

RESOLUTION NO. 15-312

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF PEDRO FALCON ELECTRICAL CONTRACTORS, INC. FOR ADMINISTRATION BUILDING ROOF REPAIR AT THE RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY, PROJECT NO. SE-1402, IN AN AMOUNT NOT TO EXCEED \$274,570.00 IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB 15-018 INCLUDING ALTERNATE NO. 1 (CHLORINE BUILDING); AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF KEY WEST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid #05-018 for Roof Repair at the Richard A. Heyman Environmental Protection Facility; and

WHEREAS, two firms submitted responses on September 23, 2015, and city staff reviewed the responses, and determined both bids to be qualified.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Pedro Falcon Electrical Contractors, Inc. for Administration Building Roof Repairs at the Richard A. Heyman Environmental Protection Facility (Project No. SE-1402), in an amount not to exceed \$274,570.00, including Alternate No. 1, in accordance with ITB No.15-018, is hereby awarded.

Section 2: That the City Manager is authorized to execute a contract on behalf of the City of Key West.


Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission. Passed and adopted by the City Commission at a meeting held this 4th day of November, 2015.

Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of November, 2015.

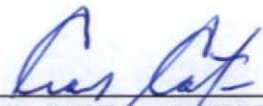
Filed with the Clerk on November 5, 2015.

Mayor Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

ATTEST:



CHERYL SMITH, CITY CLERK



CRAIG CATES, MAYOR



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager
CC: Sarah Spurlock, Assistant City Manager
Greg Veliz, Assistant City Manager
FROM: John Paul Castro, Utilities Director
DATE: October 1, 2015

SUBJECT: Awarding the Bid for Administration Building Roof Repair at the Richard A. Heyman Environmental Protection Facility, Project No. SE-1402, to Pedro Falcon Electrical Contractors, Inc., in the amount of \$274,570.00.

Action Statement:

This resolution will award the Repair to Administration Building Roof at the Richard A. Heyman Environmental Protection Facility project to Pedro Falcon Electrical Contractors, Inc., in the total amount of \$274,570.00, including a lump sum price of \$212,000.00 and alternate line items totaling \$62,570.00.

Background:

The Project consists of items of work required for roof repair to the Administration Building including demolition of the existing roof systems, roof membrane, walk pad, metal flashing installations, removal and re-installation of the lightning protection, and all work associated with the construction.

The admin roof and "chlorine building" roof are the only roofs at the waste water treatment plant that were not replaced after hurricane Wilma.

In response to ITB# 15-018, two bids were received and opened on September 23, 2015. Both bids were determined to be responsive to the invitation to bid. Summary of the bids received are as follows:

	Pedro Falcon Construction	Roofing Concepts Unlimited
Lump Sum Bid	\$212,000.00	\$226,800.00
Add Alt 1 (chlorine building)	\$62,570.00	\$73,780.00
	<hr/>	<hr/>
	\$274,570.00	\$300,580.00

Purpose and Justification:

The administration building roof at the Richard A. Heyman Environmental Protection Facility has sections of roof that leak, draining systems that need repair, and an old

Key to the Caribbean – Average yearly temperature 77° F.

lightning protection system that needs to be removed. The chlorine building roof was installed in 1990 during initial construction of the plant. Replacing the chlorine building roof at the same time as the admin building roof will save the City considerable money in mobilization and the creation and processing of bid documents which would be needed in the near future due to its age and wear from storms.

Financial Impact:

The \$274,570.00 repair cost will be charged to sewer budget line item 401-3503-535-6500. In the FY 15/16 Budget, \$390,000 has been allocated for this project.

Options:

1. The City Commission award the bid and authorize the City Manager to execute the contract with the low bidder, Pedro Falcon Construction, for the Repair of the Administration Building Roof at the Richard A. Heyman Environmental Protection Facility in the amount of \$274,570.00 in conformity with the bid documents upon the advice and consent of the City Attorney.
2. The City Commission could elect to not award the contract. City staff does not recommend this option as the situation will only worsen with time and more storms.

