

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

PROPOSAL

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: CEMETERY SEXTON'S HOUSE CE1002

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

Company Name: Burke Construction Group, Inc.

Contact Name & Telephone #: David Martinez (305) 468-6604

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 Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
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Coverage must include the following:

- | | |
|-----------------------------------|--|
| - Contractual Liability | - Commercial Form |
| - CG2010 (1185) or Equivalent | - Broad Form Property Damage |
| - No exclusion for XCU | - Premises / Operations |
| - Products / Completed Operations | - Independent Contractors (if any part of the work is to be subcontracted out) |
| - Personal Injury | |

Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
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Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
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Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 150 calendar days after the date of the Notice to Proceed.

Notice to Proceed will not be issued until Owner completes performing Division 2A Demolition

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, 4, _____, _____, _____, _____, _____, _____, _____, _____, _____ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

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

BID ALTERNATES

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

1. Furnish and Install Metal Shingle Roof in lieu of Metal V-Crimp Roof
1 LS \$ 5,914.00
2. Furnish and Install Wood Flooring (includes slab block-out) in Family Room (Room No. 3) in lieu of Vinyl Tile
1 LS \$ 2,651.00
3. Furnish and Install Cabinetry in Storeroom (Room No. 5) in lieu of Cabinetry and Adjustable Shelving
1 LS \$ 3,230.00
4. Furnish and Install Mahogany Impact Door and Transom (MK No. 1) in lieu of White Oak Door and Transom and Storm Panel
1 LS \$ 689.00
5. Furnish and Install Air Handling Unit in Attic Space above Maintenance (Room No. 9) and shifting Communications (Room 11) in lieu of installing Air Handling Unit in A/C Closet (Room No. 10)
1 LS \$ 1,986.00
6. Delete All Exterior Moldings and Related Wood Blocking/CFB, Water Table, Stucco Building Base, 1" Vent with Insect Screen, Mock-Up Section and adjust base bid Facia height and Soffit width along with installing acceptable Pre-manufactured Vents at 10' o.c. spacing
1 LS \$ (1,905.00)
7. Furnish and install a MK "C" Window with related adjustments to wall construction in lieu of constructing Bay in Office (Room No. 4)
1 LS \$ 1,868.00
8. Furnish and install Cellular PVC Exterior Window Sills in lieu of Precast Concrete Window Sills
1 LS \$ 1,529.00
9. Furnish and install Cellular PVC Interior Window Sills in lieu of Marble Window Sills
1 LS \$ 2,966.00

10. Construct ADA Ramp with Ancillary Items to Front Door Porch as detailed on Addendum 1's Sheet 1 in lieu of constructing all Edge Walls with Piers and Swale A

1 LS

\$ 5,800.00

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by Technical Specification Divisions included in the Base Bid and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

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

Contract Management & GC Labor	\$ 161,820.00
Drywall	\$ 25,814.00
Shell Work	\$ 45,920.00



PROJECT COST SUMMARY

Project:

CITY OF KW SEXTON'S HOUSE

Location:

701 PASSOVER LANE, KEY WEST, FL

March 25, 2015

Item	Description of Work	Extended Costs	Comments
Division 1 - General Conditions		\$ 103,098	
1	General Conditions	\$ 93,393	Supervision, Management, Temp facilities and protection of existing conditions
2	Offsite Debris Removal	\$ 6,850	Dumpsters and Offsite Trash Pick-up
3	Final Cleaning	\$ 1,120	Final Cleaning of Offices, Warehouse and Perimeter
4	Temporary Fencing & Gate	\$ 1,725	Construction Temporary Fencing & Gate
5	Utility Fees	By owner	Keys Electric, AT&T, Comcast Water and Sewer
6	Impact Fees	By owner	County Road, Fire and Police Impact Fees
7	Permit Fees	By owner	Master Building Permit Fee
8			
Division 2 - Site Work		\$ 23,775	
9	Demolition	\$ 5,011	
10	Sitework	\$ 18,764	
11			
Division 3 - Concrete		\$ 41,094	
12	CIP Concrete	\$ 37,278	
13	Precast Concrete	\$ 1,676	
14	Grout CMU	\$ 2,140	
15			
Division 4 - Masonry		\$ 15,906	
16	CMU	\$ 15,906	
17			
Division 5 - Metals		\$ 1,875	
15	Structural Steel	\$ 1,875	
16			
Division 6 - Wood		\$ 44,045	
17	Truss & Roof Sheathing	\$ 36,700	
18	Cabinets	\$ 1,403	
19	Base & Crown Moldings	\$ 5,942	
20			
Division 7 - Thermal & Dampproofing		\$ 17,792	
21	Bldg Insulation	\$ 5,382	
22	Roofing	\$ 12,410	
23			
Division 8 - Frames, Doors & Glazing		\$ 36,636	
24	Frames, Doors & Hardware	\$ 23,552	
25	Access Panels	\$ 1,086	
26	Storefront Door	\$ 1,888	
27	Windows	\$ 10,108	
28			
Division 9 - Finishes		\$ 47,695	
29	Lath & Plaster	\$ 12,083	
30	Gypsum Wallboard Assy	\$ 13,731	
31	Marble Flooring	\$ 2,844	
32	VCT Flooring	\$ 4,332	
33	Painting	\$ 14,705	
34			
Division 10 - Specialties		\$ 2,973	
35	Storage Shelving	\$ 1,512	
36	Bathroom Accessories	\$ 1,461	
37			
Division 11 - Equipment			NIC
Division 12 - Furnishings			NIC
Division 13 - Special Construction			NIC
Division 14 - Conveying Systems			NIC



PROJECT COST SUMMARY

Project:

CITY OF KW SEXTON'S HOUSE

Location:

701 PASSOVER LANE, KEY WEST, FL

March 25, 2015

Item	Description of Work	Extended Costs	Comments
Division 15 - Mechanical		\$ 29,886	
47	Plumbing	\$ 18,418	
48	HVAC	\$ 11,468	
49			
Division 16 - Electrical		\$ 28,250	
50	Electrical	\$ 28,250	
51			
Construction Sub-Total		\$ 393,014	
52	Permit & Fees	EXCLUDED	
53	Bond Premium	\$ 5,875	
54	Builder's Risk Insurance	EXCLUDED	
55	Insurance Premium	\$ 3,930	
56	Contractor's Overhead	\$ 7,148	
57	Contractor's Profit	\$ 39,301	
TOTAL BID COST		\$ 449,069	

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2015.

Signature of Bidder

Title

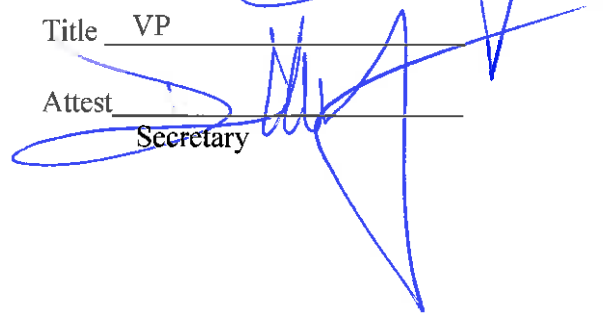

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 25 day of March 2015.

(SEAL)

Burke Construction Group, Inc.
Name of Corporation

By David Martinez _____
Title VP _____
Attest _____
Secretary



Burke Construction Group, Inc. References

FINANCIAL:

Stonegate Bank
8630 NW 25th Street
Doral, Florida 33122
PH: 786-762-4841
Contact: Scott Hertzog

INSURANCE:

Collinsworth, Alter, Fowler
8000 Governors Square Blvd.
Miami Lakes, Florida 33016
PH: 305-822-7800
Contact: Dick French

BOND AGENT:

Nielson & Company, Inc.
8000 Governors Square Blvd.
Miami Lakes, Florida 33016
PH: 305-722-2663
Contact: David Hoover

LEGAL:

Elder & Lewis
1500 San Remo Ave., Suite 214
Coral Gables, Florida 33146
PH: 305-667-4774
Contact: David Elder

TRADE:

Advanced Builders Contractors
(786) 953-7625
Contact: Miguel Velez Maymi

Titan Interiors Group
(954) 434-9291
Contact: Tania Drago

Hernandez Ornamental
(305) 970-4145
Contact: Andre Hernandez

B&L Beneway
(305) 481-3539
Contact: Nick Zappone

STG Contracting Group
(904) 287-9898
Contact: Mike Gresser

Florida Keys Electric
(305) 296-4028
Contact: Raymond Vazquez

JLM Associates
(305) 987-4177
Contact: Marty Salamida

Merit Floors
(305) 360-4762
Contact: Tony Paraga

Client References

Metro Life Church
Doral, FL
(305) 592-5100
Contact: Pastor Armando Gomez

Easton & Associates
Doral, FL
(305) 593-2222
Contact: Paul Douglas

Doral Animal Clinic
Doral, FL
(305) 761-7766
Contact: Dr. Cabeza

Westminster Christian School
Palmetto Bay, FL
(305) 720-6650
Contact: Jeff Springer

City Of Key West
Key West, FL
(305) 809-3747
Contact: Devon Steckley

Monroe County
Key West, FL
(305) 797-1584
Contact: Mike Nalepa

FLORIDA BID/PROPOSAL BOND

BOND NO. Bid Bond

AMOUNT \$ 5%

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 MO having its principal place of business at 300 Plaza Three Jersey City NJ 07311 in the State of NJ and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto City of Key West, Florida hereinafter called the Obligee, in the sum of Five Percent of Amount Bid DOLLARS (\$ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Proposal or Proposal for:

Cemetary Sexton's House - ITB No. 15-001 said Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Proposal to the OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications entitled: Cemetary Sexton's House - ITB No. 15-001

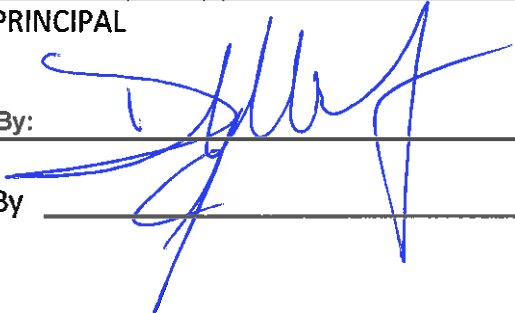
WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or bond in the amount of five (5) percent of the base Proposal be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within five (5) 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 five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

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

Burke Construction Group, Inc.

PRINCIPAL

By: 

By _____

Arch Insurance Company

SURETY

By: 

Attorney-In-Fact Charles J. Nielson

Surety Phone No. 708-598-5355

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 Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Arthur Lawrence Colley, Audria R. Ward, Brett Rosenhaus, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Edward T. Ward, E. Danny Gam, John R. Neu, Kevin Wojtowicz and Laura D. Mosholder of Miami Lakes, FL (EACH)

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.

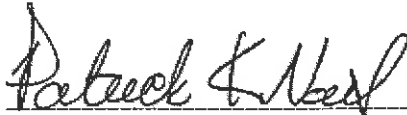
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

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.

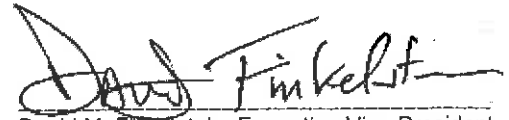
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of June, 2014.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

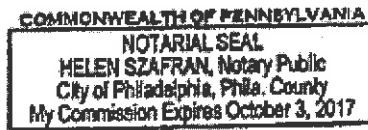



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

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

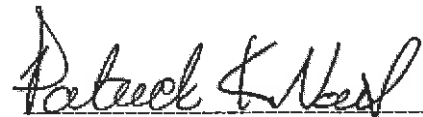



Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 5, 2014 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 23 day of March, 2015.


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:

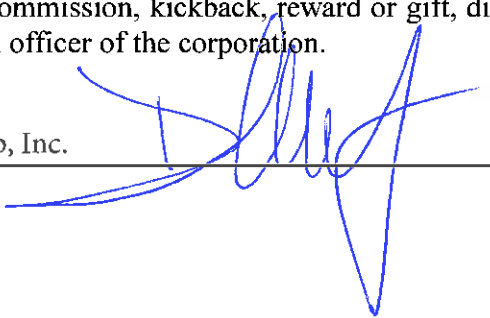
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



ANTI - KICKBACK AFFIDAVIT

STATE OF FL)
 : 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 Martinez, VP Burke Construction Group, Inc. 

