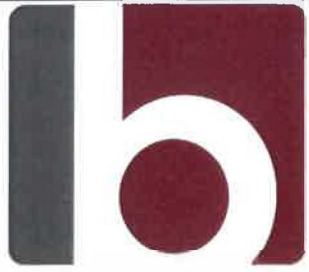


ITB # 18-038
Wickers Field Athletic Trailers



BURKE

Construction Group Inc.

1722 N Roosevelt Blvd. Key West, FL 33040 License CGCA38309

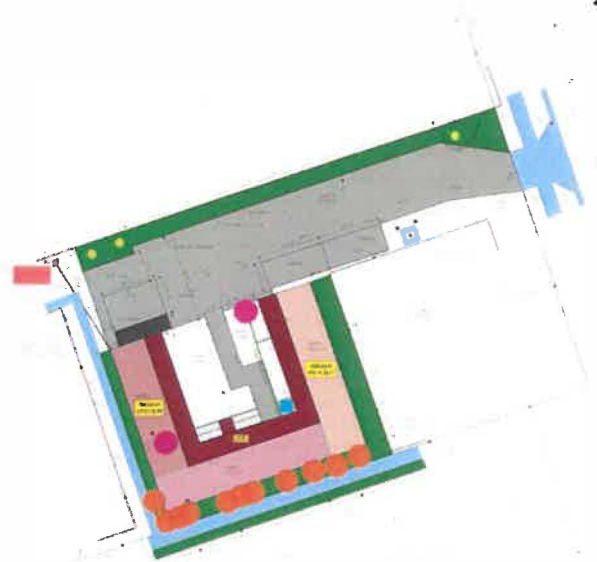
YOUR
Local Key West
PARTNER

WWW.BURKECONSTRUCTIONGROUP.COM

LOCATION MAP



PROJECT LOCATION ★



SITE PLAN
SCALE 3/8" = 1'-0"

City of Key West ITB #18-038
Wickers Field Athletic Trailers
Office of the City Clerk
1300 White Street Key West, Florida 33040

CONTRACT DOCUMENTS FOR:



ITB # 18-038

Wickers Field Athletic Trailers

August 1, 2018

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARGARET ROMERO

PREPARED BY:
City of Key West
Engineering Services

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

For

Wickers Field Athletic Trailers

CONSISTING OF:
BID REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
GENERAL REQUIREMENTS
DRAWINGS

KEY WEST, FLORIDA

August 1, 2018



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BIDDING REQUIREMENTS PART I

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #18-038, *Wickers Field Athletic Trailers*, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 pm on **September 19, 2018** Bid opening date 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, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB # 18-038 BID FOR “Wickers Field Athletic Trailers” addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following:

Furnish labor, materials and equipment to site three new trailers at the Wickers Field Sports Complex including, but not limited to foundation construction. Bidders shall provide bid alternate pricing to procure and install new trailers.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A **MANDATORY** Pre - Bid meeting will be held on August 29, 2018 at 10:00 In the City Managers Conference room of the Key West City Hall 1300 White Street, Key West, Florida

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Kreed Howell, Senior Construction Manager at lhowell@cityofkeywest-fl.gov.

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

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

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

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between 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 CITY 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 therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member

of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in roof construction and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. ENGINEER.
7. Name of ENGINEER's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Cone of Silence Affidavit
Non-Collusion Affidavit
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid 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.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders

whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. 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. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred & twenty (120) days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. 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.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract 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. 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.

17. TIME OF COMPLETION

All work (including trailer procurement) shall be completed within 150 calendar days from Notice to Proceed. The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: Wickers Field Athletic Trailers
ITB No. 18-038

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

Company Name: Burke Construction Group, Inc.

Contact Name & Telephone #: David W. Martinez 305-986-0158

Email Address: dmartinez@bcgconstruction.net

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents 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.

CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 180 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$200 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

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.

LUMP SUM

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



PROPOSAL FORM

PROPOSAL FORM

LUMP SUM BASE BID:

\$ 324,469.00

THREE HUNDRED AND TWENTY FOUR THOUSAND FOUR HUNDRED SIXTY NINE DOLLARS NO CENTS

Dollars & _____ Cents

(amount written in words)

BID ALTERNATE NO. 1 – Installation and construction of the composite wood deck

See Construction Drawings for plans on the placement and construction of the composite deck. The piles associated with supporting the composite deck are included in the base bid. This Bid Alternate is for the construction of the deck and associated stairs.

LUMP SUM \$ 51,705.00

BID ALTERNATE NO. 2 – Procurement and installation of an ADA compliant wheel chair lift

The ADA compliant chair lift needs to meet or exceed the standards for an exterior chair lift as defined by the Americans with Disabilities Act.

LUMP SUM \$ 42,317.69

BID ALTERNATE NO. 3 – Procurement of two (2) 12' x 56' and one (1) 12' x 44' mobile office trailers

*Procure and install mobile office trailers by Vesta Modular Inc., any substitution other than Vesta Modular will require approval by Owner. Plans and Specifications for this bid alternate can be found in Part 6 of these documents. **Failure to provide a dollar value for this Bid Alternate WILL result in a NON-RESPONSIVE bid.***

LUMP SUM \$ 150,398.36

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

Payment for subcontractors, materials and equipment authorized by the Owner in a written Change Order but not listed in the above Bid will be provided at the supplier's invoice plus 10 %.

