

BID FORM

To: City of Key West, Florida

Address: 3126 Flagler Avenue, Key West, Florida 33040
Post Office Box 1409, Key West, Florida 33041

Project Title: **PRE-ENGINEERED STEEL BUILDING & FOUNDATION**

Project No.: 007-16

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

Name: Christian Brisson

Telephone: 305-872-2200, Ext. 26 Email: cb@pedrofalcon.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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

CONTRACT EXECUTION AND BONDS

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

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 agrees to begin work within ten (10) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within 180 calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000.00 per day for each day that expires after the completion date.

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

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

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts.

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

AUTOMOBILE LIABILITY INSURANCE, CONTRACTORS COMMERCIAL GENERAL LIABILITY INSURANCE, AND WORKER’S COMPENSATION INSURANCE

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

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

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

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

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

If the work is being done on or near a navigable waterway, CONTRACTOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

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

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

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Except as specifically provided herein, this Contract does not require CONTRACTOR to indemnify the City of West, its employees, officers, directors, or agents from liability, damage, loss, claim, or action or proceeding.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's options, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West, whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

PAYMENT RETAINAGE

Bidder further acknowledges that Owner will deduct from the partial payment estimate and retain, as part security, ten percent (10%) of the amount earned for work satisfactorily completed. A deduction and retainage of ten percent (10%) will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

BID SCHEDULE

PRE-ENGINEERED STEEL BUILDING & FOUNDATION

LUMP SUM BID PRICE

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

“S” Style Pre-engineered Steel Building Purchase & Delivery to Site	<u>\$ 58,466.00</u>
“S” Style Pre-engineered Steel Building Assembly	<u>\$ 23,285.00</u>
“S” Style Pre-engineered Steel Building Foundation Construction	<u>\$ 85,758.00</u>
Permit Fees	<u>\$ 0.00 (no permit required)</u>
TOTAL BASE BID	<u>\$ \$167,509.00</u>

One Hundred Sixty Seven Thousand Five Hundred Nine Dollars

Amount written in words has precedence

and Zero Cents

SURETY

Traveler's Casualty & Surety Co. of America, c/o Nielson, Hoover & Co., Inc. whose address is

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

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

BIDDER

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

_____ doing business at

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

cb@pedrofalcon.com
email address

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

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

Name	Title
<u>Christian Brisson</u>	<u>as Director, President, Secretary</u>
_____	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

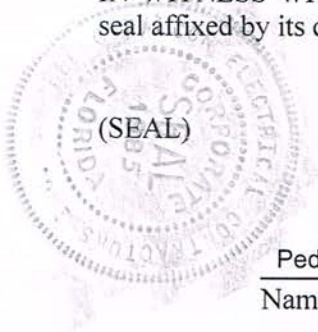
IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17 day of December 2015.



Pedro Falcon Electrical Contractors, Inc.
Name of Corporation

By 

Title Christian Brisson, as President & Secretary

Attest 
Secretary

EXPERIENCE OF BIDDER

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

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

Project:	D/B Warehouse #3
Location:	MacDill Airforce Base, Tampa, FL
Contract Amount:	\$699,909.79
Dates of Performance:	October 2011 to September 2012
Owner:	U. S. Department of the Air Force
Owner Contact:	Louis Lantner, 813-828-0463
Engineer:	Meridian Engineering
Engineer Contact:	Richard Milelli, 305-293-3263
Description of Work:	New 4500 square foot pre-engineered facility which includes demo, site, pre-engineered steel building, restrooms, mechanical, plumbing and electrical, roadway, building pad, HVAC, fire protection and communications systems.

Please see attached pages for additional projects.

* * * * *

Pedro Falcon Electrical Contractors, Inc.

Project Experience

Project: D/B CNS Medical Clinic Loading Zone Roof, B1078
Location: MacDill Airforce Base, Tampa, FL
Contract Amount: \$286,769.06
Dates of Performance: February 2013 to June 2013
Owner: MacDill Airforce Base
Owner Contact: Louis Lantner, 813-828-0463
Engineer: TLC Engineer for Architects
Engineer Contact: David Fusco, 239-275-4240
Description of Work: Construction of a new pre-engineered steel canopy for weather protection at the loading dock. Install erosion/runoff protection, remove existing slab for new foundations, excavation, electrical and timer switch.