Sworn and subscribed before me this 25 day of March, 2015.

NOTARY PUBLIC, State of FL at Large

My Commission Expires:



**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for Cemetary Sexton House

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

whose business address is 10145 NW 19th St., Doral, FL 33172

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

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

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

and my relationship to the entity named above is VP

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).

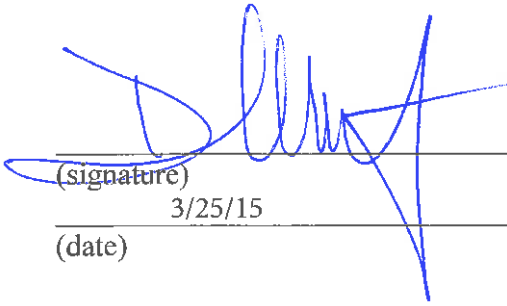
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to 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)
3/25/15

(date)

STATE OF FL

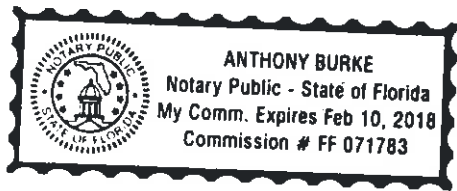
COUNTY OF Monroe


PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 25 day of March, 2015.

My commission expires:





NOTARY PUBLIC

INDEMNIFICATION

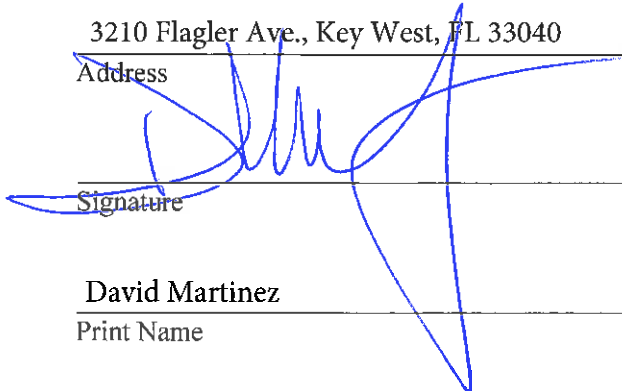
To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's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

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

CONTRACTOR: Burke Construction Group, Inc.

SEAL:

3210 Flagler Ave., Key West, FL 33040
Address


Signature

David Martinez
Print Name

VP
Title

DATE: 3/25/15

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

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

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

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

Business Name Burke Construction Group, Inc. Phone: (305) 916-5050

Current Local Address: 3210 Flagler Ave., Key West, FL 33040 Fax: (305) 916-5050
(P.O Box numbers may not be used to establish status)

Length of time at this address: 2.5 yrs

Date: 3/25/15

[Signature]
Signature of Authorized Representative

STATE OF FL COUNTY OF Monroe

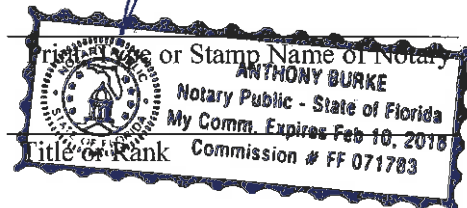
The foregoing instrument was acknowledged before me this 25 day of March, 2015.

By David Martinez, VP, of Burke Construction Group, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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

[Signature]
Signature of Notary

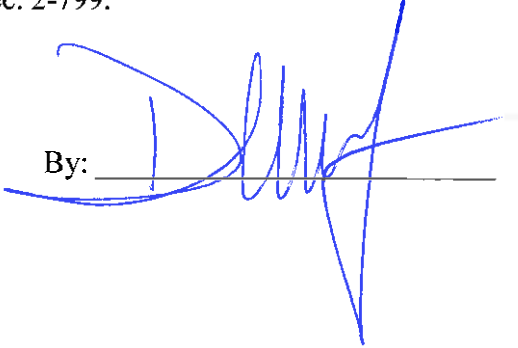
Return Completed form with
Supporting documents to: City
of Key West Purchasing




EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)
 : SS
COUNTY OF Monroe)

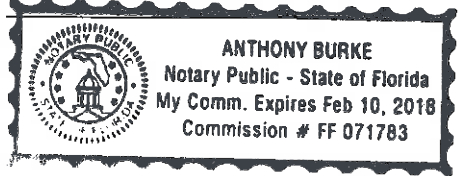
I, the undersigned hereby duly sworn, depose and say that the firm of Burke Construction Group, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 

Sworn and subscribed before me this
25 day of March, 2015.