PROPOSAL FORM

LUMP SUM BASE BID: \$ _____

Dollars & _____ Cents

(amount written in words)

BID ALTERNATE NO. 1 – Installation and construction of the composite wood deck

See Construction Drawings for plans on the placement and construction of the composite deck. The piles associated with supporting the composite deck are included in the base bid. This Bid Alternate is for the construction of the deck and associated stairs.

LUMP SUM \$ _____

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LUMP SUM \$ _____

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LUMP SUM \$ _____

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Payment for subcontractors, materials and equipment authorized by the Owner in a written Change Order but not listed in the above Bid will be provided at the supplier's invoice plus 10 %.

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

SITE WORK	25,876.44
LANDSCAPE-SODDING	
ASPHALT-BASEROCK-GRAVEL	

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

SUBCONTRACTORS

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

CHECK ELECTRIC LLC

Name

3255 Flagler Ave., Unit 303	Key West	Florida	33040
Street	City	State	Zip

BELLA CONSTRUCTION OF KEY WEST INC.

Name

35 Diamond Drive	Key West	Florida	33040
Street	City	State	Zip

CORAL CONSTRUCTION COMPANY

Name

PO Box 500582	Marathon,	Florida	33050
Street	City	State	Zip

OCEAN ELEVATOR COMPANY INC.

Name

18101 N.W. 82nd Court	Hialeah,	FL	33015
Street	City	State	Zip

VESTA MODULAR INC

Name

	Miami	Florida	
Street	City	State	Zip

SURETY

Arch Insurance Company whose address is

Harborside 3, 210 Hudson Street Suite 300, Jersey City, New Jersey, 07311-1107
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Burke Construction Group, Inc. doing business at

1722 N Roosevelt Blvd., Key West, FL 33040
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:

David W. Martinez Anthony J. Burke

_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2018.

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 18th day of September 2018.



Burke Construction Group, Inc.
Name of Corporation

By David W. Martinez

Title Owner, VP

Attest - David W. Martinez

Secretary



**STAFFING, QUALIFICATIONS
OF KEY PERSONNEL**

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary. **See Attached**)



Brad Moretti

President of Civil & Sports Field Division

Summary:

Mr. Moretti has an extensive background in land development along with construction in oilfield location, golf courses, athletic fields, renovations, construction project management and operations and maintenance. Mr. Moretti is one of only 40 Certified Field Builder's in the US and his experience with design development and installation of both artificial and natural sports fields, make Mr. Moretti a true asset to Burke's Construction Sports Division.

Project Experience:

Notable Projects:

- ***Babcock Regional Park - Punta Gorda, FL**
Currently Under Construction
- ***Bernstein Park 7 million**
Key west, FL Demo, earthwork, storm drainage and field building with a 7 million project value.
- **MacDill Air Force Base "Design- Build" Athletic Field – Tampa, FL**
January 2018 - March 2018
- **Mini Wrigley Field – Waterville, MA**
August 2016
- **US Lacrosse Headquarters Stadium Field – Sparks, MD**
March - April 2016
- **Atlanta Falcons Indoor Practice Field– Flowery Branch, GA**
February - March 2016
- **Boston Red Sox Spring Training Facility-Stadium and six (6) practice fields - Ft. Myers, FL**
April 2011 - January 2012
- **Maritime Park Baseball Stadium Field – Pensacola, FL**
November 2011 - January 2012
- **Houston Astros Spring Training Facility Field #2 – Kissimmee, FL**
October 2010 - November 2010
- **City of Weston – Tequesta Trace Park, Weston, FL**
December 2016 - April 2017
- **Richland School District, Total of 8 Fields Combined– Columbia, SC**
September 2016 - October 2017

Education:

- **University of South Florida – Ft Myers campus BS Earth Sciences, Minor in Geology June 1994**
- **Edison Community College, Ft Myers, FL Associates of Arts –Earth Sciences June 1992**
- **Marine Correspondence Institute, Washington, DC**
- **United States Marine – Security Guard School, Quantico, VA**

Certifications:

- **30-hour OSHA Certificate**
- **Certified Field Builder – American Sports Builders Association**
- **Member- American Sports Builder Association**



Bernstein Park, Stock Island, FL





Brian Lippold

Senior Project Manager

OBJECTIVE:

Highly effective professional with construction and management experience, exploring career opportunities to utilize supervisory, project management, operations, trade oversight, communications and organizational abilities in a challenging construction project management assignment.

