

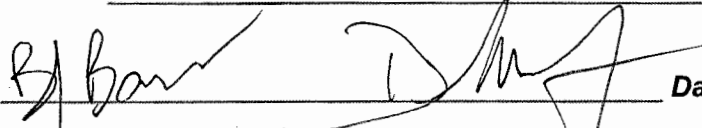
Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition
Project: ITB # 14-007

BIDDER'S INFORMATION

Company Name: Certified Lower Keys Plumbing & Burke Construction Group, Inc.
Address: 1014 White St.
Key West, FL 33040
Contact Name: David Martinez
Email: dmartinez@bcgconstruction.net
Telephone: (305) 468-6604
Fax: (305) 468-6654

Signature:  **Date:** 1/22/14

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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 twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within NINETY (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 five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount with or without any and all Alternate Bid items as determined to be in the best interests of the City. Final lump sum payments will be adjusted based on actual units and unit prices.

REVISED BID FORM per ADDENDUM #1

ITB #14-007

Base Bid Lump Sum Price* \$ 523,691 **B1**

Base Bid Total in Words:

Five Hundred Twenty-Three Thousand Six Hundred Ninety-One

U.S. Dollars

Base Bid = Basis of Award. In the event of a discrepancy, the Base Bid amount in words shall take precedence.

Add Alternate #1: Provide and install 6' high

opaque windscreen on fencing all around site \$ 26,963 **A1**

Unforeseen Conditions Allowance \$ 50,000.00 **C1**

Award Total \$ 600,654 **T**

To be completed by Owner upon award. Base bid + Unforeseen Conditions Allowance

Certified Lower Key Plumbing



SCHEDULE OF VALUES

General Conditions			\$ 176,868
Mobilization	1	LS	\$ 27,606
Supervisory Staff	3	MTH	\$ 48,057
Dumpsters - Trash Pulls	3	MTH	\$ 8,834
LEED Consultant	1	LS	\$ 8,282
Permit Fees	1	LS	\$ 3,865
Lead Paint Risk Assessors	1	LS	\$ -
Qualified Mold Assessor	1	LS	\$ 5,521
Asbestos Abatement	1	LS	\$ 74,702
Site work			\$ 46,332
Concrete Slabs	24,423	SF	\$ 32,798
Asphalt Paving	3,179	SY	\$ 2,134
Fence	113	LF	\$ 353
Grease Traps	1	EA	\$ 358
Propane Tank	2	EA	\$ 1,343
Flag Pole	1	EA	\$ 157
Playground Equipment	1	LS	\$ 671
Shed	1,423	SF	\$ 4,458
Truck Wash-down - Gravel Construction Entrance	28	CY	\$ 781
Silt Fence	2,035	LF	\$ 3,279
Landscape Demolition			\$ 34,177
Remove Trees	49	EA	\$ 33,679.61
Tree Protection Barrier	3	EA	\$ 496.91
Building "C" Complete Demolition			\$ 90,821
Building C	19,342	SF	\$ 90,821
Building A, B & Auditorium Selective Demolition			\$ 175,493
Demo Doors	79	EA	\$ 990
Aluminum Railing	92	LF	\$ 126
Demo Partition	14,375	SF	\$ 38,612
Bathroom Partitions	21	SF	\$ 727
Stairs	348	SF	\$ 839
Flooring & Plywood Decking	116	SF	\$ 633
Lath & Plaster Clg	31,001	SF	\$ 38,859
Lay in Clg	31,001	SF	\$ 3,886
Covered Walkway	2,914	SF	\$ 3,652
Plumbing Fixtures	57	EA	\$ 1,497
Cabinetry	41	LF	\$ 437
Windows	6	EA	\$ 269
Window Treatment	187	EA	\$ 1,674
Shutters	187	EA	\$ 3,014
Interior Finishes (Lath & Plaster)	55,669	SF	\$ 49,842

Certified Lower Key Plumbing



SCHEDULE OF VALUES

Remove T&G Flooring	132	SF	\$	1,377
Chairs	444	EA	\$	7,950
Transport chair to City Location & Cover w/ Visqueen	1	LS	\$	895
Walk-In Freezer	1	LS	\$	537
Font Porch Ceiling Removal	282	SF	\$	353
Electrical Temp. Power and Disconnect	1	LS	\$	11,042
HVAC Demo	1	LS	\$	8,282

BID SUBTOTAL AMOUNT..... \$ **523,691**

Unforeseen Conditions Allowance Item \$ **50,000**

Alternate 1 - Privacy Fence per Addendum 1 2,035 LF \$ 26,963

LUMP SUM BID AMOUNT \$ **600,654**



PROJECT COST SUMMARY

Project:

Key West City Hall - Phase I

Location:

