



31160 Avenue C, Big Pine Key, FL 33043-4516
(305) 872-2200 Fax: (305) 872-2219
EC 13003416 / CGC 1507617
www.PedroFalcon.com

BID DOCUMENTS

for

C. B. Harvey Rest Beach Shelters

ITB # 22-002

Attention: City of Key West
Office of the City Clerk

Address: 1300 White Street, Key West, FL 33040

Due: November 10, 2021, by 3:00 pm



PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #

C.B. HARVEY REST BEACH SHELTERS, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on November 10, 2021 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB # 22-002 C.B. HARVEY REST BEACH SHELTERS” addressed and delivered to the City Clerk at the address noted above.

The proposed project consists of providing all materials, equipment and labor necessary to construct shelters at C.B. Harvey Rest Beach; including the removal of existing structure and construction of three new timber structures and three 10' x 10' concrete slabs.

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

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

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

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

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

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

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

shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Ian McDowell, Assistant Engineer, at cimcdowell@cityofkeywest-fl.gov.

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

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

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

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

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

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

and surface topography at the worksite.

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

5. TYPE OF BID

A. LUMP SUM

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

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

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the

signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

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

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

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

D. ATTACHMENTS

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

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

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BIDS

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

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

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

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to them and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid

security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will be **90** calendar days.

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: C.B. HARVEY REST BEACH SHELTERS
ITB 22-002

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

Company Name: Pedro Falcon Contractors, Inc.
Contact Name & Telephone #: Christian Brisson (305) 872-2200 ext. 26
Email Address: cb@pedrofalcon.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 90 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. n/a, _____,

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

SALES AND USE TAXES

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

LUMP SUM

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

PROPOSAL FORM

Bonds

LUMP SUM BASE BID:

(Includes all permitting, fixtures, equipment, material & labor)

LUMP SUM \$ 112,700.00

One hundred twelve thousand seven hundred _____ Dollars & zero _____ Cents
(amount written in words)

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

ADDITIVE ALTERNATE # 1

Renovation and repair of C.B. Harvey Rest Beach sign, including necessary repairs to roofing and timber structure.

\$ 8,900.00 Total

C.B. Harvey Rest Beach Park

CSI Divisions	Materials	Labor	Others	Total
General Conditions	\$6,825.75	\$15,563.12	\$1,842.23	\$24,231.09
Design	\$0.00	\$0.00	\$0.00	\$0.00
Div 02 Existing Conditions	\$4,449.28	\$7,107.16	\$6,202.16	\$17,758.59
Div 03 Concrete	\$9,934.97	\$8,170.64	\$122.82	\$18,228.42
Div 04 Masonry	\$0.00	\$0.00	\$0.00	\$0.00
Div 05 Metals	\$9,756.73	\$0.00	\$585.31	\$10,342.04
Div 06 Wood, Plastics & Composites	\$13,535.12	\$15,070.28	\$1,842.23	\$30,447.63
Div 07 Thermal & Moisture Protection	\$0.00	\$0.00	\$6,140.75	\$6,140.75
Div 08 Openings	\$0.00	\$0.00	\$0.00	\$0.00
Div 09 Finishes	\$0.00	\$0.00	\$0.00	\$0.00
Div 10 Specialties	\$0.00	\$0.00	\$0.00	\$0.00
Div 11 Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Div 12 Furnishings	\$0.00	\$0.00	\$0.00	\$0.00
Div 13 Special Construction	\$0.00	\$0.00	\$0.00	\$0.00
Div 14 Conveying Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Div 21 Fire Suppression	\$0.00	\$0.00	\$0.00	\$0.00
Div 22 Plumbing	\$0.00	\$0.00	\$0.00	\$0.00
Div 23 Heating, Ventilating, And Air-Conditioning (HVAC)	\$0.00	\$0.00	\$0.00	\$0.00
Div 25 Intergrated Automation	\$0.00	\$0.00	\$0.00	\$0.00
Div 26 Electrical	\$0.00	\$0.00	\$0.00	\$0.00
Div 27 Communications	\$0.00	\$0.00	\$0.00	\$0.00
Div 28 Electronic Safety and Security	\$0.00	\$0.00	\$0.00	\$0.00
Div 31 Earthwork	\$0.00	\$0.00	\$0.00	\$0.00
Div 32 Exterior Improvements	\$0.00	\$0.00	\$0.00	\$0.00
Div 33 Utilities	\$0.00	\$0.00	\$0.00	\$0.00
			Subtotal	\$107,148.53
			Permit fee	\$ 5,551.47
			Total Base Bid	\$112,700.00

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

All work except roofing to be performed by Contractor	\$ 106,559.25
See attached Schedule of Values for more detail	

SURETY

Travelers Casualty and Surety Company of America _____ whose address is

One Tower Square _____, Hartford _____, CT _____, 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Pedro Falcon Contractors, Inc. _____ doing business at

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

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

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

Christian Brisson, as President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2021.

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 10th day of November 2021.

(SEAL)

Pedro Falcon Contractors, Inc.

Name of Corporation

By _____

Title Christian Brisson, as President

Attest _____

Secretary

Christian Brisson, as Secretary



CERTIFIED AND LICENSED GENERAL AND ELECTRICAL CONTRACTORS



Marion County Courthouse, Ocala, FL



www.pedrofalcon.com

THE RIGHT CHOICE FOR FLORIDA & THE FLORIDA KEYS

31160 Avenue C
Big Pine Key, FL 33043-4516
Office: (305) 872-2200
Fax: (305) 872-2219

CGC 1507617 / EC 13003416



Offloading

MILESTONES

- 1985** Pedro Falcon Electrical Contractors, Inc. was founded in 1985 by Pedro Falcon.
- 1995** Based on an excellent track record, PFEC was asked to take on General Contracting work for the US Navy under the 8A program. This work for the US Navy was put forth as a Design/Build contract.
- 2004** Formally recognized in May 2004 by the United States Navy, Pedro Falcon Electrical Contractors received the ROICC Construction Contractor of the Year 2003.
- 2007** The Design/Build partnership of Pedro Falcon Contractors, Inc. and K2M Design, Inc. initially began in 2007. Our first project together was the Design/Build of the new 10 acre, \$4.5M Big Pine Key Park signature project.
- 2014** Pedro Falcon Contractors Inc. continues to receive stellar performance evaluations from the US Navy. A half million dollar 2014 project, "Repair JICCEN HVAC", received ratings of "Exceptional" in all categories: Quality, Schedule, Cost Control, Management, and Regulatory Compliance.
- 2015** PFC enters the Residential building field.