Project: D/B Child Development Center Campus
Location: MacDill Airforce Base, Tampa, FL
Contract Amount: \$609,633.96
Dates of Performance: February 2014 to January 2015 (Design October 2012 to February 2014)
Owner: MacDill Airforce Base
Owner Contact: Louis Lantner, 813-828-0463
Engineer: Meridian Engineering
Engineer Contact: Richard Milelli, 305-293-3263
Description of Work: Specialist for design, including certifications for rubber surfacing. Install erosion and stormwater protection. Install tree cookie patio, standing seam metal shade

with reinforced concrete foundation. Install new fencing, sidewalks, relocate and install new water valve, including pressure testing, hard piping below grade, irrigation systems, stormwater underdrain drainage systems, playground equipment for pre-toddler, furnish and install the equipment for the pre-school garden area, construct deck area and stage area with aluminum pergola structure. Compact grades and install reinforced concrete sidewalks, sitting area with decorative concrete paving.

Project: Renovations of the Monroe County Courthouse

Location: Marathon, FL

Contract Amount: \$1,303,105.38

Dates of Performance: August 2011 to May 2013

Owner: Monroe County Board of County Commissioners

Owner Contact: Kevin Wilson, 305-453-8797

Engineer: TLC Engineering for Architects

Engineer Contact: David Southwick, 239-275-4240

Description of Work: Exceptionally active occupied site where security must be maintained at all times included the judge's chambers, courtroom #1 and #2, HVAC design, fire alarm, abatement, electrical, painting, flooring tile and carpet, plumbing, millwork, doors/windows, installation of a pre-manufactured building for courtroom #1 and foundation, storm and wastewater system. Courtroom #2 was renovation in existing building. Concrete approach slab and smaller pre-manufactures building for security and security scanner.

Project: D/B Digital Airport Surveillance Radar Installation

Location: NAS, Key West, FL

Contract Amount: \$667,997.00

Dates of Performance: May 2011 to December 2011

Owner: U. S. Navy

Owner Contact: Mark Tipsord, 305-797-1642

Engineer: Perez Engineering, 305-293-9440

Description of Work: AN/GPN-30 Site: Construction of a mound w/design of concrete platform and piling. Maintenance access road, antenna tower, electronic equipment shelter/building with HVAC, power distribution system, uninterruptible power supply, emergency generator set, fire detection, security, cabling to connect radar to the local radar approach control center, telephone, and power.

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the Owner, 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 17th day of December 2015.

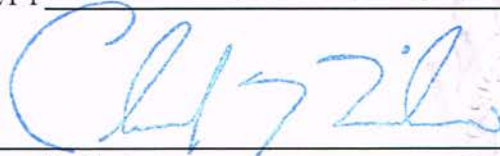
PRINCIPAL Pedro Falcon Electrical Contractors, Inc.

By



SURETY Travelers Casualty and Surety Company of America

By



Attorney-In-Fact Charles J. Nielson

* * * * *

POWER OF ATTORNEY



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

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

Attorney-In Fact No. 225989

Certificate No. 006561016

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of November, 2015.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 17th day of November, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

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

By: 
Christian Brisson, as President of Pedro Falcon Electrical Contractors, Inc.

Sworn and subscribed before me this 17 day of December 2015.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for Pre-Engineered Steel Building & Foundation on Fleming Key, ITB # 007-16

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

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

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

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

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

and my relationship to the entity named above is as President

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

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

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

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

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)

December 17, 2015

 (date)

STATE OF FLORIDA

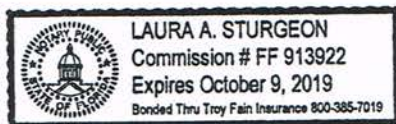
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Christian Brisson Who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 17 day of December, 2015.

My commission expires:





 NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM


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

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

CONTRACTOR: Pedro Falcon Electrical Contractors, Inc.

SEAL:

31160 Avenue C, Big Pine Key, FL 33043
Address


Signature

Christian Brisson
Print Name

as President
Title

December 17, 2015
Date



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

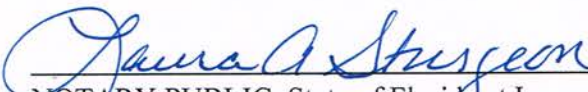
: SS

COUNTY OF MONROE)

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

By:  Christian Brisson, as President

Sworn and subscribed before me this 17 day of December 20 15.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

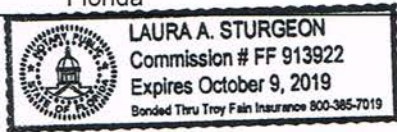
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Pedro Falcon Electrical Contractors, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code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

By:  Christian Brisson, as President

Sworn and subscribed before me this
17 day of December 2015.