1302 White Street, Key West, FL

January 21, 2014

Item	Description of Work	Extended Costs	Comments
Division 1 - General Conditions			
1	General Conditions	\$ 43,520	Supervision, Management, Temp facilities and protection of existing conditions
2	Offsite Debris Removal	\$ 8,000	Dumpsters and Offsite Trash Pick-up
3	Consultants	\$ 7,500	LEED Consultant
4	Asbestos Consultant	EE&G per Add #1	
5	Haz-mat Consultant	EE&G per Add #1	
6	Lead Paint Risk Assessors	\$ -	Excluded
7	Qualified Mold Assessor	\$ 5,000	Mold Remediation
8	Asbestos Consultant	\$ 67,650	Asbestos Abatement
9	Utilities		By Owner
Division 2 - Site Work			
10	Sitework	\$ 41,958	Demo Concrete Slabs, Asphalt Paving, Fenc, Grease Traps, Propane Tank, Flag Pole, Playground Equipment and Sheds. Install Truck Washdown Gravel and Install Silt Fence.
11	Landcape	\$ 30,950	Remove Existing Trees/Vegetation, Install Tree Protection Barrier and Transplant Plants
12	Building C	\$ 82,247	Complete Demolition of Building C while Protect adjacent Building B
13	Building A, B and Auditorium	\$ 141,425	Demo Doors, Aluminum Railings, Interior Non Bearing Walls, Bathroom Partitions & Tile, Stairs, Flooring and Sheathing in Designated Areas, Lath & Plaster Ceiling, Layin Ceiling, Covered Walkway Ceiling, Plumbing Fixtures, Cabinetry, 6 Windows, All Window Treatment, Exterior Shutters, Interior Wall Finishes (Lath & Plaster Walls) Leaving Skeleton Partition, Remove T&G Flooring at Auditorium, Chairs - 100 to be stored for Owners Request.
14	Electrical Demolition	\$ 10,000	All Electrical Disconnect as Required to be performed Safely.
15	HVAC Demolition	\$ 7,500	All Mechancial HVAC Units, Condensers Units and Condensate Lines Shown.
16			
17			
Division 3 - Concrete			
Division 4 - Masonry			
Division 5 - Metals			
Division 6 - Wood			
Division 7 - Thermal & Dampproofing			
Division 8 - Frames, Doors & Glazing			
Division 9 - Finishes			
Division 10 - Specialties			
Division 11 - Equipment			
Division 12 - Furnishings			
Division 13 - Special Construction			
Division 14 - Conveying Systems			
Division 15 - Mechanical			
Division 16 - Electrical			
Construction Sub-Total		\$ 445,751	
18	Permit Allowance	\$3,500	
19	General Liability Insurance	\$ 3,120	
20	Builder's risk Insurance	By Owner	By Owner
21	Bond Premium	\$ 4,458	
22	Contractor's Overhead	\$ 22,288	
23	Contractor's Fee	\$ 44,575	
TOTAL BID COST		\$ 523,691	

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not deemed sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

SUBCONTRACTORS

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

Portion of Work: Site Demo

Name: B & L Beneway

Address: Key West, FL

Portion of Work: Asbestos & other Abatement

Name: ADS Services

Address: 5451 N 59th St., Tampa, FL 33610

Portion of Work: Demolition

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: Certified Lower Keys Plumbing & Burke Construction Group, Inc.

Doing business at 1014 White St.

City Key West State FL Zip 33040

Telephone No. (305) 468-6604

Email Address dmartinez@bcgconstruction.net

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
Barry Barroso	President, Certified Lower Keys Plumbing
David Martinez	VP, Burke Construction Group, Inc.
Anthony Burke	President, Burke Construction Group, Inc.

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 22 day of January, 2014.

(SEAL)

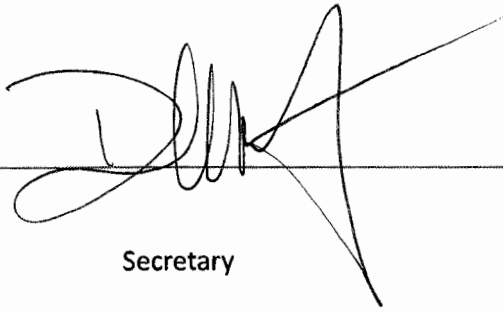
Name of Corporation

Certified Lower Keys Plumbing, Inc. & Burke Construction Group, Inc.

By: By Barry

Title: [Signature]

Attest:



Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____,
20__.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT \$ 5% of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that

Burke Construction Group, Inc., hereinafter called the PRINCIPAL, and Arch Insurance Company, a corporation duly organized under the laws of the State of MO having its principal place of business at 300 Plaza Three Jersey City in the State of NJ and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of Five Percent of Amount Bid DOLLARS (\$5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

Demolition New City Hall - 0-2014/SS/ITB 14-007 said Bid, by reference thereto, being hereby made a part hereof.

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

Demolition New City Hall - 0-2014/SS/ITB 14-007

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 Owner for the performance of said Contract, within five (5) working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 20th day of, January, 2014.

Burke Construction Group, Inc.

PRINCIPAL

By

Arch Insurance Company

SURETY

Attorney-In-Fact Charles J. Nielson

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

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
Brett Rosenhaus of Lake Worth, FL
Arthur Lawrence Colley of Charlotte, NC
Edward T. Ward, F. Danny Gann and Audria R. Ward of Carrollton, GA (EACH)
Kevin Wojtowicz, John R. Neu and Laura D. Mosholder of St. Petersburg, FL (EACH)

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

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

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

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

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

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

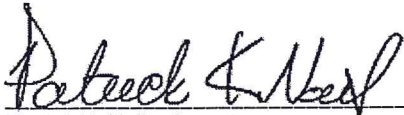
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

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

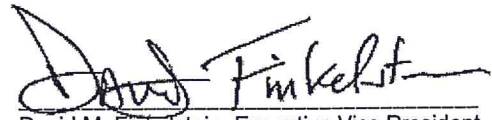
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of July, 2013.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

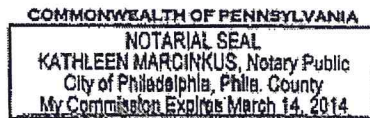


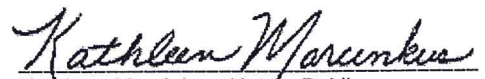

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

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

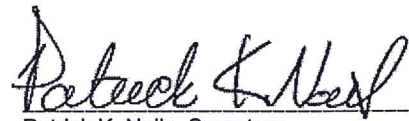



Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 19, 2013 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20 day of January, 20 14.


Patrick K. Nails, Secretary

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

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

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



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 OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No.

ITB 14-007 for

Key West City Hall at Glynn Archer - Phase 1, Selective Demolition

2. This sworn statement is submitted by

Certified Lower Keys Plumbing & Burke Construction Group, Inc.

(Name of entity submitting sworn statement)

whose business address is

1014 White St., Key West, FL 33040

65-0499238 & and (if applicable) its

Federal Employer Identification Number (FEIN) is 26-1205588 (If the

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

3. My name is Barry Barroso & David Martinez and my relationship to

(Please print name of individual signing)

the entity named above is President and VP, respectively.