COMMERCIAL CONTRACTING



Water Tank Demolition, NAS Key West

WHAT CAN WE DO FOR YOU?

PLANNING & DESIGN

Bid/Build & Design/Build Capabilities, Conceptual Planning & Feasibility, Schematic Design, Design Development, Contract Documents, Project Management Planning, Cost Estimating, Contract Administration, Project Controls, Communication Protocols

PRE-CONSTRUCTION

Contract & Permit Administration, Permit Applications, Team Selection, Site Investigations, Procurement, Scheduling

CONSTRUCTION

Material, Labor, Equipment & Services: Safety Programs, Accident Prevention, Quality Control, Project & Cost Management, Job Site Supervision and Scheduling

CLOSEOUT

Project Records, Test Reports, As-Built Drawings, O & M Manuals, Warranties

COMMERCIAL PROJECTS



Ocala Courthouse, Tampa



City Hall, Marathon, FL



Monroe County Fire Training Academy, Crawl Key



Conch Key Fire Station, Conch Key, FL



Big Pine Key Fire Station #13



700,000 Gallon Concrete Water Tank



After School Playground, MacDill AFB



GSA Building, USAF Tampa

THE RIGHT CHOICE FOR FLORIDA AND THE FLORIDA KEYS.

THE RIGHT CHOICE FOR FLORIDA AND THE FLORIDA KEYS.



Marathon City Hall - New 15,000 SF Municipal Building, Marathon, FL

BUSINESS PHILOSOPHY

WE DELIVER VALUE

- * Our Experience Gives You the Advantage
- * Team-Wide Commitment to Client Success
- * Creative Solutions at Every Step

WE BUILD CUSTOMER LOYALTY

- * A++ Performance Evaluations
- * On Time & In Budget
- * Relentless Focus on Understanding & Addressing Client's True Needs

WE CONTINUALLY IMPROVE

- * Keeping Employees Positive & Empowered
- * Continuous Learning & Training
- * Cross Train & Redirect Under-Utilized Staff to Accelerate Schedules

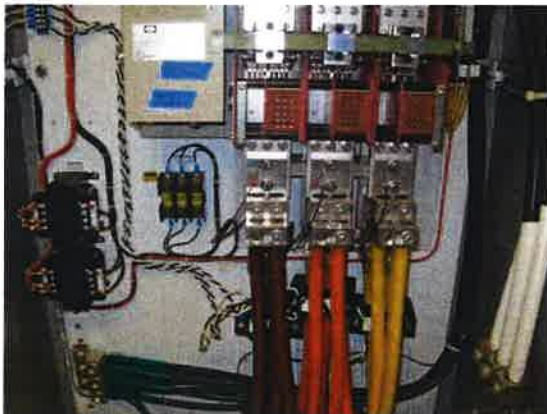
WE DELIVER SOLUTIONS

- * No Job is Too Big or Too Small
- * Adapt Constantly and Quickly
- * Expertise & Experience Make Us Efficient & Flexible

ELECTRICAL CONTRACTING



Installing Guy Wire NAS KW



Three Phase Automatic Transfer Switch



Electrical Panels at Marathon City Hall

NOTE RE: MILITARY PROJECTS

Our Electricians are up to the rigors of Military work, from the high expectations for workmanship to the security clearances necessary for entry. In addition, our Administrative staff is well versed in the documentation required of every Military project.

RECENT PROJECTS LIST

- JIATFS Command Theater Upgrades, NASKW
- Correct CNS Commercial Power Feed, MacDill AFB
- P678 Aircraft Crash Rescue & Fire Headquarters, NASKW
- CNIC Transfer Switch Program, NASKW
- JIATFS Power Redistribution, JIATFS Compound, NASKW
- JOCC Joint Operation Command Center, JIATFS, NASKW
- City of Marathon City Hall, Marathon, FL
- Fort Zachary Taylor State Park, Volunteer RV Sites
- Monroe County Regional Service Center Drug Testing Lab
- Sexton House, Key West Cemetery, Key West, FL
- Mote Marine Tropical Research Lab, Summerland Key
- Marathon Utility & Maintenance Building, Marathon, FL
- Special Forces Training Facility Boat Maintenance Building

HIGH VOLTAGE
 LOW VOLTAGE
 UNDERGROUND
 OVERHEAD
 RESIDENTIAL
 COMMERCIAL
 INSTITUTIONAL
 MUNICIPAL
 MILITARY

POWER DISTRIBUTION
 LIGHTING
 DESIGN/BUILD

COMMUNICATIONS SYSTEMS
 SECURITY SYSTEMS
 CCTV/VOICE/DATA

ELECTRICAL PROJECTS



P678 Aircraft Fire & Rescue HQ, Boca Chica NAS



Mote Marine Tropical Research Laboratory



Jet Fuel Pump Station, Boca Chica NAS



USAF, Generators & Switchgear, Cudjoe Key, FL



JIATF South, Emergency Generators (1.5 MW)



Slab Rough-In, Marathon High School



Marathon Utility & Maintenance Building



Marathon City Hall, Marathon, FL

THE RIGHT CHOICE FOR FLORIDA AND THE FLORIDA KEYS.

DESIRE TO SUCCEED



32+

YEARS
IN
BUSINESS

500+

SUCCESSFULLY
COMPLETED
PROJECTS

200+

MILLION
IN
GROSS
REVENUE

ABOUT



Generator Installation at Mote Marine Tropical Research Lab, Summerland Key, FL

EXPERTISE

With more than 500 successfully completed projects valued at more than \$200M, we understand construction; how to get projects planned, designed, permitted, organized, scheduled, built and completed - safely, efficiently, on time and within budget.

EXCELLENCE

PFC listens to each client on an individual basis and then completes the job exceeding set standards. Our goal is to create value for the customer.

FLEXIBILITY

At PFC we are willing and able to modify our approach based on the unique demands of any situation. Management and crews can and do step outside their job descriptions. This means we get more accomplished.

INTEGRITY

Our team members mutually recognize a pride in final product, a disposition to provide our clients with exceptional service, and a dedication to the entire process for every project we are involved in.

WE'D LIKE TO KNOW ABOUT YOU

REACH OUT TODAY

We're always excited to investigate the next project. Contact us today. Tell us about your ideas and vision. Ask questions. We can set a time to meet, talk on the phone, or get started via e-mail. Let us know what works best for you.