CAREER PROFILE:

- Over 17 years of construction industry experience
- Has a strong technical knowledge and leadership ability
- Background in diverse projects covering all facets of construction including materials, cost estimating, crew supervision and work scheduling
- Expertise in blueprints, job layouts and updated building codes
- Adept in complex project management and coordination
- Strong focus on safety and regulatory compliance
- Record of progression to positions of wide-ranging responsibility and authority
- Proven background in training and directing trade crews
- In-depth experience in completing ambitious projects on-time and at-cost
- Extensive involvement with project budgeting, scheduling and quality control
- Well-organized multi-tasker

EXPERIENCE:

- **Burke construction group** **2017 – 2018 Senior project manager**
 - *Bernstein park 7 million
Key west, FL. Demo, earthwork, storm drainage and field building with a 7 million project value.
 - *Pompano Pet Resort
Pompano Beach, FL. Sanitary, water, storm, earthwork, clearing, concrete and paving with a \$400,000 project value.

- ***Edge Connex**
Demo of old lot and storm drainage and install new drainage system and pavement.
Project Value \$400,000.
- ***Gibbs and Register 2015-2017**
Winter Garden, FL. University of Florida and Gainesville fdot bike path 2016.
Earthwork, storm drainage, sidewalk, pedestrian bridge and permeable asphalt paving
with m.o.t. Project value of 2 million.
- ***City of Belleair, FL 2016-2017**
Rosery road reconstruction 4 million, water line replacement, storm drain
replacement, curb, sidewalk, base, paving, m.o.t.

**Projects Completed with Burke Construction*

- **Byron e. Talbot contractors, la 2009 – 2015**
Civil Superintendent
Direct road, utility and drainage projects throughout Louisiana, from inception to
completion.
 - Stumberg lane extension for city of Baton Rouge and la dot 4.5mil new concrete road
paving, widening, drainage, earthwork, grading, box culvert, striping, base and new
signals.
 - Tamenend ongoing private development 5 million clearing of 50 acres, earthwork of
160,000 yds of dirt. Excavated several ponds, water and sewer installation, pump
stations, soil cement base and mainline concrete paving.
 - LA dot turn lane 500k install new turn lane at la 595 and 434 drainage, traffic control.
Asphalt base, milling, overlay, demo and striping
 - Chevron deep water preservation facility for chevron in Schriever, la. 5 million
earthwork, drainage, water and sewer system, rock base and concrete paving.
Implemented extreme safety procedures and owner's paperwork.
 - Siegon lane widening for city of Baton Rouge 15million demo, earthwork, water, sewer,
drainage, rock base and concrete paving and major traffic control
- **Benderson development company, Sarasota, FL 2005 – 2008**
Sitework Supervisor
 - Constructed office parks, strip malls and large road projects.
 - Oversaw sub-contractors and maintained job timelines and budgets.

- Toledo blade widening for Sarasota county 15million earthwork, grading, drainage, water relocation, shell cement base, asphalt paving striping and signals, small cast in place bridge
- Colonial square for Benderson development in Fort Myers, FL 25mil 400000 yds of earth moved, excavation and import. Sewer system lift station, water system, dry utilities. Base, asphalt paving, striping, handicap, irrigation and landscaping.

➤ **General contracting services, Englewood, FL** **2005**
General Superintendent

- Managed sidewalk and drainage project for Charlotte county.
- Directed road reconstruction project in Sarasota county.

Bill Lippold Construction, St. Louis, Mo. **1993 - 2005**
Superintendent & Estimator

- Oversaw fema projects and work for St. Louis metropolitan sewer district. Successfully bid on and managed projects through to completion.
- City of Chester II, sewer trunk line replacement 5000k 4200 feet of 24" rcp sanitary sewer placement, from 24'-14' close to Mississippi river.
- Walmart supercenter Litchfield il 1.1 million new base and paving in the parking lot and outer road 10,000 tons of asphalt and 20000 tons of rock.
- City of east Saint Louis sewer repairs funded by fema 3 million 20 sewer point repairs all over the city from 48" to 8" pipe. Deep sewer, well points. Traffic control, bypass pumping, cleaning and televising and Insituform liners.

- EDUCATION:**
- High school graduation 1993
 - Belleville area college associate of science, 1996
 - OSHA hazwoper 40-hour training with confined space entry

-
- OTHER EXPERIENCE**
- Laidlaw Industries, 1992-1996
 - Operated heavy equipment in landfill

-
- CERTIFICATIONS:**
- Underground utilities license, State of Florida
 - Florida department of transportation traffic control level iii supervisor
 - Class A CDL



Bernstein Park, Stock Island, FL



Pompano Pet Lodge, Pompano Beach, FL



Pompano Pet Lodge, Pompano Beach, FL





Nick Massey

Superintendent- Sports Field Division

Summary:

Mr. Massey possesses an extensive background in construction, golf course construction, athletic fields construction/renovations, Grassing Techniques and all aspects of field work from conception to completion.

At Burke Construction, Massey, a superintendent with the Sports Field Division, is responsible for coordinating all aspects of the projects in the field and project safety. His responsibilities include surveying, sitework, grading, rock base, drainage, all concrete flat work, irrigation and turf installation.

Massey's experience encompasses the construction of over twenty (20) Golf Courses and County Clubs throughout the state of Florida as well as College fields and baseball fields.