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 entity 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
 1. A predecessor or successor of a person convicted of a public entity crime: or

 2. An entity under the control of any natural person who is active in the management of t 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 a 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.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of

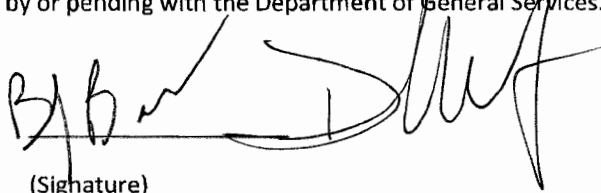
the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



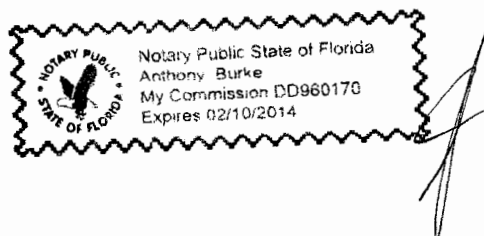
(Signature)

1/22/14

(Date)

STATE OF FL

COUNTY OF Monroe



PERSONALLY APPEARED BEFORE ME, the undersigned authority,

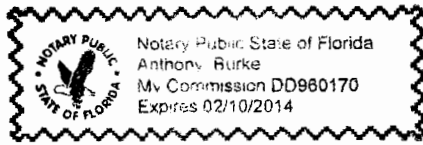
Barry Barroso &
David Martinez

_____ who, after first being sworn by me, affixed his/her signature
in the

(Name of individual signing)

space provided above on this 22 day of January, 2014.

My commission expires:



NOTARY PUBLIC

A handwritten signature in black ink, consisting of several loops and a long vertical stroke, positioned over a horizontal line.

ANTI-KICKBACK AFFIDAVIT


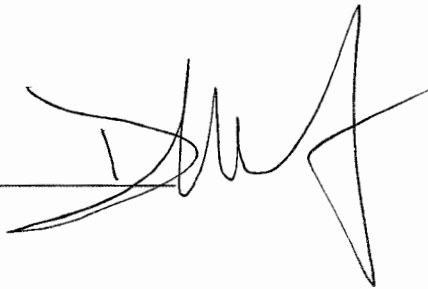
STATE OF FL)

: SS

COUNTY OF Monroe)

WE

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:  

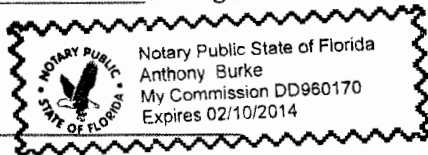
Sworn and subscribed before me this

22 day of January, 2014.



NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



Insurance

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$3,000,000	Occurrence/Aggregate

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

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

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

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

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice

endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

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

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

Certified Lower Keys Plumbing, Inc. &
Burke Construction Group, Inc.,

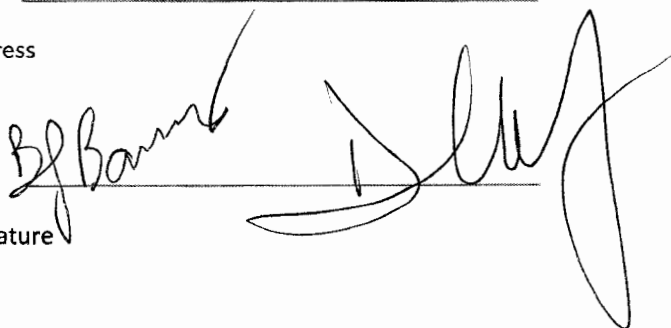
CONTRACTOR: _____

SEAL:

1014 White St.
Key West, FL 33040

Address

Signature



Barry Barroso
David Martinez

Print Name

President
Vice-President

Title

DATE:

1/22/14

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. []
2. All blank spaces in Bid Form filled in, using black ink. []
3. Total and unit prices added correctly. []
4. Addenda acknowledged. []
5. Mandatory Site Visit Attended. []
6. Subcontractors are named as indicated in the Proposal. []
7. Experience record included. []
8. Bid signed by authorized officer. []
9. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. []
10. Key West Indemnification Form signed by authorized officer. []
11. Bidder familiar with federal, state, and local laws, ordinances, rules and

MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

CERTIFICATION

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

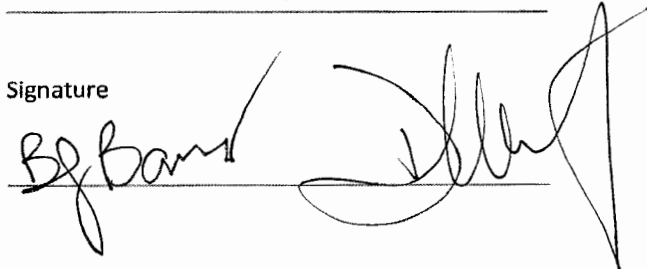
By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Box trench</u>	<u>LF</u>	<u>5,000</u>	<u>10</u>	<u>50,000</u>
B. _____	_____	_____	_____	_____

Certified Lower Keys Plumbing & Burke Construction Group, Inc.

Signature



Date

STATE OF FL

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

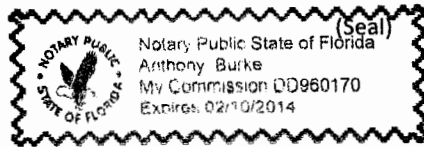
Barry Barroso &
David Martinez

_____, who, after first being sworn by me affixed his /her signature in the
space,

provided above on the 22 day of January, 20 14.

[Handwritten Signature]

Notary Public



MY COMMISSION EXPIRES: 2/10/14

- regulations affecting performance of the work. []
12. 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. []
13. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, two (2) copies and two (2) USB drives containing a single complete PDF file. []
14. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. []
15. Schedule of Values. []
16. Bidder must provide satisfactory documentation of State Licenses []
17. Anti-Kickback Affidavit. []
18. Cone of Silence Affidavit. []
19. Public Entity Crimes. []
20. Local Vendor Certification. []
21. Florida Trench Safety Form signed by authorized officer. []
22. Non-Collusion Declaration and Compliance. []
23. Declaration of Compliance 2-799 Equal Benefits for Domestic Partners []

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

ITEM/SEGMENT NO.: _____

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

BID LETTING OF: _____ , _____

I, Barry Barroso & David Martinez _____,

hereby

(NAME)

declare that I am Pres. and VP _____ of Certified Lower Keys Plumbing & Burke Construction Group, Inc.