CONTACT US

31160 Avenue C, Big Pine Key, FL 33043
P. 305-872-2200 - F. 305-872-2219
Email our President, Chistian Brisson - cb@pedrofalcon.com
www.pedrofalcon.com

OWNER & LOCATION	JOB NAME	DESCRIPTION OF SERVICES PROVIDED	ORIGINAL CONTRACT AMOUNT	START YEAR	CONTACT
Monroe County BOCC - Simonton St., Key West, FL	Monroe County Public Library & Adult Education Center, Marathon, FL	Construction of a two-story concrete, masonry and steel structure to house the City of Marathon Public Library and the Monroe County School District Adult Education Center. The building will be 13,959 SF.	\$7,069,325.00	2018	Rob Tudor Project Manager Monroe County O: (305)292-4415 tudor-rnb@monroecounty-fl.gov
Carico, Inc.	Henderson Building	The Henderson Building is a new 2-story, 7,400 SF building to be built from the ground up. The project consists of 2,700 SF of office space with an additional 4,700 SF comprising six residential Affordable Housing Units.	\$2,664,984.00	2019	William P. Horn Architect, P.A. 915 Eaton Street, Key West, FL 33040 305-296-8302
Monroe County School District	Marathon High School Athletic Complex	PFEC provided a complete and fully functional installation of all Electrical Systems, Telecommunications Systems, and Technology Systems for a new 530,400 SF Athletic Complex.	\$1,799,124.00	2019	Marshall Quarles, PM, Ajax Building Corporation 513-510-1206
City of Key West	Glynn Archer Gymnasium Renovation	The Glynn Archer Gymnasium Building is a Contributing Historic Structure within the Key West Historic District. Renovations included roofing repairs, extensive concrete spalling repairs, new ADA compliant restrooms, and a new interior configuration. New mechanical, electrical, and plumbing systems were installed. Exterior work included replacing windows and doors to match the original historic windows and doors. A new white single-ply membrane roof with insulation was installed.	\$2,051,892.20	2018	L. Kreed Howell, Former Sr. Construction Manager, City of Key West 305-809-3963 Current contact is Steve McLearnay, Director of Engineering at 305-809-3747
City of Key West	Transient Restrooms/DockMaster Building	Complete construction of a new Dockmaster building with transient restrooms, laundry facility and maintenance shop located at the Key West City Marina at Garrison Blight. This is a one-story, 3,600 SF, concrete and steel structure built to FGBC Certification standards.	\$1,929,318.00	2018	Karen Olson, Deputy Director Port & Marine Services 305-809-3792
City of Key West	Edward B. Knight Pier Lighting	Replace existing panel with 100A, 24 space, 120240V, 1PH, NEMA 4X, 10,000AIC. Replace contactor enclosure with new NEMA 4X. Coil voltage to be 120V to operate from photocell voltage. Replace photocell for pole lights with new 120V photocell. Disconnect/Reconnect wiring as necessary to replace equipment on power pedestal. Replace existing electrical meter; new meter to have 100A main breaker, 120240V, 1PH, NEMA 4X. Relocate existing special receptacle on same pole, but 2' higher than current position. Maintain AIDS Memorial Lighting.	\$137,172.00	2018	Engineering Services, 1300 White St, Key West, FL 33040
Monroe County BOCC	Demolition of Old/Installation of New - Monroe County Transfer Stations	Construction included all work and material required for the provision, installation and hook up for fully functional office buildings at three separate Monroe County Transfer Station locations: Card Sound Road in Key Largo, Overseas Highway in Long Key, and on Blimp Road in Cudjoe Key.	\$1,111,033.95	2017	Steve Sanders, Quality Control & Safety Project Manager, Monroe County PM 305-304-1351
Monroe Lodge	Moose Lodge 1585 - Hurricane Irma Repairs	Separate bar and demolition/construction area. Bar to remain operational. Remove drywall/paneling/trim in lower level to 5' AFF including insulation. Remove doors, cabinets, toilets, urinals, vanities, utility sinks, toilet partitions and VCT flooring in lower level. Replace electrical receptacles that are below 3' 2". Replace framing under bar. Replace stairs and railing to bar. Install new insulation & drywall. Install new doors, hardware and trim. Install new millwork and solid surface counter-tops. Install new floor tile and wall tile wainscoat in bathrooms. Paint. Install new toilet partitions, urinal screens, and bathroom accessories. Repair elevator lift. Install new hot water heater, utility sink, toilets and urinals.	\$221,337.00	2017	Bill Lechner, Administrator - P O Box 430749, Big Pine Key, FL 33043
FEMA Funded Program in Monroe County	Sheltering and Temporary Essential Power (S.T.E.P.) Program	S.T.E.P. was a rapid repair program for Monroe County homes damaged due to Hurricane Irma. Focus was on restoring basic life-sustaining needs for temporary emergency sheltering in place. PFEC worked to restore electrical service and make electrical repairs to approximately 150 homes.	\$300,000.00	2017	Emmanuel McKenzie, PM SLS 6702 Broadway Galveston, TX 77554 O: 713-860-8411 C: 832-610-5141
Monroe County BOCC	Big Pine Key Park - Shade Retrofit & New Bocce Courts	We provided a security chain-link fence between the work area & the public to separate the construction area from park visitors. SOW: Demo and replace posts and fasteners on 17 shade structures. Construct five (5) official bocce courts at 12' wide and 64' long with 3' between courts in accordance with specified drawings. Remove benches and garbage/recycling receptacles surrounding the existing bocce courts and reuse the benches and all the receptacles around the new bocce courts.	\$184,820.00	2017	Steven Sanders, PM Monroe Co. Public Works & Engineering, 1100 Simonton St. Room 2-216, KW 33040 305 295 4338
City of Marathon	Utility & Public Works Maintenance Facility	Design/Build new 10,000 SF pre-engineered steel building from ground up to finished product.	\$1,994,484.00	2016	Carlos A. Solis 9805 Overseas Highway, Marathon, FL 33050 305-289-5008
City of Key West, Fleming Key NAS	Pre-Engineered Steel Building & Foundation	Design/Build "S" style pre-engineered building (Quonset Hut) including foundations, doors/windows.	\$167,509.00	2016	John Paul Castor, Utilities Director, City of Key West 305-809-8867 jcastro@cityofkeywest-fl.gov
City of Key West	Mallory Square Bathrooms Improvements	Replace bathroom fixtures, doors, dispensers, electric hand dryers, janitor's sink, interior water and sewer piping and valves, exterior doors, new attic vent fan, cleaning & painting, and window screens.	\$151,412.00	2016	Janet Muccino Project Manager City of Key West Engineering 305-809-3867 jmuccino@cityofkeywest-fl.gov
Mote Marine Laboratory, Inc.	Mote Marine Tropical Research Lab	All electrical systems for the new Mote Marine Research Lab building on Summerland Key. Interior and exterior lighting packages, LP Generator, electrical panels & disconnects with associated gear. Fire alarm system. Underground distribution. Power feed and gear for solar panel system. Car charging station.	\$637,607.00	2016	GC: Willis Smith Construction Katie Komlos 5001 Lakewood Ranch Blvd North Sarasota, FL 34240 941-366-3116