NOTARY PUBLIC, State of FL at Large

My Commission Expires:



BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Proposal filled in, using black ink.
3. Total and unit prices added correctly and attached Schedule of Values
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Proposal.
6. Experience record included.
7. Proposal signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original and 1 flash drive as stated in the invitation to bid.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.

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 1107 KEY PLAZA
Lic NBR/Class 15-00028182 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 22, 2014 Expiration Date: September 30, 2015
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

Oper: KEYWLD Type: GC Drawer: 1
Date: 8/22/14 51 Receipt no: 38331

2015 26182

* LIC OCCUPATIONAL FEES

1.00 \$309.75

This document must be prominently displayed.

BURKE CONSTRUCTION GROUP, INC

Trans date: 8/22/14 Time: 10:47:32

BURKE CONSTRUCTION GROUP, INC.
3210 FLAGLER AVE

KEY WEST FL 33040



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

**ADDENDUM NO. 1
ITB 15-013
PROJECT CE1002 - CEMETERY SEXTON'S
HOUSE**

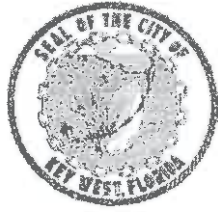
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Drawing C1 - Site Plan and Detail 6/C1 Bicycle Racks** (NIC) Not Included in Contract nomenclature is in error. Furnishing and Installing Bicycle Racks are included in Contract per Specification Division 12 - Bicycle Racks.
2. **Drawing M1 – Reflected Floor HVAC Plan** incorrectly details venting Exhaust Fan EF-1 through wall. Specification Division 15B –Section 2 G specifies venting exhaust fan through roof.
3. **Drawing A6 Detail 6/A6 Eave at Bay Window Roof Detail 8/A6** does not exist and this detail 8/A6 will not be provided.
4. **ADA Ramp - Bid Alternate No. 10 - Sheet 1** enclosed. Furnish and install ADA Access Ramp with ancillary items to front door porch in lieu of constructing all Edge Walls with Piers and Swale A.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

BURKA CONSTRUCTION GROUP, INC.
Name of Business



THE CITY OF KEY WEST
Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 2
ITB 15-013
PROJECT CE1002 - CEMETERY SEXTON'S
HOUSE

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Lintels at Typical CMU Wall Openings**, in lieu of constructing wall openings as shown on drawing A5's various building sections. - All exterior CMU wall opening lintels with exception to the front door shall be constructed of cast-in-place concrete with a minimum of 8" bearing on each side of wall opening. Lintels shall be reinforced with 2 - #4 reinforcing steel bottom horizontal bars tied to vertical #4 bars with a minimum of 40d development length on each side of wall openings and #3 stirrups at 10" on center reaching from Tie Beam TB-1 top horizontal bars to lintel bottom horizontal bars. Lintels to be cast-in place monolithically with Tie-Beam TB-1.
2. **Lintel at Front Door CMU Wall Opening** - The lintel above front door arched transom shall be cast-in-place concrete with a minimum of 16" bearing on each side of wall opening. This cast-in-place arch shall extend from the closest CMU joint at or below the spring line up to the top of Tie Beam TB-1. Additionally, this cast-in-place arch shall be reinforced with 2 - #4 reinforcing steel bars placed diagonally on either side of arch and tied to vertical #4 bars with a minimum of 40d development length on each side of wall opening. This cast-in-place concrete arch lintel shall be placed monolithically with Tie-Beam TB-1.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

BURKE CONSTRUCTION GROUP, INC.