(TITLE)

(FIRM)

Of Key West _____ FL _____

—

(CITY AND STATE)

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently , without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or a greement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been pr omised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

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

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

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

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

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

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

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

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

EXCEPTIONS:

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

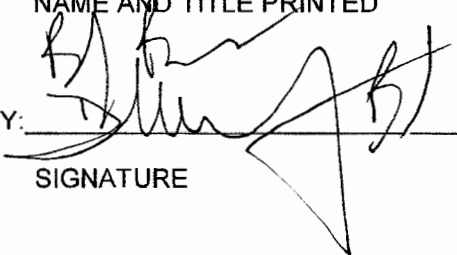
Providing false information may result in criminal prosecution and/or administrative sanctions.)

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

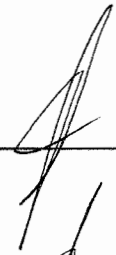
CONTRACTOR: (Seal)


BY: Barry Barroso Pres.
David Martinez VP

NAME AND TITLE PRINTED

BY: 

SIGNATURE

WITNESS: 

WITNESS: 

Executed on this 22 day of January, 2014

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name Phone: (305) 296-5959
Certified Lower Keys Plumbing & Burke Construction Group, Inc.

Current Local Address: Fax:
1014 White St., Key West, FL (305) 468-6654

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF FL

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 22 day of Jan, 2014.

By Barry Barroso, Pres & David Martinez, VP, of Certified Lower Keys Plumbing & Burke Construction Group, Inc.

(Name of officer or agent, title of officer or agent)

Name of corporation acknowledging)

or has produced _____ as identification

(type of identification)

Signature of Notary

Return Completed form with

Print, Type or Stamp Name of Notary

Supporting documents to:

City of Key West Purchasing

Title or Rank

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

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

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor,

professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

- (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
- (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's

employee benefits plan, to the city's procurement director prior to entering into such covered contract.

- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF Monroe)

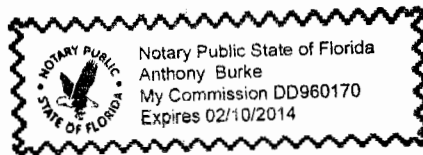
I, the undersigned hereby duly sworn, depose and say that the firm of Certified Lower Keys Plumbing & Burke Construction Group, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: Bj Bann Duff

Sworn and subscribed before me this

22 day of Jan, 2014.

[Signature]
NOTARY PUBLIC, State of FL at Large



My Commission Expires: _____

ORDINANCE NO. 13-11

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES ENTITLED "ADMINISTRATION" BY ADDING SECTIONS 2-773, "CONE OF SILENCE" TO PROVIDE FOR LIMITATIONS AND PROCEDURES REGARDING COMMUNICATIONS CONCERNING CITY ISSUED COMPETITIVE SOLICITATIONS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West finds that that transparency, fairness and integrity in the competitive solicitation process is best served by limiting potential bidders, proposers or service providers from communicating with City officials, employees or selection committee members; and

WHEREAS, an amendment to add 'cone of silence' provisions to the Code of Ordinances will promote the welfare of the citizens and visitors of the City of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That Section 2-773 of the Code of Ordinances is hereby added as follows*:

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,

*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) Vendor means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.

A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

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

(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications

Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

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

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

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

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the

Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

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

Section 2: If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 3: All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 4: This Ordinance shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this day of June 4, 2013.

Read and passed on final reading at a regular meeting held this day of June 18, 2013.

Authenticated by the presiding officer and Clerk of the Commission on 19 day of June, 2013.

Filed with the Clerk June 19, 2013.

ATTEST

Cheryl Smith
CHERYL SMITH, CITY CLERK

Craig Cates
CRAIG CATES, MAYOR

CONE OF SILENCE AFFIDAVIT

STATE OF FL)
 : SS
COUNTY OF Monroe)

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

[Handwritten signature]

[Handwritten signature]

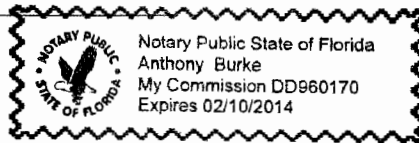
Sworn and subscribed before me this

22 day of Jan, 20 14.

NOTARY PUBLIC, State of FL at Large

My Commission Expires:

[Handwritten signature]



Sec. 2-773. Cone of Silence

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

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

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

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

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

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

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

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

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

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

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each

Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

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SAMPLE CONTRACT

This Contract, made and entered into this _____ day of _____ 20__, by and between the **CITY**, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the **PROJECT: Key West City Hall at Glynn Archer, Phase 1 – Selective Demolition**, to the extent of the BID made by the Contractor, dated this _____ day of _____ 20__, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of _____ are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount 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 the time specified in the Contract, and to

accept as full payment hereunder the amounts 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 hold harmless the Owner from any costs encountered in remedying such defects.

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within three hundred sixty five (365) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of twenty-five hundred dollars (\$2,500) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 20__.