Recommendation:

City staff recommends the City Commission select Option 1; approve award of the lowest, responsive, responsible bid of \$274,570.00 from Pedro Falcon Construction and authorize City Manager to execute the contract.



CH2M Key West
6410 5th St.
Suite 2-A
Key West, FL 33042
O +1 305 432 9124
www.ch2m.com

September 24, 2015

Mr. John Paul Castro
Utilities Director
City of Key West
3140 Flagler Avenue
Key West, FL 33040

Re: Contractor Recommendation of Award for
Repair of the Administration Roof at the Richard A. Heyman Environmental Protection
Facility

Dear Mr. Castro:

Two (2) bids were received for the subject contract on September 23, 2015 and are summarized in the attached Bid Results Summary table. Both bids included a signed proposal and all the required forms, also summarized in the attached Bid Document Summary table.

The apparent low bidder, Pedro Falcon Electrical Contractors Inc. has identified recent construction experience working on similar projects in the Florida Keys, and has also worked on similar projects throughout Monroe County. Additionally, Pedro Falcon Electrical Contractors Inc. has successfully completed projects for the City of Key West.

We therefore recommend that the City award the Repair of the Administration Roof at the Richard A. Heyman Environmental Protection Facility contract to **Pedro Falcon Electrical Contractors Inc.**, in the amount of **\$274,570**.

Please call me if you have any questions or need additional information.

Sincerely,

CH2M HILL

Sean McCoy, P.E.

cc: File



CH2M Key West
6410 5th St.
Suite 2-A
Key West, FL 33042
O +1 305 432 9124
www.ch2m.com

Table 1
Bid Results Summary

CITY OF KEY WEST
Repair of the Administration Building Roof at the RAH EPF
BID SUMMARY

Date: September 23, 2015 Time: 3:00 P.M.

BIDDER	Admin Building	Chlorine Building Add Alt 1	Total Base Bid
<i>Pedro Falcon Construction</i>	\$212,000.00	\$62,570.00	\$274,570.00
<i>Roofing Concepts Unlimited</i>	\$226,800.00	\$73,780.00	\$300,580.00
<i>Engineer's Estimate</i>	\$343,847.43	\$119,455.51	\$463,302.94



CH2M Key West
 6410 5th St.
 Suite 2-A
 Key West, FL 33042
 O +1 305 432 9124
 www.ch2m.com

Table 2
Bid Document Summary

CITY OF KEY WEST
Repair of the Administration Building Roof at the RAH EPF
BID DOCUMENT SUMMARY

BIDDER	BID SEALED	BID SIGNED	ACKNOWLEDGEMENT of ADDEN #1	ACKNOWLEDGEMENT of ADDEN #2	BID BOND	ANTI KICKBACK AFFIDAVIT	PUBLIC ENTITY CRIMES
Pedro Falcon Construction	X	X	X	X	X	X	X
Roofing Concepts Unlimited	X	X	X	X	X	X	X

BIDDER	KEY WEST INDEMNIFICATION FORM	EQUAL BENEFITS FOR DOMESTIC PARTNER AFFIDAVIT	BUSINESS LICENSE TAX RECEIPT	CONE OF SILENCE AFFIDAVIT	DISCLOSURE OF LOBBYING ACTIVITIES	NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR S29	SUSPENSION AND DEBARMENT CERTIFICATION
Pedro Falcon Construction	X	X	X	X	X	X	X
Roofing Concepts Unlimited	X	X	X	X	X	X	X

INTEROFFICE MEMORANDUM

To: John Castro, Utilities Director
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: September 23, 2015
Subject: **WASTE WATER TREATMENT PLANT FACILITY ROOF REPAIR;
BID 15-018**

The following bids were opened Wednesday, September 23, 2015 at 3:00 p.m. in response to the above referenced project.