Ramp of Libertyville, Illinois or approved equal by Owner anchoring recommendations.

7. Addendum No. 1 – ADA Ramp (Alternate No. 10) Fire Hydrant Relocation:

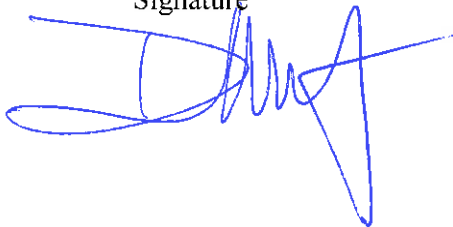
Sheet 1 of 1: Amend Note - 4: Contractor to coordinate *all activities* and pay *all associated costs* for a *complete* fire hydrant relocation *with sidewalk replacement* to provide a minimum of 3 foot clearance between the fire hydrant and ramp landing; *fire hydrant complete relocation not only inclusive of obtaining all permits, coordinating/performing all pedestrian/vehicle traffic control and coordinating/performing all civil/mechanical type functions.*

8. Prefabricated Column Rough Dimension Clarification:

Division 6E Prefabricated Columns, 1. General Requirements, 7. Manufacturer, b.: No Revision to original specification - Base Diameter shall be nominal 14" (13-5/8"). Neck diameter shall be 12". Overall length of column shall be 9'-0", delivered.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature



Name of Business

BURKE CONSTRUCTION GROUP, INC.



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

**ADDENDUM NO. 4
ITB 15-013
PROJECT CE1002 - CEMETERY SEXTON'S
HOUSE**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Drawing A2 – Door Schedule** incorrectly identifies door numbers 1, 2, 3, 4, 5, 6, 7, 10, and 11 size widths and door rough opening widths. Furnish and install minimum door size widths of 3'-0" and construct door rough opening widths to accommodate 3'-0" wide doors per enclosed 2012 Florida Accessibility Code 404 Doors, Doorways, and Gates (pages 2 and 3) in lieu of furnishing and installing door size widths and constructing door rough opening widths detailed on Drawing A2 – Door Schedule.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

BID ALTERNATES

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

- 1. Furnish and Install Metal Shingle Roof in lieu of Metal V-Crimp Roof
1 LS \$ 5,914.00

- 2. Furnish and Install Wood Flooring (includes slab block-out) in Family Room (Room No. 3) in lieu of Vinyl Tile
1 LS \$ 2,651.00

- 3. Furnish and Install Cabinetry in Storeroom (Room No. 6) in lieu of Cabinetry and Adjustable Shelving
1 LS \$ 3,230.00

- 4. Furnish and Install Mahogany Impact Door and Transom (MK No. 1) in lieu of White Oak Door and Transom and Storm Panel
1 LS \$ 689.00

- 5. Furnish and Install Air Handling Unit in Attic Space above Maintenance (Room No. 9) and shifting Communications (Room 11) in lieu of installing Air Handling Unit in A/C Closet (Room No. 10)
1 LS \$ 1,986.00

- 6. Delete All Exterior Moldings and Related Wood Blocking/CFB, Water Table, Stucco Building Base, 1" Vent with Insect Screen, Mock-Up Section and adjust base bid Facia height and Soffit width along with installing acceptable Pre-manufactured Vents at 10' o.c. spacing
1 LS \$ (1,905.00)

- 7. Furnish and install a MK "C" Window with related adjustments to wall construction in lieu of constructing Bay in Office (Room No. 4)
1 LS \$ 1,868.00

- 8. Furnish and install Cellular PVC Exterior Window Sills in lieu of Precast Concrete Window Sills
1 LS \$ 1,529.00

- 9. Furnish and install Cellular PVC Interior Window Sills in lieu of Marble Window Sills
1 LS \$ 2,966.00

10. Construct ADA Ramp with Ancillary Items to Front Door Porch as detailed on Addendum 1's Sheet 1 in lieu of constructing all Edge Walls with Piers and Swale A

1 LS

\$ 5,800.00

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by Technical Specification Divisions included in the Base Bid and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

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

Contract Management & GC Labor	\$ 161,820.00
Drywall	\$ 25,814.00
Shell Work	\$ 45,920.00