Project Experience:

Notable Projects:

- St Joseph by the Sea – Baseball and Softball Field, Staten Island, NY
- Lower Richland HS – Football Fields, Columbia, SC
- Keenan HS – Football Fields, Columbia, SC
- Bernstein Park – Baseball and Soccer Field, Key West, FL
- Tequesta Trace Park, Weston, FL
- University of Central Florida Baseball Field, Orlando, FL – New Baseball field/stadium
- South Florida Community College, Avon Park, FL College Baseball Field and Track
- Brevard County, FL – Football, Soccer and Baseball Fields
- Pelican Landing, Bonita Springs, FL – 27-hole Golf Course
- The Colony, Bonita Springs, FL – 18 Hole Golf Course
- Royal Wood Gold & Country Club, Naples, FL – 18-hole Golf Course

Education:

- AS Business Administration, Valdosta Technical College, Valdosta, GA 1982

Certifications:

- Florida Licensed Real Estate Professional

St. Joseph's By The Sea:



Bernstein Park:





Anthony J. Burke, President/CEO

Burke Construction Group

Mr. Burke is one of the original partners of Burke Construction Group. He has served as the CEO since 2007. Mr. Burke's primary focus is on developing and maintaining client relations. He works closely on the preconstruction services, preparation of project estimates and oversees contract negotiations.

Mr. Burke started his career in the construction industry as a field engineer over thirty years ago. Prior to founding Burke Construction, Mr. Burke was the founder of The Tower Group which he owned and managed for twelve years prior to selling the firm to an international company. Under Burke's leadership Tower grew to over 250 employees and 185 million in annual revenues. Prior to founding the Tower Group, Burke worked ten years with a prominent local Florida developer serving as President of their Construction Division where he designed and constructed more than 4.2 million square feet of commercial space.

SELECT PROJECT EXPERIENCE

Midtown Miami North, Miami, FL
Midtown Miami South, Miami, FL
City Palms, West Palm Beach, FL
City of Miami Beach Library, Miami Beach, FL
Emerald Office Building, Be'er Sheva, Israel
Jungle Island, Miami, FL
Maelee Building: 5th and Lenox, Miami, FL
North Regional Operations Center, West Palm Beach, FL
Key West City Hall, Key West, FL
Freeman Justice Center, Key West, FL
The Palace at Weston, Weston, FL
Green Cove Springs City Hall, Green Cove Springs, FL
9th Grade Center at Bartram Trial High School, St. Johns County, FL
Regional Operations Center, West Palm Beach, FL
Hickory Creek Elementary School, St. Johns County, FL
Hallandale, Elementary School, Hallandale, FL
Matanzas High School, Flagler County, FL
Ward's Creek Elementary School, St. Johns County, FL
Yulee High School, Nassau County, FL
Stock Island Fire Station, Monroe County, FL
Destin Commons, Destin, FL
Millenium Plaza, Parkland, FL
Shoppes at Heron Lakes, Coral Springs, FL

EDUCATION

Indiana State University
B.S. Construction Management

CERTIFICATIONS

Certified State of Florida General Contractor
30 Hour OSHA Certified
10 Hour OSHA Certified
Appointed Member State of Florida's
Construction Industry Licensing Board



David W. Martinez began his career twenty-eight years ago as a staff accountant and local municipality's auditor. In 1987, Mr. Martinez joined the CPA firm of Muskat, Simon & Kolber, one of South Florida's top 50 accounting firms. There, he worked his way up from staff accountant to senior staff manager and in 1992 he opened his own CPA firm. His experience includes tax, financial, audit and consulting services, with a heavy concentration in the construction industry. In September 2000, Mr. Martinez became Chief Financial Officer and Partner of The Tower Group, Inc. He was responsible for overseeing the accounting staff, securing adequate bonding, insurance, and credit, as well as, controlling the overall financial stability of the corporation. He works closely on the preparation of all financial reports, project budgets, managing of assets and the implementation of the internal control systems. In 2007, Mr. Martinez, along with Anthony Burke, launched Burke Construction Group, Inc. Together these two have completed over \$1.7 billion of construction projects throughout the state of Florida in just the last 18 years.

SELECT PROJECT EXPERIENCE

Midtown Miami North, Miami, FL
Midtown Miami South, Miami, FL
City Palms, West Palm Beach, FL
City of Miami Beach Library, Miami Beach, FL
Emerald Office Building, Be'er Sheva, Israel
Jungle Island, Miami, FL
Maelee Building: 5th and Lenox, Miami, FL
North Regional Operations Center, West Palm Beach, FL
Key West City Hall, Key West, FL
Freeman Justice Center, Key West, FL
The Palace at Weston, Weston, FL
Green Cove Springs City Hall, Green Cove Springs, FL
9th Grade Center at Bartram Trail High School, St. Johns County, FL
Regional Operations Center, West Palm Beach, FL
Hickory Creek Elementary School, St. Johns County, FL
Hallandale, Elementary School, Hallandale, FL
Matanzas High School, Flagler County, FL
Ward's Creek Elementary School, St. Johns County, FL
Yulee High School, Nassau County, FL
Stock Island Fire Station, Monroe County, FL
Destin Commons, Destin, FL
Millenium Plaza, Parkland, FL
Shoppes at Heron Lakes, Coral Springs, FL