OWNER & LOCATION	JOB NAME	DESCRIPTION OF SERVICES PROVIDED	ORIGINAL CONTRACT AMOUNT	START YEAR	CONTACT
City of Key West	Sexton House City of Key West Cemetery	Located in the Historic Key West City Cemetery, the Sexton's House was determined to need extensive structural, roof, and wall repairs. The City decided to demolish the 53 year old building and proceed with the design and construction of a new one story, Classic Georgian style building. Work included 1,000 SF slab on grade, concrete, masonry, roof, high impact windows, MEP, stucco exterior, high end finishing, hardwood flooring, crown molding, chair rails, and outdoor decorated columns. The building includes archives, an office, family room, and tourist areas. New amenities include a family waiting area, ADA accessibility at interior rooms, secured ground maintenance equipment storage, an exterior restroom facility, ADA van accessible designated parking, and bicycle racks.	\$245,222.00	2015	Devon Steckly Sr. Project Manager City of Key West Engineering 305-309-3747
City of Key West, Fleming Key NAS	Repair of the Administration Bldg. Roof at Richard A. Heyman Environmental Protection Facility	Roof repair including demolition of existing roof systems, roof membrane, walk pad, metal flashing installation, removal and re-install lightning protections, ladders.	\$274,570.00	2015	John Paul Castro, Utilities Director, City of Key West 305-309-8867 jcastro@cityofkeywest-fl.gov
City of Marathon	Marathon City Hall	New 15,000 SF City Hall Building	\$ 4,376,514.00	2014	Carlos A. Solis 9805 Overseas Hwy., Marathon, FL 33050 phone: 305-289-5008
Department of the Air Force	Renovate B723 for New Mission	Interior and exterior demo. New ramp at loading dock. New overhead doors, cabinets and drawers, toilet partitions, and new doors. New VCT, wall base, carpet tiles, epoxy floor, ceiling tiles drywall, tile shower, paint, bathroom accessories, appliances, plumbing, HVAC, electrical, communications, electronic safety and security and earthwork.	\$303,320.00	2014	Sgt Brandon M. Carey 813-828-2837 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
JIATF South, Key West, FL	JIATF Scif, Bldg. 290, Room 123, Hurricane Wilma Repairs	Design/Build electrical for secured building. Includes ground of metallic piping penetrations. Lighting, recessed LED light fixtures, power, and UPS devices	\$964,571.00	2014	305.293.5385 Contracting Div-Attn J4, P O Box 9051 Key West 33040-9051
Department of the Air Force, MacDill Air Force Base, Tampa FL	Correct CNS Commercial Power Feed	D/B. Repair existing overhead electrical distribution by relocating overhead lines to a below grade electrical distribution system. Contaminated soil excavated and managed. Install street and parking lot lighting systems. Includes curbing and sidewalk repair, sod, directional boring under pavement, and traffic maintenance. Electrical includes grounding, medium voltage conductors, conduit, cable fault indicators, switch gear mounted on concrete pad. Pad mounted re-closers, capacitors banks, and load analysis.	\$1,497,668.00	2014	Joseph Borello 813-828-7421 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Monroe County Board of County Commissioners	Marathon Airport Customs Facility, Guardian Ad Litem	Renovation to an existing airport terminal to include Federal Customs Facility. Project included selective demolition, insulation, gypsum, resilient flooring, division 10, plumbing, security systems, toilet compartments, concrete/masonry, doors/frames/hardware, stucco, terrazzo flooring, furniture, HVAC, CCTV, detention equipment, misc. metals, aluminum storefronts, tiling, fluid applied floor, window shades, electrical, signage, access control/duress, architecture casework, glazing, acoustical ceilings, painting, fire suppression, communications, and fire alarm.	\$1,091,403.00	2014	Ann Riger/Kevin Wilson 500 Whitehead Street, Key West, FL 33040 305-292-4416
United States Navy, Boca Chica NAS, Key West	P678 Aircraft Crash Rescue & Fire Headquarters	Complete electrical for new Aircraft Crash Rescue and Fire Headquarters including demo, interior and exterior lighting systems, generator system, underground distribution, mass notification communication system, and fire detection systems.	\$1,279,533.00	2014	GC: John Drace P O Box 1797, Gulfport, MS 39502 228 244 0100 Engineer: NAVFAC Southeast, IPT South Atlantic, Bldg 135 P O Box 30, NAS Jacksonville, Jacksonville, FL 32212
Monroe County Board of County Commissioners	ADA Compliance Segment #4	ADA Compliance on 9 occupied facilities in the Middle and Lower Keys. Work includes, doors, bathrooms, counters, baby changing stations, signage, elevators, detention center, drinking fountains, re-design etc.	\$300,400.00	2013	Jerry Barnett 500 Whitehead Street, Key West, FL 33040 phone: 305 292 4416
Department of the Air Force, MacDill AFB, Tampa, FL	Install CENTCOM Shredder Exhaust System	D/B. Sensitive, high security occupied area. Install shredder exhaust system. Erosion protection, maintenance of traffic, remove and dispose of curbing and concrete slabs. Design new slab area to include equipment access road, ramp and pad. New concrete curbing, sod and landscaping. Install a completely integrated and operational vacuum exhaust and auger compactor system. Electrical.	\$319,586.00	2013	David M. Poppe 813 828 1187 david.poppe@us.af.mil 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000



PEDRO FALCON CONTRACTORS INC.

Big Pine Key Sign Fabrication and Installation Project



Project Address: Two locations on US Highway 1 in BPK

Contracting Agency: Monroe County BOCC

Project Contact: Deborah London, Monroe County P.M.

Project Contact Phone: 305-453-8754

Dates Work Was Performed: June 2019 – October 2019

Contract Value: \$84,705.00

Engineer or Architect: Keith & Schnars (954-771-1616)

Address: 6500 N. Andrews Ave., Ft. Lauderdale, FL

On Time and On Budget: Yes.

