  500 Whitehead Street, Key West, FL 33040  305.292.4416
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.	\$1,279,533.00	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
Monroe County Board of County Commissioners	ADA Compliance Segment #4	ADA Compliance on 9 occupied facilities in the Middle and Lower Keys. Work includes, doors, bathrooms, counters, baby changing stations, signage, elevators, detention center, drinking fountains, re-design etc.	\$300,400.00	2013	Jerry Barnett 500 Whitehead Street, Key West, FL 33040 phone: 305.292.4416
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.	\$319,586.00	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

**FLORIDA BID BOND**

BOND NO. Bid Bond

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Pedro Falcon Electrical Contractors, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

having its principal place of business at One Tower Square, Hartford, CT 06183

in the State of Connecticut,

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

The City of Key West

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five Percent of Amount Bid  
DOLLARS (\$ 5% of Bid ) for  
the payment for which we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **ITB #21-011 RE-BID: 201 William St. Spalling Repair – Key West Historic Seaport**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE

for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**ITB #21-011**

**RE-BID**

**201 WILLIAM ST. SPALLING REPAIR**

**KEY WEST HISTORIC SEAPORT**

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 31st day of March, 2021

Pedro Falcon Electrical Contractors, Inc.

By [Signature]  
PRINCIPAL

Travelers Casualty and Surety Company of America

SURETY

By [Signature]  
Attorney-In-Fact Joseph P. Nielson



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOSEPH P NIELSON** of **MIAMI LAKES Florida**, their true and lawful Attorney-in-Fact 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 **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance 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 remains in full force and effect.

Dated this **31st** day of **March**, **2021**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

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:

**ITB #21-011**

**RE-BID**

**201 WILLIAM ST. SPALLING REPAIR**

**KEY WEST HSITORIC SEAPORT**

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 31st day of March, 2021.

By \_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
Attorney-In-Fact



**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

Sworn and subscribed before me this 31st day of March 2021 .

*Kathleen A. Smith*

NOTARY PUBLIC, State of Florida at Large



**Kathleen A. Smith**  
Commission # GG200716  
Expires: April 22, 2022  
Bonded thru Aaron Notary

My Commission Expires: 4-22-22

\* \* \* \* \*

**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 Re-Bid: 201 William Street Spalling  
Repair - Key West Historic Seaport

2. This sworn statement is submitted by Pedro Falcon Contractors, Inc.  
(name of entity submitting sworn statement)

whose business address is 31160 Avenue C, Big Pine Key, FL 33043

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2550231

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

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

and my relationship to the entity named above is as President, Director, Secretary

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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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


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

March 31, 2021  
 \_\_\_\_\_  
 (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 31st day of March, 2021.

My commission expires:



**Kathleen A. Smith**  
**Commission # GG200716**  
**Expires: April 22, 2022**  
**Bonded thru Aaron Notary**

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

**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: 31160 Avenue C, Big Pine Key, FL 33043

Address

  
Signature

Christian Brisson

Print Name

as President

Title

SEAL:



DATE: March 31, 2021

**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 Code of Ordinances Sec. 2-799.

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

Christian Brisson

Sworn and subscribed before me this 31st day of March 2021.

Kathleen A. Smith  
NOTARY PUBLIC, State of Florida at Large



Kathleen A. Smith  
Commission # GG200716  
Expires: April 22, 2022  
Bonded thru Aaron Notary

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, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By:   
\_\_\_\_\_  
Christian Brisson

Sworn and subscribed before me this

31st day of March, 2021.

  
\_\_\_\_\_



Kathleen A. Smith  
Commission # GG209716  
Expires: April 22, 2022  
Bonded thru Aaron Notary

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 4-22-22

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA            )

:

SS COUNTY OF MONROE        )

I, the undersigned hereby 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.