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: _____

* * * * *

**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

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


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

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

Business Name Pedro Falcon Electrical Contractors, Inc. Phone: 305-872-2200

Current Local Address: 31160 Ave. C, Big Pine Key, FL 33043 Fax: 305-872-2219
(P.O Box numbers may not be used to establish status)

Length of time at this address 20 years



Signature of Authorized Representative

December 17, 2015

Date

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 17 day of December, 2015.
By Christian Brisson, as President, of Pedro Falcon Electrical Contractors, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced NA as identification
(type of identification)



Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank



CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

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

Comments:

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

2015 4833
LIC OCCUPATIONAL RENEWAL
1.00 \$309.75

This document must be prominently displayed.

PEDRON FALCON ELECTRICAL CONTR

PEDRO FALCON ELECTRICAL CONTR
31160 AVENUE C

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

BIG PINE KEY FL 33043

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

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

Comments:

User: KEYWBLD Type: OC Drawer: 1
Date: 9/11/14 54 Receipt no: 48800

2015 21688
LIC OCCUPATIONAL RENEWAL
1.00 \$309.75

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL CONTRA

PEDRO FALCON ELECTRICAL (CGC)
31160 AVE C

Trans date: 9/11/14 Time: 14:55:07

BIG PINE KEY FL 33043

**2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015**

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL
CONTRACTORS INC

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

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

Employees 10

STATE LICENSE: EC0001491/CGC1507617/

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

Paid 105-13-00005052 09/08/2014 25.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2015

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL
CONTRACTORS INC

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

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

Employees 10

STATE LICENSE: EC0001491/CG

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

Paid 105-13-00005052 09/08/2014 25.00

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Sloping</u>	<u>LFT</u>	<u>250</u>	<u>\$1.00</u>	<u>\$250.00</u>
B. _____	_____	_____	_____	_____

[Signature]
Signature

December 17, 2015
Date

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Christian Brisson, who, after first being sworn by me affixed his/her

signature in the space provided above on the 17 day of December, 20 15.

[Signature]
Notary Public

(Seal)



My Commission expires: _____

**CITY OF KEY WEST, FLORIDA NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29.**

I, Christian Brisson, hereby declare that
I am President of Pedro Falcon Electrical Contractors, Inc.
of Big Pine Key, Florida 33043
(NAME) (TITLE) (FIRM) (CITY AND STATE)

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, case or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
5. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
7. I certify that, except as noted below, neither firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of funds:
 - a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
 - b) has within a three-year period preceding this certification been convicted of or had a civil judgement rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract, violation of Federal or State antitrust statutes; or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local government entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

- d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.
- e)
- 8. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vender who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (8), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

NONE

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

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

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

Pedro Falcon Electrical

CONTRACTOR: Contractors, Inc. (Seal)

BY: Christian Brisson, as President

 NAME AND TITLE PRINTED

WITNESS: *Laura A. Sturgeon*

BY: *[Signature]*

 SIGNATURE

WITNESS: *[Signature]*

Executed on this 17 day of December, 2015.

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

STATEMENT OF NO BID # _____

PRE-ENGINEERED STEEL BUILDING & FOUNDATION

Note: If you do not intend to submit a Bid, please return this form ONLY.

TO: Utilities Department
City of Key West
P.O. Box 1409
Key West, FL. 33041-1409

Not Applicable-Bid is being submitted by
Pedro Falcon Electrical Contractors, Inc.

