



PROJECT COST SUMMARY

Project:

GARRISON BIGHT MARINA-TRANSIENT RESTROOMS / DOCK MASTER BUILDING

Location:

1801 N. Roosevelt, Key West, 33040

ITB-18-010

January 29, 2017

Item	Description of Work	Extended Costs	Comments
Division 1 - General Conditions		\$ 268,407	
1	General Conditions	\$ 225,990	Supervision, Management, Temp facilities and protection of existing conditions
2	Surveying	\$ 4,000	Layout-Testing of Soils, Compaction
3	Offsite Debris Removal	\$ 31,400	Dumpsters and Offsite Trash Pick-up
4	Final Cleaning	\$ 1,330	Final Cleaning of Offices, Building and Perimeter
5	Testing Fees	\$ 3,350	
6	Impact Fees		County Road, Fire and Police Impact Fees
7	Permit Fees		Master Building Permit Fee
8	Temporary Fencing	\$ 2,337	
Division 2 - Site Work		\$ 255,359	
9	Selective Demolition	\$ 17,250	
10	Auger Pile Foundation	\$ 56,000	
11	Sitework	\$ 131,000	
12	Fencing	\$ 840	
13	Landscaping	\$ 41,779	
14	Irrigation	\$ 8,490	
15			
Division 3 - Concrete		\$ 266,190	
16	03000-Concrete	\$ 246,640	
17	03400-Prestressed Concrete	\$ 19,550	
18			
Division 4 - Masonry		\$ -	
19	Masonry	\$ -	Included in Shell
20			
Division 5 - Metals		\$ 112,315	
21	Structural Steel	\$ 58,350	
22	Misc. Metals	\$ 53,965	
22			
Division 6 - Wood		\$ 193,076	
23	Rough Carpentry	\$ 174,261	
24	Millwork	\$ 18,815	
25			
Division 7 - Thermal & Dampproofing		\$ 61,576	
26	MEMBRANE ROOFING	\$ 54,142	
27	Building Insulation	\$ 5,934	
28	Prefomed Roofing And Siding	\$ 1,500	
29	GUTTERS AND DOWNSPOUTS	\$ -	
30			
Division 8 - Frames, Doors & Glazing		\$ 68,369	
31	Doors & hardware	\$ 28,403	
32	Windows	\$ 3,719	
33	STOREFRONTS	\$ 36,247	
34	LOUVERS	\$ -	
35			
Division 9 - Finishes		\$ 169,596	
36	GYPSUM WALL BOARD	\$ 60,551	
37	Stucco And Plaster Exterior	\$ 48,500	
38	ACOUSTICAL CIELINGS	\$ 6,627	
39	CERAMIC TILE	\$ 38,541	
42	PAINTING	\$ 15,377	
43	CONCRETE FLOOR TREATMENT	\$ -	
44			
Division 10 - Specialties		\$ 18,768	
45	BATHROOM ACCESSORIES	\$ 10,204	
46	FIRE EXTINGUISHERS	\$ 920	
49	WAYFINDING / SIGNAGE	\$ 7,644	
50			
Division 11 - Equipment		\$ -	
51			Not In Scope
52			
Division 12 - Furnishings		\$ 11,100	
53	FURNISHINGS	\$ 11,100	
54			
Division 13 - Special Construction		\$ -	
55			



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Item	Description of Work	Extended Costs	Comments
56			
Division 14 - Conveying Systems		\$ 17,500	
57	Handicap Lifts	\$ 17,500	
58			
Division 15 - Mechanical		\$ 143,334	
59	PLUMBING SYSTEM	\$ 105,600	
60	H.V.A.C. SYSTEM	\$ 37,734	
61			
Division 16 - Electrical		\$ 136,515	
62	16050 Basic Electrical Materials & Methods	\$ 136,515	
63			
Construction Sub-Total		\$ 1,722,106	
64	General Allowance	\$ 25,000	
64	Permit & Fees	\$ 51,669	
65	Bond Premium	\$ 17,223	
66	Builder's Risk Insurance	\$ 4,822	
67	Insurance Premium	\$ 17,223	
68	GC Overhead	\$ 34,446	
69	GC Profit	\$ 103,338	
TOTAL BID COST		\$ 1,976,751	