By:   
Christian Brisson

Sworn and subscribed before me this

31st day of March, 2021.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 4-22-22



**Kathleen A. Smith**  
**Commission # GG209716**  
**Expires: April 22, 2022**  
**Bonded thru Aaron Notary**

**LOCAL VENDOR CERTIFICATION  
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances 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 Fax: 305-872-2219  
(P.O Box numbers may not be used to establish status)

Length of time at this address Thirty Five (35) Years

  
Signature of Authorized Representative

March 31, 2021  
Date

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 31st day of March, 2021.  
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 \_\_\_\_\_ as identification  
(type of identification)

  
Signature of Notary

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

Print, Type or Stamp Name of Notary  
Kathleen A. Smith  
Commission # GG200716  
Expires: April 22, 2022  
Bonded thru Aaron Notary  
Title or Rank



## 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 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 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, one (1) original, two (2) USB drives.
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;  
Non-Collusion Affidavit; Proof of Required Insurance

\* \* \* \* \*

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**PART 2**

**CONTRACT FORMS**

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**CONTRACT AGREEMENT**

This Contract, made and entered into \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Key West, hereinafter called the "Owner", and \_\_\_\_\_, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT**

Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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

The Contractor agrees to complete the work within one hundred-eighty (180) calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of **\$1,000.00** per day. Sundays and legal holidays shall be included in determining days in default.

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

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

**CITY OF KEY WEST**

By\_\_\_\_\_

Printed\_\_\_\_\_

Title\_\_\_\_\_

**CONTRACTOR**

By\_\_\_\_\_

Printed\_\_\_\_\_

Title\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for Owner

\* \* \* \* \*

**FLORIDA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05 \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR (Principal), and

\_\_\_\_\_

with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 20\_\_, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

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

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

**IN WITNESS WHEREOF**, the above parties bonded together have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

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

(SEAL)

ATTEST

**SURETY**

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

(SEAL)

ATTEST

**FLORIDA PAYMENT BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_  
hereinafter called the CONTRACTOR, (Principal), and

\_\_\_\_\_

with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_  
\_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS( \_\_\_\_\_),  
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract for

**ITB #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT** attached hereto, with

the CITY, dated \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR’S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

**IN WITNESS WHEREOF**, the above parties bounded together have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

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

(SEAL)

ATTEST

**SURETY**

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

(SEAL)

ATTEST



**LICENSE REQUIREMENT AND COST**

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

**CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>



**PORT & MARINE SERVICES**  
201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 1**

**RE-BID:  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT  
ITB #21-011**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**GENERAL NOTES:**

1. Mandatory Pre-Bid sign-in sheet attached.
2. Laydown Area located in the bus parking lot located in 900 Block of Caroline Street. It shall be contained in the two bus parking spaces at the Southwest corner of lot as shown on attachment.
3. All Requests for Information must be submitted, in writing, end of business March 26, 2021.

**CLARIFICATION:**

1. Per plan there are 34 concrete columns to be replaced. 32 columns were noted incorrectly in Scope of Work.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to be "Pedro Falcon", is written over a horizontal line.

Signature

Pedro Falcon Contractors, Inc.

Name of Business

**RE-BID**  
**201 WILLIAM ST. SPALLING REPAIR**  
**KEY WEST HISTORIC SEAPORT**  
**ITB #21-011**

Mandatory Pre-Bid Meeting SIGN-IN Sheet  
 March 24, 2021  
 9:30 AM

NAME / COMPANY	CONTACT #	EMAIL
ONE SOURCE RESTORATION	813-380-5510	les@onesourceresto.com
DEC Contracting Group	504-782-2614	chris@deccontracting.com
SENGER MASUTAKOV, ARTIBUS DESIGN	(805) 304-3512	senger@artibusdesign.com
Karel Dostal Check Electric LLC	305-890-3332	check@checkelectricllc.com
CHRISTINA BRISSON PEDRO FALCON CONTRACTOR	305-872-2200	cb@pedrofalcon.com
HOP SCARREKENGOST MARINO CONSTRUCTION GROUP	724-544-1492	hsc@scarrekengostmarinoconstruction.com
TIM NEELY BELLA CONST	305-796-0628	tim@concretebella.com
MARRERO CONSTRUCTION	305-393-6319	MASAWVER1@gmail.com
Ryan LaChapelle SEATECH, INC.	305-304-8406	RYNL@SEATECH.CC
Charles Perry Gary the Carpenter	508-990-0111	GarytheCarpenter@HotMail.com
Nathaniel J. McIntyre McIntyre Construction LLC	(305) 889-9862	nathanie@mcintyreconstructionkeywest.com
Russ Howell Gary the Carpenter	(305) 747-0251	garytheCarpenter@hotmail.com
Robert Blanchard DL Pomer	941-589-9400	gary@dlpomer.com, robert@dlpomer.com