Attest:

By:

Cheryl Smith, City Clerk

Bogdan Vitas, Jr., City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2013

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

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

PRODUCER Collinworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : Amerisure Insurance Co NAIC # 19488	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Burke Construction Group Inc 10145 N.W. 19 Street Doral, FL 33172	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL20533660403	4/16/2013	4/16/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CA20533640403	4/16/2013	4/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU20820670003	4/16/2013	4/16/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC205336505	4/16/2013	4/16/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented			IM2075933010013	4/16/2013	4/16/2014	5000. Ded Applies 300,000

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

CERTIFICATE HOLDER City of Key West P O Box 1409 Key West, FL 33041-1409	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Burke Construction Group, Inc.						
Completed Projects with Demolition and Renovation						
Description	Value	Owner	Job Address	Contact	Phone	Scope of Work
1 Bonaventure Resort & Hotel	\$21M	The Ireland Companies	Weston, FL	Tom Ireland	(305) 891-6806	Complete renovation of 9 four story buildings including demolition and conversion to condominiums. Project included adding the largest Golden Door Spa in the U.S.
2 The Palace at Weston Hurricane Repairs	\$6.9M	The Palace Management Group	Weston, FL	Jacob Shaham	(305) 270-7000	Demo and repair of 5 Buildings with multiple floor damages caused by hurricane Wilma
3 Miami Beach Library	\$8.5M	City of Miami Beach	Miami Beach, FL	Jorge Chartrand	(305) 673-7000	Municipal library for the City of Miami Beach, consisting of outdoor courtyard, state of the art library, high end auditorium . Consists of 7 different exterior skin materials, heavy waterproofing above and below ground.
4 Westminster Christian School Cafetorium	\$3.9M	Westminster Christian School	6855 SW 152nd St. Miami, FL	Jeff Springer	(305) 720-6650	Two buildings on a 25 acre campus totaling 24,000 square feet. This project is consists of tilt-up concrete construction, steel and light gauge metal trusses engineered to withstand high wind speeds. The facility includes administration offices, a cafeteria/auditorium, classrooms and a gymnasium. This school provides state-of-the-art facilities and cutting-edge communication for 1200 students.
5 Doral Animal Centre	\$2.3M	Doral Centre Animal Clinic	9400 NW 58th Street Doral, FL	Anjanette Cabeza	(305) 598-1234	Complete interior demo and buildout for Veterinary Clinic including offices, kennels, surgery center
6 Camellia Park	\$697K	Village of Royal Palm Beach	6845 Camelia Park Dr, Royal Palm Beach, FL	Chris Marsh	(561) 790-5161	Demo existing park and replace baseball and soccer fields, field lighting, playground equipment, sidewalks and walkways
7 Hot Tuna of Miami Beach	\$1.9M	Hot Tuna of Miami Beach, Inc.	748 Washington Ave. Miami Beach, FL	Regina Agro	(954) 829-5448	Demolition and Buildout of 3,400 sf high end restaurant with extensive lighting and sound installation, including installation of all kitchen equipment, bar and bar equipment, restrooms, dining room , reservation and POS Systems
8 Boynton Beach Boat Club	\$225K	City of Boynton Beach	2010 North Federal Hwy. Boynton Beach, FL	Jody Rivers	(561) 742-6252	Demo existing park, replace landscaping, streetscaping, bathrooms, walkways & ramps
9 Oswald Park	\$1.1M	City of Ft. Lauderdale	2220 NW 21st Avenue Fort Lauderdale, FL	Frank Snedaker	(954) 828-6025	Demo existing park, provide new sod, landscaping, ball fields, field lighting and playground equipment
10 Metro Life Church	\$4.7M	Metro Life Church	10045 NW 19th St. Doral, FL	Pastor Armando Gomez	(305) 592-5100	Demo building and build 56,000 s.f. tilt-wall building with interior remodel, including 1,000 seat sanctuary, children's worship center, media center, television studio, kitchens, bookstore, coffee bar and multiple offices and conference rooms. Including 14 Classrooms.
11 Bonita Grande Estates	\$1.4M	Hoyer Investments	Homestead, Florida	Stefan Hoyer	(786) 271-9039	Sitework for residential development including all infrastructure and utilities, sidewalks and amenities
12 Fortis College	\$1.7M	Badcock Furniture and More	19600 South Dixie Hwy. Cutler Bay, FL	TG Brown	(561) 694-8588	Demo and construction of college facility including classrooms, storage, bathrooms, mechanical room, offices and conference rooms
13 Aircraft Electrical Motors	\$1.3M	CapEast Associates	5800 NW 163rd St. Miami Lakes, FL	Ed Easton, Jr.	(305) 593-2222	Demolition and new 24,698 sf Interior buildout with state of the art electrical and manufacturing
14 Doral 9690 Retail Center	\$1.6M	Doral Properties, LLC	9690 NW 41st St. Doral, FL	Danny Kaskel	(786) 553-6929	Demo existing two story office Building and construct new 13,577 sf retail center with bank drive through facilities



BURKE CONSTRUCTION GROUP

The Burke Construction Group was founded by Tony Burke and David Martinez in July 2007. The principals of the firm are the former founders and owners of The Tower Group, Inc. The firm was founded by Tony Burke in 1995 and grew to become one of Florida's largest construction firms with over 260 employees and 185 million in revenue per year. Tower was acquired by a large international construction firm in July 2006.

The firm specialized in a wide array of commercial, educational and residential construction. Under the direction of Tony Burke and his CFO David Martinez, the firm managed and built over \$1.5 billion of high quality and high profile jobs like Parrot Jungle Island (now Jungle Island), City Palms, 5th & Lennox on South Beach, Clearwater Centre, Midtown Miami, the Destin Commons Mall in Destin, FL, Nevatim AFB (Israel) and many others. The company also flourished in Jacksonville by building eighteen schools in several different counties.

Although Burke Construction Group is only a six year old company, it is headed-up by over 28 years of experience in retail, commercial, educational, municipal, industrial, and special projects construction.

The following pages depict projects managed & constructed by the firm's principal for both firms under the ownership of Tony Burke and David Martinez:

Residential



THE PALMS AT CITY PLACE

Owner/Developer: H & H Development --- **Architect:** Cohen, Freedman, Encinosa & Associates

Value: \$77,000,000 --- **Duration:** 22 months – Under Construction --- **Location:** West Palm Beach, FL

Description: 288 luxury residential units, pool and amenities on 5th level mezzanine and ground level retail space. City Palms is a 10-Story, 288 Unit Condominium Project located at 480 Hibiscus Street in West Palm Beach, Florida. Amenities include two floors of retail space, five levels of above ground parking and a sixth floor pool deck and health club.