- | | | | |
|----|-------------------------------------------------------------------------------------------|------------------|--------------|
| 1. | Pedro Falcon Electrical Contractors, Inc.
31160 Avenue C
Big Pine Key, FL 33043 | Total: | \$212,000.00 |
| | | Alternate No. 1: | \$ 62,570.00 |
| 2. | Roofing Concepts Unlimited
11820 NW 41 st Street
Coral Springs, FL 33065 | Total: | \$226,800.00 |
| | | Alternate No. 1: | \$ 73,780.00 |

CS/sph
Bid 15-018 – WWTP Facility Roof Repair

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

BID FORM

To: The City of Key West

Address: 3126 Flagler Avenue, Key West, Florida 33040

Project Title: ITB #15-018 Repair of the Administration Building Roof at the Richard A. Heyman EPF

CH2M HILL Project No.: 650974

City of Key West Project No.: SE 1402

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

Company Name: Pedro Falcon Electrical Contractors, Inc.

Contact Name: Christian Brisson

Telephone: 305-872-2200, Ext. 26

1. BIDDER'S DECLARATION AND UNDERSTANDING

1.1. 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.

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

1.3. The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

2. CONTRACT EXECUTION AND BONDS

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

3. CERTIFICATES OF INSURANCE

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

4. START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

4.1. The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days for both roofs from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 150 calendar days from the date when the Contract Times commence to run.

5. LIQUIDATED DAMAGES

5.1. In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for each substantial completion.

5.2. After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

6. ADDENDA

6.1. The Bidder hereby acknowledges that he has received Addenda Nos. 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.

7. SALES AND USE TAXES

7.1. The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

8. PUBLIC ENTITY CRIMES

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

9. LUMP SUM ITEMS

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

650974A.GN1

Lump Sum Bid Price

A. Administration Building \$ 212,000.00

TOTAL BASE BID \$ 212,000.00
(Numerals)

Two Hundred Twelve Thousand Dollars

(Amount written in words has precedence)

and Zero Cents

ADDITIVE ALTERNATE NO. 1

This alternative is for demolition of the existing roof systems, roof membrane, walk pad, metal flashing installations, removal and re0installation of the lightning protection and all Work associated with the construction of the Chlorine Building Roof at the Richard A. Heyman EPF as shown on the Drawings. The alternative includes all material, labor, equipment, and necessary appurtenances.

\$ 62,570.00

10. SUBCONTRACTORS

10.1. 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:

Bob Hilson & Company, Inc.
Name

522 W. Mowry Drive Homestead Florida 33030
Street City State Zip

NA

Name

Street City State Zip

NA

Name

Street City State Zip

NA

Name

Street City State Zip

Surety

Travelers Casualty & Surety Co. of Am. c/o Nielson, Hoover & Co. Inc. _____ whose address is

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

Bidder

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

_____ doing business at

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

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:

Christian Brisson, as Director, President, Secretary _____

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

650974A.GN1

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 23 day of September, 2015.



Pedro Falcon Electrical Contractors, Inc.

Name of Corporation

By: [Signature]

Title: as President

Attest: [Signature]

Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Amount Bid

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

hereinafter called the Contractor (Principal), and Travelers Casualty and Surety Company of America

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 as Owner.

(Obligee), in the sum of: Five Percent of Amount Bid

DOLLARS (\$ 5% of Amount Bid), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Repair of the Administration Building Roof at the Richard A. Heyman EPF, Key West, Florida, 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 Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Repair of the Administration Building Roof at the Richard A. Heyman EPF

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 Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

650974A.GN1

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 Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 23rd day of September, 2015.

Pedro Falcon Electrical Contractors, Inc.

Principal

By: 

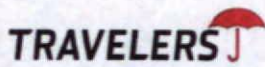
Travelers Casualty and Surety Company of America

Surety

By: 

Attorney-In-Fact Charles J. Nielson

END OF SECTION



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 225989

Certificate No. 006370804

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of June, 2015.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of September, 2015.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



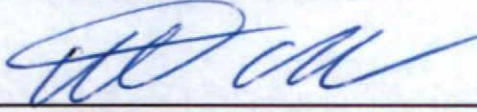
To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

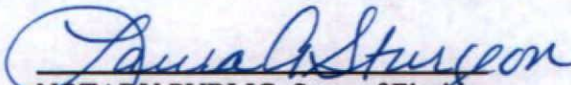
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Pedro Falcon Electrical Contractors, Inc.