We, the undersigned, have declined to submit a Bid on the above-noted Invitation to Bid for the following reason(s):

- Insufficient time to respond to the Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (Please explain below)
- Remove us from the City of Key West's, "Bidder's Mailing List"
- Other (Please specify below)

REMARKS: _____

We understand that if a "No Bid" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: _____

AUTHORIZED AGENT: _____

COMPANY ADDRESS: _____

DATE: _____ TELEPHONE: _____

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification;
Suspension and Debarment Certification; FL Trench Safety Act Compliance; and
Non-collusion Declaration



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

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

(850) 487-1395

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

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

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

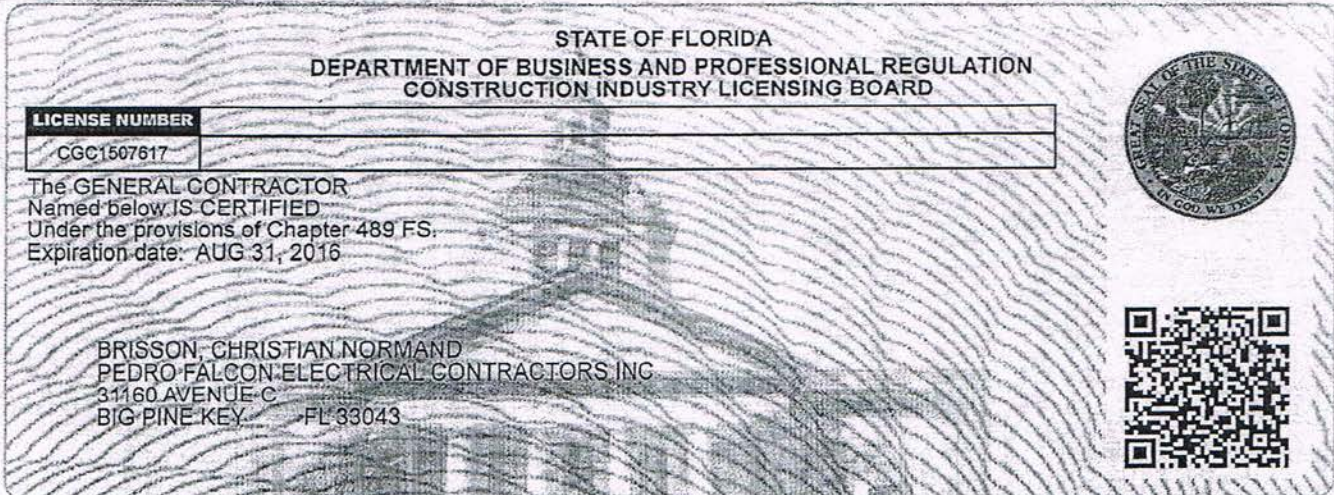
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 08/31/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408310004266



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

RECEIVED

SEP 09 2014

PFEC

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

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

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

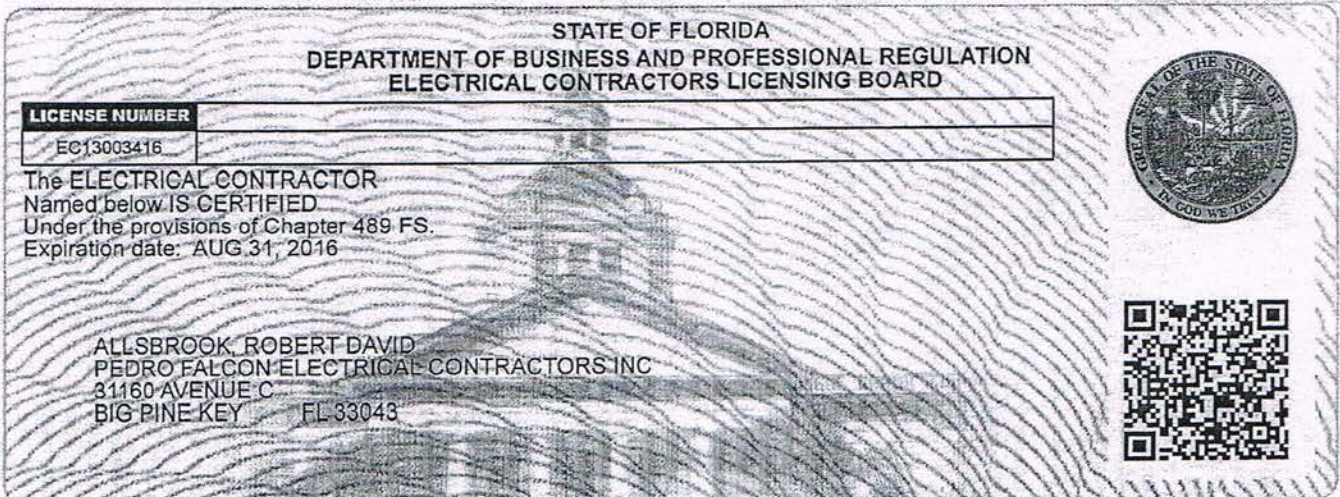
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 08/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408270004223