EDUCATION

Florida International University
Bachelor of Accounting

CERTIFICATIONS

Certified Public Accountant
State of Florida Member of Florida Institute of Certified Public Accountants
Member of the American Institute of Certified Public Accountants
Member of the Construction Financial Management Association



Mr. Galmin is one of the original employees of the Tower Group serving as Executive Vice President. Mr. Galmin was responsible for corporate profit and loss for the entire business unit and successfully opened the West Coast Florida Regional Office. As Vice President of Operations, Mr. Galmin is responsible for the daily management, activities and management systems. He is also one of three Project Executives for the company.

Mr. Galmin is skilled in developing/maintaining existing and new client relationships, risk management and safety, strategic planning & development and leadership with focus on the successful completion of projects on time within budget with a satisfied client.

Mr. Galmin started his career in the construction industry in 1982 working as a plumber, HVAC installation, Mechanic, painter, Draftsmen's and Estimator while attending college. After graduation, Mr. Galmin worked for several contractors experienced in HVAC, Plumbing, Fire Protection, Water/Wastewater Treatment and Commercial/Residential industries.

Mr. Galmin is an accomplished, results-driven, proven leader with a positive attitude and an unapparelled work ethic. His expertise brings about the capability to manage challenging situations, demanding projects and high performing teams.

SELECT PROJECT EXPERIENCE

Poet's Walk Memory Care Center, Sarasota, FL

Freeman Justice Center, Key West, FL

Little Venice Water Treatment Plant, Marathon, FL

*Holiday Inn Hotel and Conference Center,
Managua, Nicaragua*

*Paradise Island Phase I, Hotel & Water Theme Park,
Nassau, Bahamas*

Clearwater Centre Tower, Clearwater, FL

Collier County Water Treatment Plant, Naples, FL

John E. Preston Water Treatment Plant, Hialeah, FL

Nevatim Air Force Base, Nevatim, Israel

Emerald Security Office Building, Televiv, Israel



CERTIFICATIONS

Florida General Contractor License

NASCLA National General Contractor

Georgia General Contractor

Certified Construction Manager

Certified Plumbing Contractor

Certified Mechanical Contractor

*Certified Underground Utility &
Excavation Contractor*

Certified Pollutant Storage

Systems Contractor Licence

State of Florida Contractor V Fire

Medical Gas Certification, State of Florida

Georgia Underground-Utility

Contractor Licence


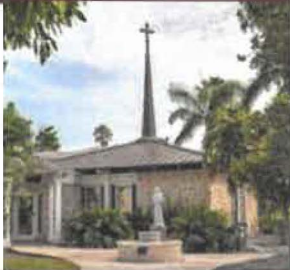


State of New Jersey Plumbing




State of New Jersey Underground

Storage Tank Contractor License

20 Hours OSHA Certified

Monroe County Experience Sample

Description	Dates of Work	Value	Contract with	Contact	Architect/Engineer	Scope	Photo
Hampton Inn Overseas Highway Marathon, FL	2017 - 2018	\$8,251,946.90	AVJC Enterprise, LLC 3785 NW 82nd Avenue, Suite 204 Doral, FL 33166	Chris Deza 305.592.3393	Anderson Architecture, Inc 399 Camino Gardens Blvd. #202 Boca Raton FL 33432	Phase 1 - 2 - Demolition interior and exterior including all sitework, civil and landscape. Phase 3 and 4 - Renovate and rebuild interior and exterior buildings including mechanical, electrical, plumbing, guest rooms, kitchen facilities, common areas, pool and tiki area. with full interior amenities included.	
Klaus Murphy Basilica of Saint Mary Star of The Sea	2017 - 2018	\$2,200,000.00	The Archdiocese of Miami 9401 Biscayne Boulevard Miami Shores, FL 33138	David Prada AIA, LEED AP Senior Director Building and Properties Office 305.762.1033 Father John Baker 305.294.1018	Tom Pope and Associates 610 White Street Key West, FL 33040 Tom Pope 305-296-3611	Total interior gut and renovation including roofing, stucco, windows, flooring, drywall, millwork and hardware.	
Key West City Hall at Glynn Archer (Renovation)	2014 - 2016	\$15,000,000.00	City of Key West 3132 Flagler Ave, Key West, FL 33040	Kreed Howell 305.809.3963	Bender & Associates Architects 410 Angela Street Key West, FL 33040 305.296.1347	Historic renovation of Glynn Archer School and conversion to New City Hall.	
Monroe County Magnolia St. Public Works Facility	2016	\$1,175,500.00	Monroe County Engineering 1100 Simonton St. Room 2-216 Key West, FL 33040	Dan Bersley 305.292.4468	Cume Sowards Aquila Architects/Jose Aquila 185 NE 4th Ave, # 101 Delray Beach, FL 33483	Construction of new public works building. Full site development included.	