**LAYDOWN AREA**



## **PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

### **ADDENDUM NO. 2**

**RE-BID:  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT  
ITB #21-011**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

#### **QUESTIONS & CLARIFICATIONS:**

1. Will the contractor be responsible to paint the entire walls from top to bottom and wall to wall to be able to match the existing paint for each repair area? Sometimes the paint has faded and we will not get a perfect match if we only paint the new concrete that was replaced. There might be a slight difference between the new paint patch and the existing walls that has been untouched

**Paint to match 12" beyond concrete patch. Straight vertical or horizontal cuts**

2. Under addendum No. 2 item #3 states "Contractor to sequence noisy activities (95 decibels or greater), within 50 feet of food consumption areas, before business hours. Late night and early morning work will be considered for certain activities." Furthermore, the city of Key West noise ordinance states "Sound levels produced from tools and equipment in commercial construction, demolition, drilling, or reasonably similar activities. However, such sound levels are limited to the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday." Based on these two conditions, will the City of Key West provide the contractor with a permit to produce noise beyond these hours restricted by the noise ordinance?

**A Sound Control Ordinance "temporary waiver" will be required for work outside of noted hours, Owner will assist in obtaining. Contractor shall submit "temporary waiver" request in writing with Bid**

3. Will the contractor be able to make noise in excess of the 95 decibels during business hours at the following areas: column 28, 29, 30, 31, 32, 33, 34, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 since they are further away than 50 feet of food consumption areas?

**It appears columns 28, 29 and 30 are within 50 feet of a food consumption area. All other columns noted are outside the 50-foot requirement**

4. The base of column 2, 3, 4 intersect the slopping handicap concrete ramp. Will the contractor have to saw cut and demo the ADA ramp slab to be able to reach and access the base of column 2, 3, and 4 as shown on detail 1 on sheet S-101?

**See Answer to Question 5**

5. The base of columns 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 intersect the interior elevated floor slab and also the exterior elevated slab for the front entrance and the loading dock slab which is approximately 42 inches above the exterior grade for The Waterfront Brewery. Will the contractor have to saw cut and demo the concrete elevated slabs to be able to reach and access the existing grade beam and foundations of these columns as shown on detail 2 on sheet S-102?

**Columns shall extend minimum 6" below the lowest existing grade or 6" into a grade beam if it is exposed. No demolition of the ramp nor loading dock slab is expected. The contractor shall protect all finished surfaces including loading dock and ramp slab from damage during demolition and installation of new concrete. Any repairs or restoration needed shall be completed in workmanlike manner, meet or exceed industry standards and at contractor's expense**

6. Column 19 is located inside the Waterfront Brewery restaurant. The slab of the restaurant is approximately 42 inches above the exterior grade which the perimeter foundation appears to be located. Is it the intent of this detail 1/S101 for the contractor to saw cut the existing restaurant floor slab and excavate until it reaches the existing grade beam/foundation located at an unknown depth below the slab or will the contractor stop the column replacement at the restaurant floor slab level?

**See Answer to Question 5**

7. If the answer of questions #6 is to reach the foundation under the slab on grade, would any as-built drawings or information be available to indicate how deep the foundation is below the restaurant floor slab?

**As-built drawings are not available at this point**

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

---

Signature

---

Pedro Falcon Contractors, Inc.