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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



Business Name PEDRO FALCON ELECTRICAL (CGC) CtlNbr:0017630
Location Addr 31160 AVE C
Lic NBR/Class 16-00021608 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: September 15, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL (CGC)
31160 AVE C

BIG PINE KEY FL 33043

PEDRO FALCON ELECTRICAL CONTRA

Oper: KEYWBLD Type: OC Drawer: 1
Date: 9/22/15 55 Receipt no: 38303
2015 21608
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3067796
CK CHECK 41385 \$325.00
Trans date: 9/22/15 Time: 11:24:52

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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



Business Name PEDRO FALCON ELECTRICAL CONTR CtlNbr:0004028
Location Addr 31160 AVE C FALCON BLDG
Lic NBR/Class 16-00004033 CONTRACTOR - CERT ELECTRICAL
Issue Date: September 15, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL CONTR
31160 AVENUE C

BIG PINE KEY FL 33043

PEDRON FALCON ELECTRICAL CONTR

Oper: KEYWBLD Type: OC Drawer: 1
Date: 9/22/15 55 Receipt no: 38305
2016 4033
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3067797
CK CHECK 41386 \$325.00
Trans date: 9/22/15 Time: 11:25:17

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

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL
CONTRACTORS INC

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

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

Employees 10

STATE LICENSE: EC0001491/CGC1507617/

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

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

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2016

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL
CONTRACTORS INC

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

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

Employees 10

STATE LICENSE: EC0001491/CG

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

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



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. ONE

ITB 007-16 PRE-ENGINEERED STEEL BUILDING & FOUNDATION ON FLEMING KEY

To All Bidders:

This addendum is issued to as supplemental information to the bid package for clarification of certain matters of both a general and technical nature. The referenced Invitation to Bid is hereby addended, as fully and as completely as if the same were fully set forth therein, in accordance with the following items:

Please be advised of the following changes to the steel building material specifications:

Washers:	polyethylene; 2,000 psi tensile strength 0.04% water absorption potential, 212F softening temperature
Steel Arch Panels:	9.75" deep corrugation with cross corrugations
Steel Specification:	AZM180/AZ60 Galvalume Plus Steel, meeting ASTM A792 & A792M
Coating:	AZ55 aluminum-zinc alloy-coated Galvalume Plus
Bolt:	zinc aluminum hex flange with indented head, Grade 8.2

Contractor may provide specified material, equal, or better. Specified material is a minimum standard.

Below questions have been submitted in writing from a potential bidder. Answers are in bold type.

Question:

Is there an estimated or set budget for ITB # 007-16, Pre-Engineered Steel Building & Foundation on Fleming Key?

Response:

No.

Question:

Does the City require insulation in the building walls or ceiling?

Response:

No.

Question:

How many “man doors” or entrances does the City want on this building?

Response:

One on the front side.

Question:

Does the City require a mezzanine structure inside of the proposed metal building?

Response:

No.

Question:

Does the City require any interior offices in the proposed metal building?

Response:

No.

Question:

Does the City require a restroom in the proposed metal building?

Response:

No.

Question:

Does the City require lighting and electrical outlets in the proposed metal building?

Response:

No.

Question:

Does the City require a paved (asphalt or concrete) driveway to connect the proposed metal building entrance to the existing parking lot?

Response:

No.

Question:

Does the City require any roof vents or exhaust fans on the proposed metal building?

Response:

The City does not require exhaust fans. The City would like roof ventilation and prefers non-mechanical over mechanical. The Contractor will have flexibility to decide which roof vent system to provide and install, in order not to steer the project to any particular metal building manufacturer.

Question:

Is the City going to require a Builders Risk policy for the project?

Response:

Yes, per Section 34 E. of the General Conditions.

Question:

Is there an estimated set budget for the project?

Response:

There is no set budget specifically for this project.

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



Signature Christian Brisson, as President

Pedro Falcon Electrical Contractors, Inc.