Project Summary: Welcome signs were fabricated and installed at two locations in Big Pine Key: MM 29.5 and MM 32.98 along US Highway 1. FDOT approved Maintenance of Traffic was provided during installation. While working a conflict with electrical and sewer lines was found at the MM 29.5 location. PFC resolved the issue by installing a spread footer in lieu of the originally planned 6' deep foundation for one side of the sign.



Transient Restrooms/Dockmaster Building



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

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

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

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

Design/Build - C-1 Hangar Project



Project Address: Naval Air Station, Key West
Contracting Agency: United States Navy
Project Contact: Jeanette Sweeting
Project Contact Phone: 305-293-3863
Dates Work Was Performed: Sept. 2008 – Sept. 2009

Contract Value: \$3,184,384.00
Engineer or Architect: Perez Engineering
Address: 1010 Kennedy Dr., Key West, FL 33040
Engineer's Phone: 305-293-9440
On Time and On Budget: Yes.

Project Summaries: Design/Build project which consisted of asphalt overlay for the entire C-1 Hangar helipad and motorcycle training course and a second site at the Weapons Area. Scope of work included grading, sitework, paving, striping, fencing, gates, utilities, stormwater management, and electrical.

Big Pine Key Community Park Redevelopment



Project Address: 31009 Atlantis Dr., Big Pine Key, FL
Contracting Agency: Monroe County BOCC
Project Contact: Monroe County Engineering
Project Contact Phone: 305-292-4416
Dates Work Was Performed: Feb. 2007 – Aug. 2008

Contract Value: \$4,566,034.00
Architect: K2M Design 305-292-7722
Architect's Address: 1150 Virginia Street, Key West
On Time and On Budget: Yes.

Project Summary: PFC redeveloped a 10 Acre recreational park including a Hockey Rink, Skate Park, Tennis Courts, Playground, Fitness Course, Shuffleboard Courts, Bocce Courts, baseball and soccer fields, handball and basketball courts, landscaping, irrigation, and 300 car parking lot. Also constructed was a new two-story Community Center which includes maintenance garage, restrooms, concessions area, press box, storage rooms and elevator.

P678 Aircraft Crash Rescue & Fire Headquarters



Project Address: Boca Chica Naval Air Station, KW
Contracting Agency: Drace Anderson Joint Venture
Project Contact: John Drace, Principal Drace Anderson
Project Contact Phone: 228-244-0100
Dates Work Was Performed: Oct. 2014 – Jan. 2016

Electrical Contract Value: \$1,498,396.43
Engineer or Architect: Naval Facilities Engineering
IPT South Atlantic, Bldg. 135, NAS Jacksonville, FL 32212
Engineer's Phone:
On Time and On Budget: Yes.

Project Summary: Electrical Subcontract. Complete electrical systems for a new Aircraft Crash Rescue and Fire Headquarters at Boca Chica Naval Air Station, a secured Military Base.

Scope of Work: Work included demo, overhead power relocation, interior and exterior lighting, lighting controls, pad mount transformers, panel boards, dry type transformers, branch power, switch gear, generator system with stainless steel enclosure, fire alarm system, underground distribution including excavation, concrete, and backfill, communication duct banks, ELMER Mass Notification System, communications and data, CATV, cameras, security/door access, lightning protection, and fire detection systems.

Correct CNS Commercial Power Feed



Project Address: MacDill Air Force Base, Tampa

Contracting Agency: Dept. of the Air Force

Project Contact: Joseph Borello, 6th Contracting Squadron

Project Contact Phone: 813-828-7421

Dates Work Was Performed: Sept. 2014 – July 2016

Electrical Contract Value: \$1,466,568.88

Engineer or Architect: SGM Engineering, Inc.

Architects Address: 935 Lake Baldwin Lane, Orlando

On Time and On Budget: Yes.

Project Summary: Electrical subcontract. This was a Design/Build electrical project which focused on repairing the existing overhead electrical distribution by relocating overhead lines to a below grade electrical distribution system.

Scope of Work: Contaminated soil was excavated and managed. Street and parking lot lighting systems were installed. Work included curbing and sidewalk repair, sod, directional boring under pavement, and traffic maintenance. Electrical included grounding, medium voltage conductors, conduit, cable fault indicators, and switch gear mounted on a concrete pad. Also included were pad mounted re-closers, capacitor banks, and load analysis. This project was accomplished with a savings of \$31,099.12 realized compared to the original contract amount.

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



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

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

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

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

Golden Collum Federal Building & Courthouse/USDC Renovations and Additions



Project Address: 110 NW 1st Ave #1, Ocala, FL
Contracting Agency: General Services Administration
Project Contact: Christopher Banks
Project Contact Phone: 404-331-4368
Dates Work Was Performed: Feb. 2009 – April 2010

Contract Value: \$2,376,354.48
Engineer or Architect: CRA Arch. 713-426-5565
Architect's Address: 1415 N. Loop West, Houston, TX
On Time and On Budget: Yes.

Project Summary: The task was to provide a new Federal Courtroom and associated support spaces. Coordination with the Owner was necessary to clear and secure the construction area so the remaining portions of the building were accessible & in operation throughout the construction process.

Scope of Work: The demolition included asbestos removal. The retrofit included metal studs, gypsum board, extensive millwork, bullet-resistant panels and glazing, full MEP replacement, finishes, acoustical wall panels, acoustical ceilings, floor finishes, etc.

Historic Glynn Archer Gymnasium Renovation



Project Address: 1030 United St., Key West
Contracting Agency: City of Key West
Project Contact: L. Creed Howell
Project Contact Phone: 305-809-3963
Dates Work Was Performed: Sept. 2018 – Aug. 2019

Contract Value: \$2,067,509.00
Engineer or Architect: William P. Horn, Architect
Architect's Address: 915 Eaton St., Key West, FL 33040
On Time and On Budget: Yes.

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

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

Design/Build - Marathon Airport Customs and Border Patrol Facility



Project Address: 9000 Overseas Hwy., Marathon, FL
Contracting Agency: Monroe County BOCC
Project Contact: Kevin Wilson, Asst. County Admin.
Project Contact Phone: 305-453-8797
Dates Work Was Performed: Nov. 2014 – March 2016

Contract Value: \$1,418,904.00
Engineer or Architect: K2M Design
Architect's Address: 1150 Virginia St., Key West, FL
Engineer or Architect's Phone: 305-292-7722
On Time and On Budget: Yes.