By: 

Christian Brisson, as President

Sworn and subscribed before me this
23 day of September, 20 15


NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: _____

END OF SECTION

**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 Repair of the Administration Building Roof at the Richard A. Heyman EPF, City of Key West, Florida
2. This sworn statement is submitted by Pedro Falcon Electrical 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
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.

650974A.GN1

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.

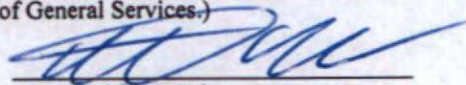
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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)
September 23, 2015

(date)

STATE OF FLORIDA

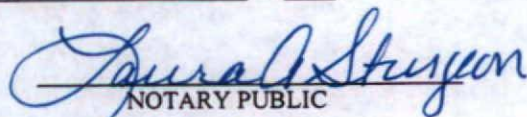
COUNTY OF MONROE

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 23 of September, 20 15.

My commission expires:



NOTARY PUBLIC



PUBLIC ENTITY CRIMES
00 43 17 - 2

PW/DEN001/650974
MARCH 24, 2015
©COPYRIGHT 2015 CH2M HILL

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.

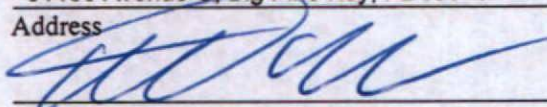
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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: Pedro Falcon Electrical Contractors, Inc.

SEAL:

31160 Avenue C, Big Pine Key, FL 33043

Address


Signature

Christian Brisson

Print Name

as President

Title

DATE:

September 23, 2015




EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

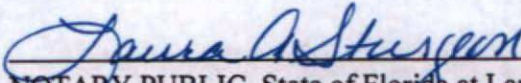
STATE OF FLORIDA)
) : SS
COUNTY OF MONROE)

Pedro Falcon Electrical

I, the undersigned hereby duly sworn, depose and say that the firm of Contractors, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
Christian Brisson, as President

Sworn and subscribed before me this
23 day of September, 2015.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: _____

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
 - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
 - (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).

- (7) ***Domestic partner*** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.

- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
 - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor. Fee not to exceed \$309.75.

2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.

3. A Business License Tax Application can be found on the City's web site.

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

Business License Tax Application

City of Key West
City Hall Annex
PO Box 1409
Key West, FL 33041

Date Applied _____

License # _____
Phone 305-809-3955
Fax 305-809-3978

Business Type: _____

Business Name: _____

Business Location: _____

Business Owner: _____

State Licensed Qualifier (if applicable): _____

Mailing Address: _____

EIN / SS # _____ Phone # _____

Applicant name (printed) Applicant signature Date

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by _____.

Signature of Notary Public (stamp or seal). Personally known ____
Produced id _____

- ____ Sales Tax number 3106 Flagler Ave 292-6735 City utility acct _____
- ____ Commercial garbage Waste Mgmt 296-8297 _____
- ____ Lease or deed
- ____ State License DBPR 850-487-1395 / Dept Ag 305-470-6900
- ____ Home occupation application
- ____ Fictitious Name registration Previous use _____
- ____ Corporate or LLC registration
- ____ Liability / Worker's Comp Zoning _____
- ____ Fire Inspector 292-8179
- ____ CO / final inspection on any permits Category _____ Fee \$ _____
- ____ Monroe County or local licensing

Licensed in accordance with Chapter 66, Key West Code of Ordinances

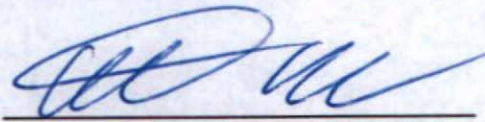
____ Approved Denied / Reason _____

Licensing Official Date

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

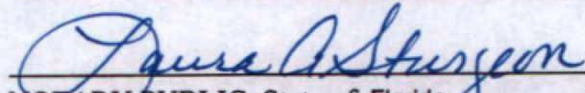
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Pedro Falcon Electrical Contractors, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).