Project Name	Completion	Project	Project Owner	Project Contact	Architect/Engineer	Project Description	Project Photo
Bernstein Park 6751 5th St. Stock Island, FL 33040	August-18	\$7,900,000.00	Monroe County BOCC 1100 Simonton St. Key West, FL 33040	Johnny Yongue 305-296-8302	William P. Horn Architects 305-296-8302	Renovation of existing park including new community building, maintenance building, baseball fields, soccer fields, state of the art field lighting and new playground.	
Divine Savior Academy - Delray 15935 Lyons Road Delray Beach, Florida 33446	August-18	\$9,496,110.00	Divine Savior Lutheran Church & Academy	Pastor Carlos Leryer 305-597-4545 or 786-374-4356	Mike Kadow (Somerville, Inc.) 2100 Riverside Drive Suite 300 Green Bay, WI 54301 410 Angela Street Key West, FL 33040 305.296.1347	Construction of Pre-K thru 5th Grade Academy, classrooms, cafeteria, commercial kitchen, Two Multi-purpose Turf Fields	
Nelson English / Willie Ward Park Key West, Florida	July-14	\$1,500,000.00	City of Key West 3132 Flagler Ave Key West, FL 33040 Contact: Devon Steckly	Devon Steckly 305-809-3747	k2m Architecture, Inc. 1001 Whitehead Street Key West, FL 33040 305-292-7722	Complete park renovation and construction of new bathroom facilities.	

Project Name	Project #	Approved Contract	Approved COs	Revised Contract	Pending COs	Pending Revised Contract	Schedule % Complete
Metro Life Church Expansion	1506	\$1,639,564	(\$585,392)	\$1,054,172	\$0	\$1,054,172	99%
St. Johns Community Apartments	1513	\$17,111,228	\$806,015	\$17,917,243	\$1,272	\$17,918,515	90%
Entertainment District @ 25 St. and 82nd Avenue	1520	\$4,961,690	\$38,174	\$4,999,864	\$0	\$4,999,864	97%
Divine Savior Academy - Delray	1626	\$9,496,110	(\$1,458,616)	\$8,037,494	\$14,736	\$8,052,230	99%
Health Choice Network	1705	\$2,800,000	\$226,496	\$3,026,496	\$704,641	\$3,731,137	30%
Dolphin Professional Centre	1711	\$9,338,431	\$19,688	\$9,358,119	\$102,333	\$9,460,451	29%
Fire Station #54 Replacement	1716	\$3,878,556	\$61,067	\$3,939,623	\$0	\$3,939,623	85%
Seneca Commerce Center - Bldg 1 & Common Areas	1719	\$11,490,014	\$302,000	\$11,792,014	\$0	\$11,792,014	92%
Miami Rescue Mission	1725	\$316,950	\$41,018	\$357,968	\$0	\$357,968	99%
Harvest International Investments, LLC	1727	\$4,553,830	\$0	\$4,553,830	\$57,759	\$4,611,589	58%
East Equipment Yard for Edge	1734	\$1,266,725	\$29,284	\$1,296,009	\$0	\$1,296,009	92%
Seneca Commerce Center Bldg. 4	1737	\$3,452,172	\$227,013	\$3,679,185	\$0	\$3,679,185	80%
Floor & Decor	1743	\$5,098,691	\$0	\$5,098,691	\$0	\$5,098,691	75%
Badia Production Room No 5.	1806	\$1,494,825	\$497,429	\$1,992,254	\$0	\$1,992,254	58%
St. Brendan High School Fields	1807	\$7,323,027	(\$159,090)	\$7,163,937	(\$657,581)	\$6,506,356	28%
Babcock Ranch Regional Park	1815	\$342,967	\$260,532	\$603,499	\$0	\$603,499	45%
Chelsea 2010 Building	1816	\$542,315	\$936	\$543,251	\$0	\$543,251	20%
Post Card Inn	1817	\$1,125,407	\$0	\$1,125,407	\$0	\$1,125,407	40%
Richland One Bolden Stadium	1824	\$704,400	\$0	\$704,400	\$0	\$704,400	75%
North River HS Fields	1825	\$654,110	\$0	\$654,110	\$0	\$654,110	10%
Sedanos Store No. 43	1827	\$2,603,163	\$0	\$2,603,163	\$0	\$2,603,163	0%
Birmingham CCHS Stadium	1830	\$723,182	\$0	\$723,182	\$0	\$723,182	30%
Biz Center - Bldg. No.7	1833	\$3,100,000	\$0	\$3,100,000	\$0	\$3,100,000	8%
AB2 Warehouse	1835	\$3,208,000	\$0	\$3,208,000	\$0	\$3,208,000	0%
Leedom Office Renovations	1836	\$423,005	\$0	\$423,005	\$0	\$423,005	0%
		\$97,648,362	\$306,552	\$97,954,914	\$223,160	\$98,178,074	



ATTACHMENTS

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

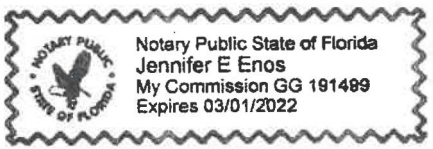
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: David W. Martinez 

Sworn and subscribed before me this 18th day of September, 2018.