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. TWO

ITB 007-16 PRE-ENGINEERED STEEL BUILDING & FOUNDATION ON FLEMING KEY

To All Bidders:

This addendum is issued to as supplemental information to the bid package for clarification of certain matters of both a general and technical nature. The referenced Invitation to Bid is hereby addended, as fully and as completely as if the same were fully set forth therein, in accordance with the following items:

Below questions have been submitted in writing from a potential bidder. Answers are in bold type.

Question:

The Bid Package states several times that the Bidder shall procure and pay for Permit Charges and Fees; however, at the mandatory Pre-Bid meeting it was stated that all Permit Charges and Fees would be waived. Please clarify which statement is correct.

Response:

Contractors doing work in the City of Key West exceeding a period of 30 days are required to obtain City of Key West business (tax) license. Local, state, and federal permit fees will not be required.

Question:

According to the Bid Package, there is a requirement for TWO 20' wide by 14' high sliding doors. At the Mandatory Pre-Bid Meeting it was stated that only ONE 20' wide by 14' high door would be required and ONE walk-in man door. Please indicate which is correct.

Response:

Two (2) sets of sliding doors and one (1) walk-in man door will be required. Walk-in man door may be located in the sliding door or building structure.

Question:

Please confirm that the Bidder is only to furnish Signed and Sealed Engineered Drawings for the Concrete Slab and Foundation Work and the S-type Metal Building and that Civil Drawing with site plan requirements (Storm Water, Parking, Landscaping, Setback, Etc.) are not required.

Response:

Correct. Civil drawings with site plan requirements are NOT required. Signed and sealed engineered drawings for the S-type steel building and concrete slab and foundation, as a combined system, are required.

Question:

The Bid Package mentions the requirement of 4 skylights. I did not see them in the existing building and have my doubts that they would be able to meet the wind load requirements. Are they absolutely required?

Response:

Please omit the skylights. Skylights shall not be required.

Question:

In one area of the Bid Package it states the design criteria as “requirements of the Florida Building Code, Fifth Edition (2014)”. In another area of the Bid Package it states the design criteria as Design Wind Loads: Wind loads for Category II structure must meet or exceed 180 miles per hour, and must meet Dade County, Florida Hurricane, Wind Load Specifications. Which design criteria is to be used?

Response:

Design criteria shall meet the requirements of the Florida Building Code, Fifth Edition (2014), alternately design criteria Design Wind Loads: Wind Loads for Category II structure must meet or exceed 180 miles per hour.

Question:

Is “Florida Product Approval Requirement”, a requirement of the S-type Metal Building?

Response:

Florida Product Approval Requirement or Miami-Dade County Notice of Acceptance (NOA) are required.

The mandatory pre-bid meeting for the above reference project was held at the Richard A. Heymen Environmental Protection Facility, on December 4, 2015.

Attached: Pre-bid Sign In Sheet

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


Signature Christian Brisson, as President

Pedro Falcon Electrical Contractors, Inc.
Name of Business

SIGN-IN SHEET
ITB 007-16 Pre Engineered Steel Building and Concrete Foundation at Fleming Key

NAME	COMPANY	PHONE/FAX	EMAIL
Ryon La Chapelle	Seatech, Inc.	305-304-8406 305-872-8898F	RYONL@SEATECH.CC
Dwight Devore	Nearshore Electric, Inc.	305-294-3991 305-942-4446	dewight.nearshore@belbouth.net
BRAD MORETTI	BURKE CONSTRUCTION GROUP	(305) 487-2297	Brad@bcgconstruction.net
Paul Waters	DN Higgins	305-797-1019	Paulw@dnhiggins.com
Patrick O'Leary	CHARLEY TOPPING & SONS	(305) 296-5606	topping@teppkw.com
Ricky Collins	CH2M	(305) 407-5090	ARNOLD.COLLINS@CH2M.COM
CHRISTIAN BRKSON	PEDRO FALCON CONTRACTORS	305-872-2200	Cb@pedrofalcon.com
MOISES B. BICHACH	EUCI CONSTRUCTION.	(3) 891-7990	MOISES@EUCICONSTRUCTION.COM
Robert Blanchard	D.L. Parner.	941-929-9400 941-929-9500	mwhite@diparner.com
John Castro	City of Key West	305-809-2902	jcastro@cityofkeywest-fl.gov
John Buckete	P J CATERGATAN Co	727-673-2563	JBUCKET@TAMPABAY.FL.COM