Christian Brisson, as President

Sworn and subscribed before me this

23 day of September, 20 15.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name Pedro Falcon Electrical Contractors, Inc. Phone: 305-872-2200
 Current Local Address: 31160 Avenue C, Big Pine Key, FL 33043 Fax: 305-872-2216
 (P.O Box numbers may not be used to establish status)

Length of time at this address 25 years (March 1991)

[Signature]
 Signature of Authorized Representative

September 23, 2015
 Date

STATE OF FLORIDA
 COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 23 day of September 2015,
 By Christian Brisson, as President, of Pedro Falcon Electrical Contractors, Inc.
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced NA as identification
 (type of identification)

[Signature]
 Signature of Notary

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

Print, Type or Stamp Name of Notary Laura A Sturgeon
 Title or Rank Notary Public State of Florida
Laura A Sturgeon
My Commission EE109001
Expires 10/09/2015

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 their Bid.)


- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 1. All Contract Documents thoroughly read and understood. | [X] |
| 2. All blank spaces in Bid Form filled in, using black ink. | [X] |
| 3. Total and unit prices added correctly. | [X] |
| 4. Addenda acknowledged. | [X] |
| 5. Subcontractors are named as indicated in the Bid Form. | [X] |
| 6. Experience record included. | [X] |
| 7. Bid signed by authorized officer. | [X] |
| 8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [X] |
| 9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [X] |
| 10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [X] |
| 11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and two copies. | [X] |
| 12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [X] |
| 13. Bidder must provide satisfactory documentation of State Licenses. | [X] |

END OF SECTION

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Pedro Falcon Electrical Contractors, Inc. 31160 Avenue C Big Pine Key, FL 33043 Congressional District, if known: 26	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: NA Congressional District, if known:	
6. Federal Department/Agency: Unknown, Bid for the City of Key West, ITB#15-018	7. Federal Program Name/Description: Unknown, Bid for the City of Key West, ITB# 15-018 CFDA Number, if applicable: _____	
8. Federal Action Number, if known: Unknown	9. Award Amount, if known: \$ Unknown, in the bidding stage	

<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;">None</p> <p style="text-align: right;"><i>(attach Continuation Sheet(s))</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;">None</p> <p style="text-align: right;"><i>SF-LLLA, if necessary)</i></p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <hr/> <p>Print Name: Christian Brisson</p> <hr/> <p>Title: as President</p> <hr/> <p>Telephone No.: 305-872-2200 Date: 09/23/2015</p>
<p>Federal Use Only:</p> <p style="text-align: right;">Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</p>	

FORM DEP 55-221 (01/01)

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: ITB #15-018
 F.A.P. NO.: _____
 PARCEL NO.: _____
 COUNTY OF: Monroe
 BID LETTING OF: Repair Admin. Bldg. Roof at the
Richard A. Heyman EPF

I, Christian Brisson, hereby
 declare that I am President of Pedro Falcon Electrical Contractors, Inc.
 Of Big Pine Key, Florida
(NAME) (TITLE) (FIRM) (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS: (Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.



CONTRACTOR: (Seal)

BY: Christian Brisson, as President
NAME AND TITLE PRINTED

BY: [Signature]
SIGNATURE

WITNESS: [Signature]

WITNESS: [Signature]

Executed on this 23 day of September, 2015

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

Dated this day of, 20 September 23, 2015

By



Authorized Signature/Contractor

Christian Brisson, as President

Typed Name/Title

Pedro Falcon Electrical Contractors, Inc. d/b/a Pedro Falcon Contractors, Inc.