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Residential



THE PALACE AT WESTON

Developer: The Palace Management Group --- **Architect:** Nichols, Brosch, Sandoval & Associates Interior

Designer: Howard Design Group --- **Project Value:** \$80,000,000

Description: The Palace at Weston is situated on the last 25 acres of residentially zoned land in Weston. The Palace consists of 350 two and three bedroom condominium units, each with a covered terrace, in four 4-story buildings and 32 villas surrounding a central lake. The Palace includes a man-made lake with surrounding jogging paths as well as a pool, two spas, fitness center, aerobics room, day spa/beauty salon, billiard room, card rooms, library, wellness center, bar/lounge, dining event rooms, and a coffee/ shop.

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Residential



BONAVENTURE RESORT & SPA

Developer: The Ireland Companies --- **Architect:** Synalovski Gutierrez Romanic

Project Value: \$21,000,000

Completion Date: January 16, 2006

Description: Complete renovation of nine four-story condominium buildings and one 45,000 square foot spa on 23 acres. The spa is the largest Golden Door Spa in the United States. Bonaventure Resort & Spa is located in Weston, FL.

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Holiday Inn—South Dixie Highway, Miami, Florida

Developer: GoldKrown Development

Duration: 19 Months

Value: \$ 6.8 Million

Description: Renovation of 92,587 sf facility with 155 guest rooms, including gym and outdoor areas

BCG

BURKE CONSTRUCTION GROUP

Retail



DESTIN COMMONS

Owner/Developer: Turnberry Associates - Aventura, Florida

Architect: Dougherty Schroeder & Associates - Atlanta, GA

Value: \$25 Million --- **Duration:** 12 Months

Location: Destin, Florida

Description: This outdoor mall features 72 retail stores totaling 360,000 square feet on a 56 acre site. It complements the Gold Coast of Florida's pan-handle by providing retail and entertainment opportunities for families in and around Destin, Florida.

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BCG

BURKE CONSTRUCTION GROUP



MIDTOWN MIAMI

Owner/Developer: Developers Diversified Reality. Beachwood, Ohio

Architect: Forum Architects. Cleveland, Ohio

Value: \$56,000,000 --- **Duration:** 16 Months

Location: Miami, FL

Description: Just North of Downtown Miami is Midtown Miami a 1.4 million sq. ft. mixed use facility consisting of 320,000 square feet retail space, live-work units, and over 1800 parking spaces. Midtown is a four story post tensioned garage. The Major Tenants include Target, Linens-N-Things, Marshall's, Ross Dress for Less, and Circuit City.

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Special Projects



METRO LIFE CHURCH

Owner: Pastor Steve Alessi, Miami , FL

Architect: Rodriguez, Pereira & Associates - Miami, FL

Developer: Easton & Associates

Location: Doral , FL

Value: \$4.7 Million

Duration: 9 Months

Description: 56,000 s.f.tilt wall building with interior remodel, including 1,000 seat sanctuary, children's worship center, media center, television studio, kitchens, bookstore, coffee bar and multiple offices and conference rooms.

Special Projects



JUNGLE ISLAND

Owner: Mr. Bern Levine, DVM - Miami , FL --- **Architect:** Koroglu & Associates - Coconut Grove, FL

Developer: GoldKrown Development - Coral Gables , FL

Location: Watson Island , FL --- **Value:** \$33.7 Million

Duration: 20 Months

Description: Situated on the MacArthur Causeway across from the beautiful Port of Miami and the American Airlines Arena is Jungle Island; a 7 acre theme park filled with wildlife and exhibits for the whole family. Construction included a 3 story administration / reception building, lagoon and alligator ponds.

Educational



WESTMINSTER CHRISTIAN SCHOOL

Owner: Westminster Christian School --- **Architect:** Corrales Group

Developer: Westminster Christian School

Project Duration: 14 Months, Completed August 2009

Total Budget: \$3,549,000

Location: Miami, FL

Description: Two buildings on a 25 acre campus totaling 90,000 square feet. This project consists of tilt-up concrete construction, steel and light gauge metal trusses engineered to withstand high wind speeds. The facility includes administration offices, a cafeteria/auditorium, classrooms and a gymnasium. This school provides state-of-the-art facilities and cutting-edge communication for 1200 students.

BCG

BURKE CONSTRUCTION GROUP

Educational



YULEE HIGH SCHOOL

Owner: Nassau County School Board --- **Architect:** VRL Architects

Developer: Fanning/Howey Associates, Inc.

Project Duration: 14 Months, Completed July 2006

Total Budget: \$23,674,000

Location: Jacksonville, FL

Description: Nine buildings on a 58 acre campus totaling 168,447 square feet. This project consists of concrete masonry unit construction, steel and light gauge metal trusses engineered to withstand high wind speeds. The facility includes administration offices, a cafeteria/auditorium, classrooms, science laboratories, a gymnasium and an auto/wood shop. This school provides state-of-the-art facilities and cutting-edge communication for 1200 students.

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Educational



9TH GRADE CENTER AT BARTRAM TRIAL HIGH SCHOOL

Owner: St. Johns County School Board

Contractor: The Tower Group, Inc.

Architect: Howard Davis & Associates Project

Duration: 12 Months

Total Budget: \$11,000,000

Project Description: This two story masonry structure is comprised of approximately 78,000 square feet of classroom and science laboratory space. The space also includes teacher and administrative offices, a multipurpose room with stage, a dining area and kitchen facilities. Covered walkways connect the building to the pre-existing facilities.

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Educational



HALLANDALE ELEMENTARY

Owner/Developer: School Board of Broward County

Architect: Harper Aiken Partners, Inc.

Value: \$19 Million

Location: Hallandale Beach, FL

Description: A new 112,000 square foot state-of-the-art Elementary School facility, which will house 1,092 students distributed throughout the school campus that comprises of one and two-story buildings.