NOTARY PUBLIC State of Florida at Large


My Commission Expires: March 1, 2022



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 Bid for ITB 18-038
Wickers Field Athletic Trailers

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

whose business address is 10145 NW 19th Street Doral, FL 33172 Corporate HQ

1722 North Roosevelt Blvd. Key West, Florida 33040 Fully Staff Local Office

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-1205588

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

3. My name is David W. Martinez
(Please print name of individual signing)

and my relationship to the entity named above is Personally Known - Employee

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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]
(Signature)

September 11, 2018

(Date)



STATE OF Florida

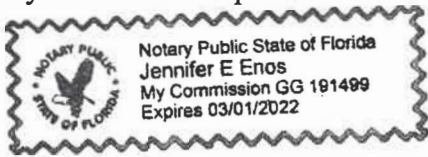
COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 18th day of September, 2018.

My commission expires:



[Signature]
Jennifer E. Enos
NOTARY PUBLIC

INDEMNIFICATION

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

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

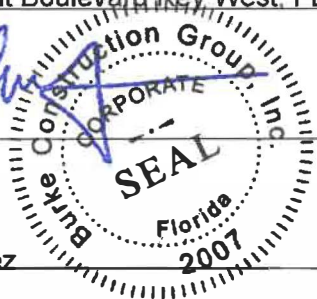
CONTRACTOR: Burke Construction Group, Inc.

SEAL:

1722 N. Roosevelt Boulevard Key West, FL 33040
Address


Signature

David W. Martinez
Print Name



Owner, CFO
Title

DATE: September 18, 2018

N/A

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 Bids.
 - 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 _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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

Signature of Notary

Print, Type or Stamp Name of Notary

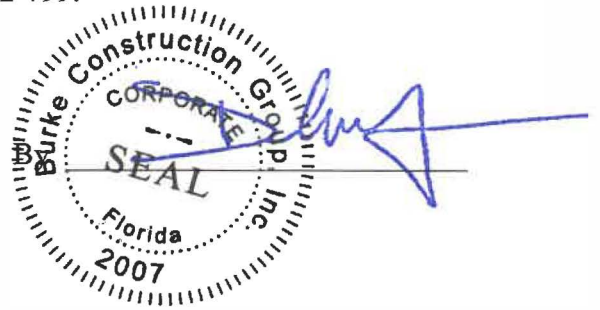
Title or Rank

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

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

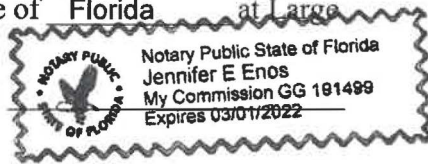


Sworn and subscribed before me this

18th Day of September, 2018.

NOTARY PUBLIC, State of Florida at Largo

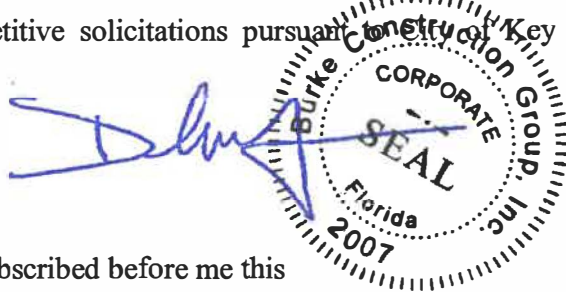
My Commission Expires:




CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

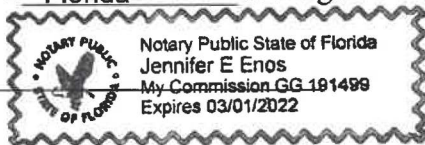
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Burke Construction Group, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive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



Sworn and subscribed before me this
18th Day of September, 2018.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires:





BIDDERS CHECKLIST

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [x]
2. All blank spaces in Bid filled in, using black ink. [x]
3. Total and unit prices added correctly and attached Schedule of Values [x]
4. Addenda acknowledged. [x]
5. Subcontractors are named as indicated in the Bid. [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 entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [x]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [x]



**BIDDING REQUIREMENTS
PART 2
CONTRACT DOCUMENTS**

PART 2

CONTRACT FORMS

To be competed upon award of contract

CONTRACT

This Contract, made and entered into this _____ day of _____ 2018,

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 Click or tap here to enter text., Wickers Field Athletic Trailers, in Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ th day of _____ 2018, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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 **150** calendar days from date of Notice to Proceed 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.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

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 \$200 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 effect.