Name of Business



City of Key West  
Office of the City Manager, Gregory Veliz  
c/o Dorian Patton, Executive Administrator  
PO Box 1409  
Key West, FL 33041

March 31, 2012

**RE: Request for Sound Control Ordinance Temporary Waiver**

Dear Mr. Veliz,

We are General Contractors bidding to City of Key West Port and Marine Services for their ITB #21-011, 201 William Street Spalling Repair at Key West Historic Seaport. Addendum No. 2 of the Project Documents states "A Sound Control Ordinance "temporary waiver" will be required for work outside of noted Hours...Contractor shall submit "temporary waiver" request in writing with Bid".

Please consider this our request for a Temporary Waiver of the Sound Control Ordinance, to be able to start work at 6:00 AM, Monday through Friday. Please let us know if you need additional information.

Regards,

Christian Brisson  
President  
Pedro Falcon Contractors, Inc.



Ron DeSantis, Governor

Halsey Beshears, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BRISSON, CHRISTIAN NORMAND**

PEDRO FALCON ELECTRICAL CONTRACTORS INC  
31160 AVENUE C  
BIG PINE KEY FL 33043

**LICENSE NUMBER: CGC1507617**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Ron DeSantis, Governor

Halsey Beshears, Secretary



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

**ELECTRICAL CONTRACTORS LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ALLSBROOK, ROBERT DAVID**

PEDRO FALCON ELECTRICAL CONTRACTORS INC  
31160 AVENUE C  
BIG PINE KEY FL 33043

**LICENSE NUMBER: EC13003416**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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# *State of Florida*

## *Department of State*

I certify from the records of this office that PEDRO FALCON ELECTRICAL CONTRACTORS INC. is a corporation organized under the laws of the State of Florida, filed on May 21, 1985.

The document number of this corporation is H58348.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 20, 2021, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of January,  
2021*



*Ronald R. Be*  
*Secretary of State*

Tracking Number: 6894465751CU

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

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

**2020 / 2021  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2021**

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 116-19-00001693 07/10/2020 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, 2021

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

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Paid 116-19-00001693 07/10/2020 25.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

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

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

<b>PRODUCER</b> Bowen, Miclette & Britt of Florida, LLC 1020 N. Orlando Avenue, Suite 200 Maitland FL 32751	<b>CONTACT NAME:</b> Michelle Rushing <b>PHONE (A/C. No. Ext):</b> (407) 647-1616 <b>E-MAIL ADDRESS:</b> mrushing@bmbinc.com		<b>FAX (A/C. No):</b> (407) 628-1635
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Pedro Falcon Electrical Contractors, Inc. 31160 Avenue C Big Pine Key FL 33043-4516	<b>INSURER A :</b> Amerisure Insurance Company		19488
	<b>INSURER B :</b> Amerisure Mutual Insurance Company		23396
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1843954120 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL209294106	11/2/2020	11/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA209293905	11/2/2020	11/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CU209294206	11/2/2020	11/2/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC209452606	11/2/2020	11/2/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as additional insureds with respect to the General Liability including ongoing and completed operations, Auto Liability, and Umbrella Liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of Subrogation is granted with respect to the General Liability, Auto Liability, Workers Compensation, and Umbrella See Attached...

<b>CERTIFICATE HOLDER</b>  City of Key West 1300 White Street Key West FL 33040	<b>CANCELLATION</b>  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 
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Bowen, Miclette & Britt of Florida, LLC		<b>NAMED INSURED</b> Pedro Falcon Electrical Contractors, Inc. 31160 Avenue C Big Pine Key FL 33043-4516	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Liability to those parties listed in said contract, including the Certificate Holder.

The General Liability and Umbrella Liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

Project: 201 William St. Spalling Repair Key West Historic Seaport – ITB #21-011

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> GL209294106	<b>Agency Number</b> 0845507	<b>Policy Effective Date</b> 11/2/2020
<b>Policy Expiration Date</b> 11/2/2021	<b>Date</b>	<b>Account Number</b> 11228245
<b>Named Insured</b> PEDRO FALCON ELECTRICAL CONTRACTORS INC	<b>Agency</b> BOWEN MICLETTE & BRITT OF FLORIDA, LLC	<b>Issuing Company</b> AMERISURE INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984



**Policy #GL209294106**  
**Effective Dates: 11/2/2020-11/2/2021**

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.