Educational



PACETTI BAY MIDDLE SCHOOL - WARDS CREEK

Owner: St. Johns County School Board

Architect: Tercilla Courtemanche Architects

Project Duration: 12 Months, Completed July 2007

Total Budget: \$33,250,000

Project Description: This 161,003 square foot, tilt-panel middle school is located on 40 acres and includes two baseball fields, two softball fields, two basketball courts, a football/soccer field, a gymnasium and an auditorium.

10145 N.W. 19TH ST. • DORAL • FLORIDA 33172 • PH 305-468-6604 • FAX 305-468-6654

Educational



MATANZAS HIGH SCHOOL

Owner: Flagler County School Board

Architect: Paul Stresing Associates, Inc.

Project Duration: Completed in May 2006

Total Budget: \$24,000,000

Project Description: This 200,000 square foot high school sits on over 90 acres. Within the structure are nine interconnecting units: five two story units and four single story units with various roof elevations. The campus includes a football stadium, baseball and softball fields, two outdoor restroom facilities along with two concession stands. The interior of the structure is quite unique with a pirate themed kitchen and cafeteria complete with pirate ship and sandy beach murals covering the walls. For academic enhancement, the school also includes ten state of the art science labs with college level fume hoods, hydraulic leveling lab tables and teacher/student work stations.

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Municipal



MIAMI BEACH REGIONAL LIBRARY

Owner/Developer: City of Miami Beach

Architect: Robert A. M. Sterns Architects

Value: \$8.5 Million

Duration: 12 months

Location: Miami Beach, FL

Description: Municipal library for the City of Miami Beach consisting of an outdoor courtyard, state of the art library and high-end auditorium. Following the "South Beach" tradition this building features "Art Deco" architecture.

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Municipal



CENTRAL REGIONAL OPERATIONS CENTER

Owner: Palm Beach County Water Utilities Department

Architect/Engineer: Hazen Sawyer, Professional Corporation

Value: \$16.5 Million

Duration: 18 months

Location: West Palm Beach , Florida

Description: Nine buildings on a 60 acre site with a total square footage of 100,000 square foot. multiple-story structures include a 42,000 square foot administration building and 14,000 square foot structure housing: operations and maintenance building, warehouse facility, shop buildings, storage facilities, hazardous materials area and vehicle fueling station

Retail



ADDITIONAL PHOTOS



CARMAX

Owner: Industrial Developments International

Architect: Piper O'Brien Herr Architects

Project Duration: 7 Months

Project Value: \$8,132,000

Location: Jacksonville, FL

Description: This full service dealership includes a 16,500sf showroom, a 22,500sf state of the art service area and 12,500sf of executive offices, sales cubicles and children's play area. A 5 acre asphalt parking lot surrounds the facility.

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Retail



SHOPPES AT HERON LAKES

Owner/Developer: David Ortiz, Global Group Investments

Architect: Synalovski Guitierrez

Value: \$9.7 Million

Duration: 12 months

Location: Coral Springs , FL

Description: 130,000 sq. ft. retail plaza including three main anchor tenants, plus an additional four out-parcels.

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BCG

BURKE CONSTRUCTION GROUP

Industrial



ADDITIONAL PHOTOS



DOLE FRESH FLOWERS

Owner: Dole Fresh Flowers - Miami , FL

Architect: Dennis Group - Springfield , MA

Value: \$19.5 Million

Duration: 8 Months

Location: Miami , FL

Description: 300,000 sq. ft. two-story warehouse using tilt-wall construction.

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BCG

BURKE CONSTRUCTION GROUP

Industrial



EAGLE GLOBAL LOGISTICS

Owner/Developer: Moody Rabin Investments

Architect: Rodriguez Pereira Architects, Inc

Value: \$ 9,400,000

Duration: 7 Months

Location: Miami, FL Description: Warehouse with 58 dock doors to move freight in and out. Concrete apron consisted of 7 acres of 5,000 PSI un-reinforced sawcut at 13' - 0 X 13' - 0 to withstand constant truck traffic.

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Burke Construction Group, Inc.

References

FINANCIAL:

Northern Trust Bank
8600 NW 17th Street
Miami, Florida 33126-1034
PH: 305-591-1800
Contact: Scott Hertzog

INSURANCE:

Collinsworth, Alter, Fowler
Dowling & French
P.O. Box 9315
Miami Lakes, Florida 33014-9315
PH: 305-794-5546
Contact: Dick French

BOND AGENT:

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

LEGAL:

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

TRADE:

Agro Construction
(954) 829-4562
Contact: Louis Agro

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

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

A & M Mechanical
(305) 267-3144
Contact: Miguel Rodriguez

Dixie Landscaping
(305) 884-5700
Contact: Jeff Reamer

Downrite Engineering
(305) 232-2340
Contact: Sam Lobue

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

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

Client References

Metro Life Church
Doral, FL
(305) 592-5100
Contact: Pastor Steve Alessi

Easton & Associates
Doral, FL
(305) 593-2222
Contact: Ed Easton, Jr.

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

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

GoldKrown Development
Coral Gables, FL
(305) 416-4545
Contact: Ronnie Krongold

Jungle Island
Miami, FL
(305) 400-7000
Contact: DR. Bern Levine

Northern Trust Bank
595 Biltmore Way
Coral Gables, Florida 33134
305-529-7700



Northern Trust

April 30, 2013

RE: Mr. Anthony Burke
Mr. David Martinez

To Whom It May Concern:

Mr. Anthony Burke, Mr. David Martinez and their companies have maintained an excellent depository, credit, and investment banking relationship with Northern Trust since 2001. During that time, we have extended them loans in excess of \$30,000,000. All loans and accounts have been handled in an excellent fashion.

On a personal level, Messrs. Burke and Martinez have been known to me since 1995. During that time, they built one of the largest and most successful general construction companies in the State of Florida. Both in terms of their business acumen and moral character, they have earned my upmost respect.

This reference letter is being provided at the request of Messrs. Burke and Martinez and is being offered to the recipient in strict confidence.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Hertzog'. The signature is fluid and cursive, with the first name 'Scott' and last name 'Hertzog' clearly distinguishable.

Scott Hertzog
Vice President



NIELSON, HOOVER & COMPANY, INC.