To be completed upon award of contract

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

_____ Day of _____, A.D., 2018.

CITY OF KEY WEST

By _____

Title City Manager

CONTRACTOR

By _____

Title _____

To be competed upon award of contract

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 _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, 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 hereto attached, with the CITY, dated _____, 2018, 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 permit form, coral relocation plan, specifications, 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, and all addenda, if any, issued prior to the opening of bids),

To be competed upon award of contract

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 _____, 2018, 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

To be completed upon award of contract

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 CITY OF KEY WEST,

represented by its _____, 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

Wickers Field Athletic Trailers

attached hereto, with the CITY, dated _____, 2018, 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 the permit form, coral relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid,

To be completed upon award of contract

instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, 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 _____, 2018, 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



**General Company
Information and
Licenses**



Firm Qualifications

General Information

1. Name of business: Burke Construction Group, Inc.
2. Mailing address: 10145 NW 19th Street, Doral, FL 33172
3. Business number: 305.468.6604 Business fax number: 305.468.6654
4. State of Florida Department of Business and Professional Regulation CGCA 38309
5. Local Business Tax Receipt: 2017002862 City of Doral (see attached Tax Receipt)
6. Certified Field Builder certification # 2242017 (see attached Certification)
7. Name of persons to be contacted for information or services: Anthony J. Burke, President or Jennifer E. Enos, Director of Marketing
8. Email: tburke@bcgconstruction.net
Email: jen@bcgconstruction.net
9. Business hours: Mon – Fri 8:00 AM – 5:00 PM
10. Business legal status: Corporation
11. Date firm was established: June 25, 2007
12. EIN# 26-1205588 - Corporation Document# P07000075715
13. D-U-N-S Number— 826784337
14. Company Website: BURKECONSTRUCTIONGROUP.COM

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name BURKE CONSTRUCTION GROUP INC CtlNbr:0022855
Location Addr 1722 N ROOSEVELT BLVD
Lic NBR/Class 18-00034019 DBPR - CERT GENERAL CONTRACTOR
Issue Date: March 20, 2018 Expiration Date:September 30, 2018
License Fee \$25.00
Add. Charges \$0.00
Penalty \$0.00
Total \$25.00
Comments:

This document must be prominently displayed

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

Oper KEYWAFB Type: CC Drawer: 1
Date 3/20/18 61 Receipt no: 10277
2018 34019
OR LIC RECEIPT IONAL RENTAL
Trs numb er: \$25.00
VA VASMA STERC 3128328
\$25.00
Trans date: 3/20/18 Time: 8:27:27



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

BURKE, ANTHONY JOHN JR

BURKE CONSTRUCTION GROUP INC
10145 NW 19TH STREET
DORAL FL 33172

LICENSE NUMBER: CGCA38309

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that BURKE CONSTRUCTION GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on July 2, 2007, effective June 25, 2007.

The document number of this corporation is P07000075715.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 15, 2018, 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 Second day of May, 2018*



Ken Detjen
Secretary of State

Tracking Number: CU2268860157

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

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



Insurance - COI



BURKCON-01

SSIMEON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2018

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

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

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

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Wicker Field Athletic Trailers
ITB 18-038

City of Key West, their officers, directors, agents, and employees are included as additional insured with respect to general liability on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liability and workers comp when required by written contract. Excess/Umbrella follows form. XCU not excluded. 30 day notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Key West
1300 White St.
Key West, FL 33040

CANCELLATION

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

FLORIDA BID BOND
Original Bid Bond Enclosed

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that BURKE CONSTRUCTION GROUP, INC.

hereinafter called the PRINCIPAL, and ARCH INSURANCE COMPANY

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

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

in the State of NJ

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

CITY OF KEY WEST, FLORIDA

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for **ITB # 18-038 / Wickers Field Athletic Trailers** / said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the

work covered in the Bid and the detailed Specifications, entitled:

ITB 18-038, Wickers Field Athletic Trailers

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 five (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 12th day of September, 2018.

PRINCIPAL - BURKE CONSTRUCTION GROUP, INC.

By _____

STATE OF Florida)
: SS
COUNTY OF Miami-Dade)

ARCH INSURANCE COMPANY

SURETY

By _____

Charles J. Nielson, Atty.-In-Fact

VOID

AIC 0000255022

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate, or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

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

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 8th day of August, 2018.

Attested and Certified

Arch Insurance Company

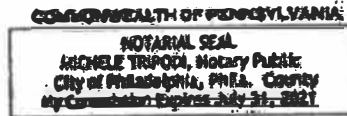

Patrick K. Nails, Secretary





David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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




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

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 8, 2018 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of September, 2018.


Patrick K. Nails, Secretary

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

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

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



000000000003-03
kamt:1000
Sec:1000
hid:1000
Color:1000
Art:1000
Anti-Cor:1000
Er:1000
Sec:1000
W:1000

SUBCONTRACTORS

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

CHECK ELECTRIC LLC

Name

3255 Flagler Ave., Unit 303	Key West	Florida	33040
Street	City	State	Zip

BELLA CONSTRUCTION OF KEY WEST INC.

Name

35 Diamond Drive	Key West	Florida	33040
Street	City	State	Zip

CORAL CONSTRUCTION COMPANY

Name

PO Box 500582	Marathon,	Florida	33050
Street	City	State	Zip

OCEAN ELEVATOR COMPANY INC.

Name

18101 N.W. 82nd Court	Hialeah,	FL	33015
Street	City	State	Zip

VESTA MODULAR INC

Name

	Miami	Florida	
Street	City	State	Zip