Contractor's Firm Name

31160 Avenue C

Street Address

Building, Suite Number

Big Pine Key, FL 33043

City/State/Zip Code

305-872-2200

Area Code/Telephone Number

650974

Pedro Falcon Electrical Contractors, Inc.

Project Experience

Project Location: Marathon City Hall
Marathon, Florida

Description of Work: New one-story 13,951 SF elevated concrete city hall building with standing seam roof.

Contract Amount: \$4,512,092.64

Dates of Performance: December 2014 to Present

Owner: City of Marathon

Owner Contact: Carlos Solis, Director of Public Works & Engineering
305-289-5008

Engineer: K2m

Engineer Contact: Scott Maloney, 216-357-2794

Project Location: Monroe County Fire Training Academy
Marathon (Crawl Key), Florida

Project Description: New one-story 5,625 SF concrete building with a built up roof.

Contract Amount: \$1,828,107.03

Dates of Performance: July 2015 to Present

Owner: Monroe County Board of County Commissioners

Owner Contact: Doug Sposito, Director of Project Management
305-292-4416

Engineer: William P. Horn Architect, PA

Engineer Contact: William Horn, 305-296-8302

Pedro Falcon Electrical Contractors, Inc.

Project Experience

Project Location: City Cemetery, 701 Passover Lane
Key West, Florida

Project Description: New cemetery house with 5 V crimp roof.

Contract Amount: \$449,046.06

Dates of Performance: June 2015 to Present

Owner: City of Key West

Owner Contact: L. Kreed Howel, Sr. Construction Manager
305-809-3963

Engineer: City of Key West

Engineer Contact: Devon Steckly, Sr. Project Manager
305-809-3747

Project Location: Conch Key Fire Station #17
Marathon (Conch Key), Florida

Project Description: New 2-story fire station.

Contract Amount: \$1,955,787.10

Dates of Performance: November 2012 to June 2013

Owner: Monroe County Board of County Commissioners

Owner Contact: Kevin Wilson, Director of Facilities Development
305-292-4439

Engineer: William P. Horn Architect, PA

Engineer Contact: William Horn, 305-296-8302



522 W. Mowry Drive
Homestead, FL 33030

P.O. Box 901543
Homestead, FL 33090

305-246-0209
305-248-1982 Fax

Monroe:
305-451-2927

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- ROOF REPAIRS
- NEW ROOFING
- METAL ROOFING
- WATER PROOFING
- ROOF MAINTENANCE

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SERVING
DADE
BROWARD
AND
FLORIDA KEYS

CC C057388
CCC1328538
H12573

www.bobhilson.com

Project Experience

September 22, 2015

To Whom it May Concern:

The following is a list of previous completed projects -

- 1) Winn Dixie
South Miami, FL
Tampa Roofing, Attn: Keith Swope, Phone# (813) 238-6430
300sq of Shingle ply roofing with Insulation over metal deck.
Job Cost: \$287,755.00
100% complete.
Date of completion: May 2014
- 2) Marathon Detention Center
Marathon, FL
Monroe County Public Works, Attn: Robert Stone, Phone # (305) 289-6077
75sq of Shingle ply roofing with Insulation over metal deck
Job Cost: 91,581.00
100% complete
Date of Completion: March 2014
- 3) Krome Detention Center
Homestead, FL
CAS Engineering, Attn: Gustavo Alouzo, Phone # (305) 262-5151 ext. 207
Various buildings total 422sq of Shingle Ply roofing with insulation over metal and concrete decks.
Job Cost: \$353,519.00
100% complete.
Date of Completion: November 2014
- 4) Naval Air Station, Key West
Key West, FL
Hitt Contractors, Attn: David Brown, Phone # (843) 364-3178
Various Buildings total 3,900sqft of Built up modified over metal, wood and concrete deck.
Job Cost: \$122,000.00
100% complete.
Date of completion: January 2014
- 5) USCG Key West Sector Hurricane Wilma Reroof and Repairs
Multiple building reroofs NAF Trumbo Point, Modified Bitumen over insulation, Singles, and misc. repairs to tile and metal roofing.
USCG CEU Miami Contracting Officer 786-356-5701
Job Cost: \$612,332.00
100% completed.
Date Completed: 2007

If you need any more information or clarification please contact me at your convenience thru the office or my cell. phone (786) 357-7047.