August 22, 2013

Mr. Stefano Luciana A. Mozzi
Bauducco Foods, Inc.
1530 N.W. 98th Court
Miami, Florida 33172

RE: *Burke Construction Group, Inc.*

Dear Mr. Mozzi:

This is to advise you that our office provides suretyship for Burke Construction Group, Inc and its owners for approximately 15 years. During this time, we have bonded over \$500,000,000 worth of projects for our valued client. Their Surety is Arch Insurance Company, which carries an A. M. Best Rating of A+ (Superior), Financial Size Category of XV, and is listed in the department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of request, we should be in a position to provide Performance and Payment Bonds for Burke Construction Group, Inc. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue the bonds.

Burke Construction Group, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in them and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a commitment, bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Please understand that our willingness to provide surety on this or any project is predicated upon specific criteria at the time of the bond request including, but not necessarily limited to, a review of all contract documents, bond forms, financing and all other pertinent underwriting factors.

Sincerely,

Charles J. Nielson
President

8000 Governors Square Boulevard
Suite 101
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650

www.nielsonbonds.com

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC
6730 ROYAL PALM DRIVE
MIAMI FL 33157

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.



STATE OF FLORIDA AC# 6179094
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGCA38309 06/30/12 118205628

CERTIFIED GENERAL CONTRACTOR
BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2014 L12063000315

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6179094

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12063000315

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/30/2012, 118205628, CGCA38309

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC
10145 NW 19TH STREET
DORAL FL 33172

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

2013-2014
LOCAL BUSINESS TAX RECEIPT

2014004089

CITY OF DORAL, FLORIDA

196BLDC GENERAL BUILDING CONTRACTOR

8401 Northwest 53rd Terrace
Doral, Florida 33166
(305) 593-6631

MACHINES:
SEATS:
STATE LIC.#:
EMPLOYEES: 10
LICENSE FEE: \$60.00

FOR THE PERIOD COMMENCING OCTOBER 1, 2013
AND ENDING SEPTEMBER 30, 2014 LICENSED TO
ENGAGE IN THE FOLLOWING BUSINESS:

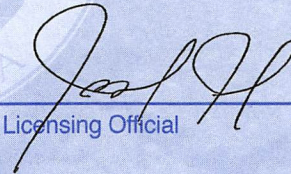
Business Name: **BURKE CONSTRUCTION, GROUP, INC**

DBA:

Address: 10145 NW 19 ST
DORAL, FL 33172

Conditions: NO RETAIL SALES, NO OUTSIDE STORAGE OR DISPLAYS, DRY USE ONLY.

Chief Licensing Official



CITY OF DORAL

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

Business Name BURKE CONSTRUCTION GROUP, INC. CtlNbr:0022855
Location Addr 1107 KEY PLAZA
Lic NBR/Class 14-00028182 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 18, 2013 Expiration Date: September 30, 2014
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

Oper: CWALKER Type: OC Drawer: 1
Date: 7/23/13 54 Receipt no: 88732
2014 28182

OR LIC OCCUPATIONAL RENEWAL
1.00 \$309.75

This document must be prominently displayed.

BURKE CONSTRUCTION GROUP, INC. 2942389
309.75

BURKE CONSTRUCTION GROUP, INC.
10145 NW 19TH ST

Trans date: 7/23/13 Time: 11:19:03

DORAL FL 33172

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6402358

BUSINESS NAME/LOCATION

BURKE CONSTRUCTION GROUP INC
10145 NW 19 ST
DORAL FL 33172

RECEIPT NO.

RENEWAL
6670443

EXPIRES

SEPTEMBER 30, 2014

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

BURKE CONSTRUCTION GROUP INC
Worker(s) 10

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGCA38309

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 07/18/2013
TXHS1-13-032110

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



Delivering Excellence Every Day

Tax Collector

140 West Flagler Street

Miami FL 33130

107_01-222 06/12

003386

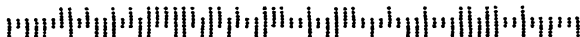
For information regarding Transfer
of Business/Owner, please visit
www.miamidade.gov/taxcollector/

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Miami, FL
Permit #231

**BURKE CONSTRUCTION GROUP INC
ANTHONY BURKE
10145 NW 19 ST
DORAL FL 33172**



CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

Business Name CERTIFIED LOWER KEYS PLUMBING CtlNbr:0003221
Location Addr 1014 WHITE ST
Lic NBR/Class 14-00009786 CONTRACTOR - CERT PLUMBING
Issue Date: September 19, 2013 Expiration Date: September 30, 2014
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

Oper: CWALKER Type: OC Drawer: 1
Date: 9/26/13 54 Receipt no: 100784

2014 9786
OR LIC OCCUPATIONAL RENEWAL

This document must be prominently displayed. 1.00 \$309.75

CERTIFIED LOWER KEYS PLUMBING
Trans number: 2967776
OR CHECK 11279 \$489.30

CERTIFIED LOWER KEYS PLUMBING
1014 WHITE ST #7

Trans date: 9/20/13 Time: 9:56:10

KEY WEST FL 33040

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

Business Name BARROSO, BARRY CtlNbr:0003480
Location Addr 1014 WHITE ST
Lic NBR/Class 14-00008263 RENTAL-NON-TRANSIENT RESIDENTIAL
Issue Date: September 19, 2013 Expiration Date: September 30, 2014
License Fee \$119.70
Add. Charges \$119.70
Penalty \$0.00
Total \$119.70

Comments: SIX NON-TRANSIENT RESIDENTIAL RENTAL

Oper: CWALKER Type: OC Drawer: 1
Date: 9/26/13 54 Receipt no: 100784

2014 8263
OR LIC OCCUPATIONAL RENEWAL

This document must be prominently displayed. 1.00 \$119.70

BARROSO, BARRY
Trans number: 2967775
OR CHECK 11279 \$489.30

BARROSO, BARRY
1014 WHITE ST #7

Trans date: 9/20/13 Time: 9:56:10

KEY WEST FL 33040