Project Summary: This project was a renovation to an existing airport terminal to include the Federal Customs and Border Patrol Facility.

Scope of Work: Project included selective demolition, insulation, gypsum, resilient flooring, Division 10, plumbing, security systems, concrete/masonry, doors/frames/hardware, stucco, terrazzo flooring, furniture, HVAC, CCTV, detention equipment, metals, aluminum storefronts, tiling, fluid applied floor, window shades, electrical, signage, access control/duress, architectural casework, glazing, acoustical ceilings, painting, fire suppression, communications, and fire alarm.

Owner requested change orders included bullet resistant glass, stainless steel partitions, removal and installation of new data cabling, installation of an x-ray machine, microphones and cameras, an integrated phone system, and additional security features.



Marathon City Hall



Project Address: 9805 Overseas Hwy., Marathon

Contracting Agency: City of Marathon, FL 33050

Project Contact: Carlos A. Solis, Engineering Director

Project Contact Phone: 305-289-5008

Dates Work Was Performed: Dec. 2014 – Nov. 2016

Electrical Subcontract Value: \$499,331.00

Engineer or Architect: William Horn Architect PA

On Time and On Budget: Yes.

Project Summary: New 15,000 SF City Hall Building which includes offices, conference room, break room, utility rooms, specialty storage, and City Council chambers. This is a FGBC (Florida Green Building Coalition) building.

Scope of Work: All Divisions: Concrete, Masonry, Metals, Wood, Plastics and Composites, Thermal & Moisture Protection, Openings, Finishes, Specialties, Equipment, Furnishings, Fire Suppression, Plumbing, HVAC, Electrical, Communications, Electronic Safety and Security, Earthwork, Exterior Improvements, and Utilities. The landscape irrigation system makes use of reclaimed water.



PEDRO FALCON CONTRACTORS INC.

Monroe County Public Library & Adult Education Center, Marathon, FL



Project Address: 3490 Overseas Highway, Marathon
Contracting Agency: Monroe County BOCC
Project Contact: Rob Tudor, P.M.
Project Contact Phone: 305-292-4416
Dates Work Was Performed: July 2019 – 2021

Contract Value: \$7,738,695.00
Engineer or Architect: Synalovski, Romanik & Saye
Architect's Address: 1800 Eller Drive, Ft. Lauderdale, FL
Architect's Phone: 954-961-6806
On Time and On Budget: Yes.

Project Summary: This project required the construction of a two-story concrete, masonry and steel structure to house the City of Marathon Public Library and the Monroe County School District Adult Education Center. The building is 13,969 SF with 7,094 SF on the first floor and 6,875 SF on the second floor. It is designed to be a legacy building, meant to last 50 years and intended to be a very flexible space. It's also designed to withstand a Category 5 Hurricane. The construction is funded through the one-cent infrastructure sales tax.

Scope of Work: The building was constructed from the ground up. SOW encompassed all divisions of construction including site improvements, utilities, concrete, CMU, structural steel, precast pre-stressed joists, steel trusses, steel doors and frames, flush wood doors, impact windows, doors and storefronts, hardware, low profile access flooring, hydraulic elevator, HVAC systems, electrical systems, interior and exterior lighting, fire protection, lightning protection, solar power, plumbing systems, irrigation, landscaping, miscellaneous metals, insulation, waterproofing, roofing, overhead doors, operable partitions, metal framing, drywall, acoustical ceilings, stucco, tile, carpet, terrazzo, painting, flagpole, toilet partitions and bath accessories, lockers, fire extinguishers, window shades and bike racks.



PEDRO FALCON CONTRACTORS INC.

Monroe County Courthouse, Marathon



Project Address: Overseas Hwy., Marathon, FL
Contracting Agency: Monroe County BOCC
Project Contact: Jerry Barnett
Project Contact Phone: 305-292-4429
Dates Work Was Performed: 2010

Contract Value: \$1,303,105.00
Engineer or Architect: K2M Design
Architect's Address: 1150 Virginia St., Key West, FL
Engineer or Architect's Phone: 305-292-7722
On Time and On Budget: Yes.

Project Summary: This project was a renovation and expansion of the Monroe County Courthouse.

Scope of Work: The 5,500 SF facility was renovated and expanded to include two courtrooms, supporting offices, enclosing a breezeway and installing new hurricane rated wall systems. Asbestos and mold abatement were necessary.

The Henderson Building, Big Pine Key, FL



Project Address: 30085 Overseas Hwy, Big Pine Key, FL

Contracting Agency: Carico, Inc.

Project Contact: Ginger Henderson

Project Contact Phone: 305-731-5751

Dates Work Was Performed: Dec. 2018 – Dec. 2020

Contract Value: \$2,811,949.16

Engineer or Architect: William P. Horn, Architect

Architect's Address: 915 Eaton Street, Key West

Architect's Phone: 305-296-8302

On Time and On Budget: Yes.

Project Summary: The Henderson Building is a new 7,400 SF structure consisting of 2,700 SF of office space (eight offices, conference room, and break area) and 4,700 SF of Affordable Housing. The residences consist of (3) 1 bedroom and (3) 2 bedroom apartments.

Scope of Work: Site modifications, utilities, stormwater systems, irrigation, and landscaping. The building itself is constructed of concrete/CMU with wood trusses, and includes an elevator, stucco, a metal roof, metal framing and drywall, painting, aluminum railings, miscellaneous metals, storefronts, windows, doors, millwork, tile, carpeting, fire sprinkler and alarm systems, plumbing, HVAC, and electrical systems.



US Air Force 7th Floor Upgrades



Project Address: Timberlake Annex, Tampa, FL
Contracting Agency: General Services Administration
Project Contact: Sue Kaiser, GSA REDC Acquisition
Project Contact Phone: 561-820-8165
Dates Work Was Performed: Feb. 2012 – June 2013

Contract Value: \$3,395,056.31
Engineer or Architect: TTV Architects, Inc.
Architect's Address: 115 E. Forsyth St., Jacksonville, FL
Architect's Phone: 904-798-8333
On Time and On Budget: Yes.

Project Summary: The project included the interior build-out of office space and renovations to the existing 7th floor. This was a secured, occupied building.

Scope of Work: Work included demolition, patching and repair, walls, ceilings, doors and finishes, hardware, access, flooring, electrified privacy windows, RF Shielding, RF Window Film, electrified window shades, millwork, audio visual infrastructure, security/intrusion detection system and infrastructure, mechanical, electrical, plumbing, and various security and agency equipment.