Sincerely,

Marius "Mick" Cronje
Estimator and Project Manager



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

**ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

RECEIVED

SEP 09 2014

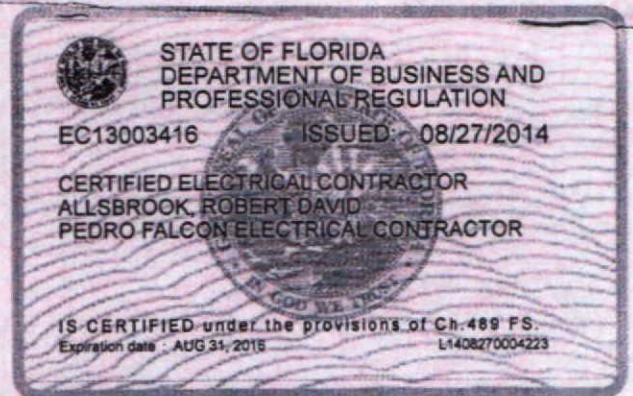
PFEC

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

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 08/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408270004223



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

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

(850) 487-1395

**BRISSON, CHRISTIAN NORMAND
PEDRO FALCON ELECTRICAL CONTRACTORS INC
653 BLACK BEARD RD
LITTLE TORCH KEY FL 33042**

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PEDRO FALCON ELECTRICAL CONTR CtlNbr:0004028
Location Addr 31160 AVE C FALCON BLDG
Lic NBR/Class 15-00004033 CONTRACTOR - CERT ELECTRICAL
Issue Date: September 10, 2014 Expiration Date:September 30, 2015
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

User: KEYWBLD Type: OC Drawer: 1
Date: 9/11/14 54 Receipt no: 48821
2815 4033

OR LIC OCCUPATIONAL RENEWAL
1.00 \$309.75

This document must be prominently displayed.

PEDRON FALCON ELECTRICAL CONTR

PEDRO FALCON ELECTRICAL CONTR
31160 AVENUE C

Trans date: 9/11/14 Time: 14:47:31

BIG PINE KEY FL 33043

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PEDRO FALCON ELECTRICAL (CGC) CtlNbr:0017630
Location Addr 31160 AVE C
Lic NBR/Class 15-00021608 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: September 10, 2014 Expiration Date:September 30, 2015
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

User: KEYWBLD Type: OC Drawer: 1
Date: 9/11/14 54 Receipt no: 48806
2815 21608

OR LIC OCCUPATIONAL RENEWAL
1.00 \$309.75

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL CONTRA

PEDRO FALCON ELECTRICAL (CGC)
31160 AVE C

Trans date: 9/11/14 Time: 14:25:07

BIG PINE KEY FL 33043

**2015 / 2016
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2016**

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL
CONTRACTORS INC

Owner Name: PEDRO FALCON, CHRISTIAN N BRISSON
Mailing Address: QUALIFIER, ROBERT D ALLSBROOK
31160 AVE C
BIG PINE KEY, FL 33043

Business Location: 31160 AVE C
BIG PINE KEY, FL 33043
Business Phone: 305-872-2200
Business Type: CONTRACTOR (GENERAL/ELECTRICAL 3RD
QUALIFIER STATE LIC EC13003416)

Employees 10

STATE LICENSE: EC0001491/CGC1507617/

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

Paid 103-14-00007323 09/14/2015 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, 2016

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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QUALIFIER STATE LIC EC13003416)

Employees 10

STATE LICENSE: EC0001491/CG

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

Paid 103-14-00007323 09/14/2015 25.00