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

ITB 22-002 / C.B. HARVEY REST BEACH / IS72011901

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

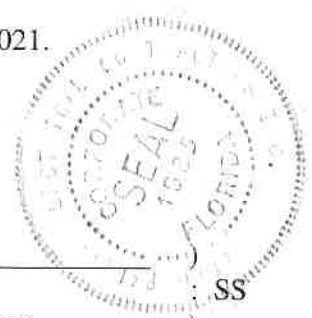
NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to 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 10th day of November, 2021.

PRINCIPAL - Pedro Falcon Electrical Contractors, Inc.

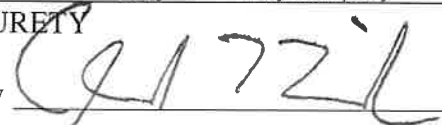
By 
Christian Brisson as President

STATE OF Florida)
COUNTY OF Monroe) SS



Travelers Casualty and Surety Company of America

SURETY

By 
Charles J. Nielson, Attorney-In-Fact





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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES J NIELSON** of **MIAMI LAKES**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **November**, 2021




Kevin E. Hughes, Assistant Secretary

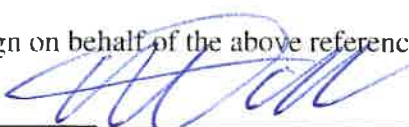
**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name:	Pedro Falcon Contractors, Inc.		
Vendor FEIN:	59-2550231		
Vendor's Authorized Representative Name and Title:	Christian Brisson, as President		
Address:	31160 Avenue C		
City:	Big Pine Key	State:	FL
		Zip:	33043
Phone Number:	(305) 872-2200 ext. 26		
Email Address:	cb@pedrofalcon.com		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.


As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By:	Christian Brisson, as President	
	<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.		
Authorized Signature:		

ANTI – KICKBACK AFFIDAVIT


STATE OF Florida)
) : SS
COUNTY OF Monroe)

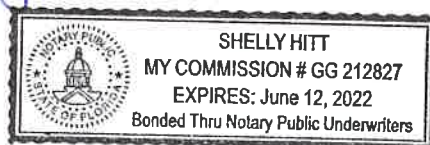
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Christian Brisson, as President

Sworn and subscribed before me this 10th day of November, 2021.

NOTARY PUBLIC, State of Florida at Large


My Commission Expires: 6/12/22



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

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

1. This sworn statement is submitted with Bid or Bid for C.B. Harvey Rest Beach Shelters

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

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

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

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

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

and my relationship to the entity named above is 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 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.)

[Handwritten Signature]

(Signature)

November 10, 2021

(Date)

STATE OF Florida

COUNTY OF Monroe

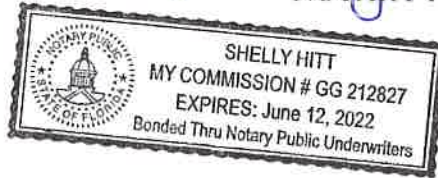
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Christina Brisson who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 10th day of November, 2021.

My commission expires: 6/12/22

[Handwritten Signature]
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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

CONTRACTOR: Pedro Falcon Contractors, Inc.

SEAL:

31160 Avenue C, Big Pine Key, FL 33043

Address



Signature

Christian Brisson

Print Name

as President

Title

DATE: November 10, 2021



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

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

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

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

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

Current Local Address: 31160 Avenue 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: 36+ Years

[Signature] Date: November 10, 2021
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 10th day of November, 2021.

By Christian Brisson, as President, of Pedro Falcon Contractors, 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
Shelly Hitt
Print, Type or Stamp Name of Notary

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

Title or Rank

Sec. 2-773. Cone of silence.

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;


- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate:
 - (A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
 - (B) At the deadline for submission of responses to the solicitation if only one vendor has responded.
 - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
 - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.
- (Ord. No. 13-11, § 1, 6-18-2013; Ord. No. 19-08, § 1, 3-20-2019; Ord. No. 19-28, § 3, 9-17-2019)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

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

By: 
Christian Brisson, as President

Sworn and subscribed before me this

10th day of November, 2021.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 6/12/22

BIDDER'S CHECKLIST

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

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

To be completed if/upon award.

PART 2

CONTRACT FORMS

CONTRACT

To be completed if/upon award.

This Contract, made and entered into this X day of X 2021,
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and X

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid to them by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 22-002 C.B. HARVEY REST BEACH SHELTERS, Key West, Florida to the extent of the Bid made by the Contractor, dated the X th day of X 2021, all in full compliance with the Contract Documents referred to herein.

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

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

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

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

Additional Information:
Certificate of Insurance





ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

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

Project: C.B. Harvey Rest Beach Shelters – ITB #22-002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
Where required by written contract or written agreement
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$_____

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2, is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

 - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

Includes copyrighted material of Insurance Services Office, Inc.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS. Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/2/2021 Policy No WC209452607 Endorsement No.
Insured **Pedro Falcon Electrical Contractors, Inc.** Premium \$

Insurance Company **Amerisure Insurance Co.** Countersigned by _____

Prime ExpressSM
Commercial Excess Liability Policy With CrisisResponse[®]

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying as a **Named Insured** under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word **Insured** means any person or organization qualifying as such under Section VII. Definitions.

Except for headings, words that appear in bold print have special meaning. See Section VII. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. INSURING AGREEMENT - COMMERCIAL EXCESS LIABILITY

A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury or Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract**. Coverage under this policy will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in **Scheduled Underlying Insurance**.

The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

B. This policy applies, only if:

1. the **Bodily Injury or Property Damage** is caused by an **Occurrence** that takes place anywhere, and the **Bodily Injury or Property Damage** occurs during the **Policy Period**; and
2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** that takes place anywhere arising out of your business, but only if the **Occurrence** was committed during the **Policy Period**.

C. 1. This policy applies to **Bodily Injury or Property Damage**, only if prior to the **Policy Period**, no **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph N. of Section VII, no executive officer or director listed under subparagraph 2d. of Paragraph N. of Section VII. and no employee authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury or Property Damage** had occurred, in whole or in part. If such an **Insured**, or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury or Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury or Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.

2. **Bodily Injury or Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period**, known to have occurred by any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph N. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph N. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury or Property Damage** after the end of the **Policy Period**.

L. Maintenance of Scheduled Underlying Insurance

You agree that during the **Policy Period**:

1. you will keep **Scheduled Underlying Insurance** in full force and effect;
2. the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change;
3. the total applicable limits of **Scheduled Underlying Insurance** will not decrease, except for any reduction or exhaustion of aggregate limits by payment of **Loss** to which this policy applies; and
4. any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

M. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

N. Premium

The first **Named Insured** designated in Item 1 of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 6 of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6 of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6 of the Declarations for each twelve months of the **Policy Period**.

O. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1 of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

P. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:

- a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
- b. we then will be reimbursed up to the amount we have paid; and
- c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is in excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

Q. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

R. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

VII. DEFINITIONS

- A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 1. notices that are published include material placed on the Internet or on similar electronic means of communication; and
 2. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- B. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **Mobile Equipment**.
- C. **Bodily Injury** means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.
- D. **Crisis Management Event** means an **Occurrence** that in the good faith opinion of a **Key Executive** of the **Named Insured**, in the absence of **Crisis Management Services**, has or may result in:
 1. damages covered by this policy that are in excess of the total applicable limits of **Scheduled Underlying Insurance**; and
 2. significant adverse regional or national media coverage.

1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
2. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
2. your fulfilling the terms of the contract or agreement.

N. Insured means:

1. the **Named Insured**;
2. if you are designated in the declarations as:
 - a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders;
 - e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;
3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
4. your volunteer workers only while performing duties related to the conduct of your business;
5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.

Notwithstanding any of the above:

- a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1 of the Declarations; and

b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**. This provision shall not apply to any organization set forth in the definition of **Named Insured** in Paragraph T. 2 and 3.

O. **Insured Contract** means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Insured Contract does not include that part of any contract or agreement:

1. that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
3. under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those shown in subparagraph 2 above and supervisory, inspection, architectural or engineering activities

P. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **Named Insured** is a partnership) of the **Named Insured** or sole proprietor (if the **Named Insured** is a sole proprietorship). A **Key Executive** also means any other person holding a title designated by you and approved by us, which title is shown in Schedule B, Additional Key Executives attached to and forming part of this policy.

Q. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance**, then

Loss shall include such expenses.

R. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in Paragraph 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

ENDORSEMENT No. 2

This endorsement, effective 12:01 AM: November 2, 2021

Forms a part of policy no: EBU 020773781

Issued to: PEDRO FALCON ELECTRICAL CONTRACTORS INC

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Prime ExpressSM

Additional Insured Endorsement -- Primary and Non-Contributory

This policy is amended as follows:

Section VI. DEFINITIONS, Paragraph N. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability arising out of **Your Work** at the location(s) designated in such contract or agreement.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Authorized Representative or
Countersignature (Where Applicable)

Policy #CA209293906
Effective Dates: 11/2/2021-11/2/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation and/or nonrenewal provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. If the person or organization named in the Schedule does not receive such notification within the time frame stated in this endorsement, this will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Mailing Address

The address shown for that person or organization in that certificate of insurance

Policy #WC209452607
Effective Dates: 11/2/2021-11/2/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 60

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

SCHEDULE

Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.

Additional Information:

Licenses & Sunbiz Data



Ron DeSantis, Governor



Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BRISSON, CHRISTIAN NORMAND

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

LICENSE NUMBER: CGC1507617

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

**2021 / 2022
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2022**

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 130-20-00002210 07/08/2021 25.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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

MONROE COUNTY BUSINESS TAX RECEIPT

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

EXPIRES SEPTEMBER 30, 2022

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 130-20-00002210 07/08/2021 25.00



[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

[Filing History](#)

Submit

Fictitious Name Detail

Fictitious Name

PEDRO FALCON CONTRACTORS, INC.

Filing Information

Registration Number G14000005390
Status ACTIVE
Filed Date 01/15/2014
Expiration Date 12/31/2024
Current Owners 1
County MONROE
Total Pages 2
Events Filed 1
FEI/EIN Number 59-2550231

Mailing Address

31160 AVENUE C
 BIG PINE KEY, FL 33043

Owner Information

PEDRO FALCON ELECTRICAL CONTRACTORS, INC.
 31160 AVENUE C
 BIG PINE KEY, FL 33043
FEI/EIN Number: 59-2550231
Document Number: H58348

Document Images

[01/15/2014 -- Fictitious Name Filing](#)

View image in PDF format

[01/10/2019 -- Fictitious Name Renewal Filing](#)

View image in PDF format

[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

[Filing History](#)

Submit

State of Florida

Department of State

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

The document number of this corporation is H58348.

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

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

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



Samuel R. ...
Secretary of State

Tracking Number: 6894465751CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
 PEDRO FALCON ELECTRICAL CONTRACTORS INC.

Filing Information

Document Number H58348
FEI/EIN Number 59-2550231
Date Filed 05/21/1985
State FL
Status ACTIVE

Principal Address

31160 AVE C
 BIG PINE KEY, FL 33043

Changed: 01/16/2004

Mailing Address

31160 AVE C
 BIG PINE KEY, FL 33043

Changed: 03/18/1997

Registered Agent Name & Address

BRISSON, CHRISTIAN N
 31160 AVENUE C
 BIG PINE KEY, FL 33043

Name Changed: 01/16/2018

Address Changed: 02/19/1999

Officer/Director Detail

Name & Address

Title PDS

BRISSON, CHRISTIAN N
 31160 AVE C
 BIG PINE KEY, FL 33043

Annual Reports

Report Year	Filed Date
-------------	------------

2019	01/10/2019
2020	01/22/2020
2021	01/20/2021

Document Images

01/20/2021 -- ANNUAL REPORT	View image in PDF format
01/22/2020 -- ANNUAL REPORT	View image in PDF format
01/10/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
01/17/2011 -- ANNUAL REPORT	View image in PDF format
07/07/2010 -- ANNUAL REPORT	View image in PDF format
02/01/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
01/30/2006 -- ANNUAL REPORT	View image in PDF format
03/28/2005 -- ANNUAL REPORT	View image in PDF format
01/16/2004 -- ANNUAL REPORT	View image in PDF format
02/27/2003 -- ANNUAL REPORT	View image in PDF format
03/06/2002 -- ANNUAL REPORT	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
02/20/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- ANNUAL REPORT	View image in PDF format
03/03/1998 -- ANNUAL REPORT	View image in PDF format
03/18/1997 -- ANNUAL REPORT	View image in PDF format
04/30/1996 -- ANNUAL REPORT	View image in PDF format
03/20/1995 -- ANNUAL REPORT	View image in PDF format