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING
CITY MARINA @ GARRISON BIGHT**
Project No.: ITB #18-010

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

Company Name: Burke Construction Group, Inc.
Contact Name & Telephone #: Anthony J. Burke 305.363.2951
Email Address: tburke@bcgconstruction.net

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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



CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **three-hundred (300)** calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

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

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

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM WORK ITEMS

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

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



BID SCHEDULE
REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING
CITY MARINA at GARRISON BIGHT

LUMP SUM BID PRICE

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

Pricing for each line item to be broken out into percentages as indicated.

1 Mobilization, General Conditions, Permit Fees and Demobilization

Dockmaster / Maintenance	1 LS (68%)	\$ 236,911.47
Transient Restroom	1 LS (32%)	\$ 111,487.75

2 Grant Requirements

Transient Restroom	1 LS (100%)	\$ 1,100.00
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3 Demolition (includes all labor, equipment and disposal for a complete product)

Dockmaster / Maintenance	1 LS (50%)	\$ 9,487.50
Transient Restroom	1 LS (50%)	\$ 9,487.50

4 Foundation (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1 LS (68%)	\$ 149,600.00
Transient Restroom	1 LS (32%)	\$ 70,400.00

5 Lift, Stairs, Decking, Railings & Building Signage (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1 LS (50%)	\$ 33,884.95
Transient Restroom	1 LS (50%)	\$ 33,884.95

6 Building Structure & Roof (includes all labor, equipment & material for a complete product)

Dockmaster / Maintenance	1 LS (68%)	\$ 265,829.48
Transient Restroom	1 LS (32%)	\$ 125,096.22



7 Interior Finishes (includes all labor, equipment, material and disposal for a complete product)

Dockmaster / Maintenance	1 LS (68%)	<u>\$ 157,555.17</u>
Transient Restroom	1 LS (32%)	<u>\$ 74,143.61</u>

8 Doors & Windows (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1 LS (68%)	<u>\$ 51,139.91</u>
Transient Restroom	1 LS (32%)	<u>\$ 24,065.84</u>

9 Mechanical (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1 LS (72%)	<u>\$ 43,903.73</u>
Transient Restroom	1 LS (28%)	<u>\$ 17,073.67</u>

10 Electrical (includes all labor, fixtures, equipment and material for a complete product)

Dockmaster / Maintenance	1 LS (68%)	<u>\$ 119,828.50</u>
Transient Restroom	1 LS (32%)	<u>\$ 30,338.00</u>

11 Plumbing (includes all labor, fixtures, equipment and material for a complete product)

Dockmaster / Maintenance	1 LS (31%)	<u>\$ 32,736.00</u>
Transient Restroom	1 LS (69%)	<u>\$ 80,150.40</u>

12 Site Work (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1 LS (50%)	<u>\$ 96,800.00</u>
Transient Restroom	1 LS (50%)	<u>\$ 121,550.00</u>

13 Landscaping (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1 LS (50%)	<u>\$ 27,647.95</u>
Transient Restroom	1 LS (50%)	<u>\$ 27,647.95</u>

14 General Allowance (only to be used with owner's written directive)

1 LS	<u>\$ 25,000.00</u>
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TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of BASE BID lump sum items 1 - 14 \$ 1,976,750.54

One Million Nine Hundred Seventy Six Thousand Seven Hundred Fifty Dollars & Fifty-four Cents
(amount written in words)

BID ALTERNATES

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

1. Provide galvanized metal standing seem roofing on entry canopy roof in-lieu of V- crimp

1 LS \$ 1,655.00

2. Provide IPE wood decking (5/4 x 6 premium, square edge) in-lieu of 5/4 x 6 PT wood

1 LS \$ 7,335.00

3. Provide PT wood louver panels in-lieu of PT wood lattice panels (vertical pattern) to infill

1 LS \$ 5,275.00

ALLOWANCE ITEM:

1. Secondary underground electrical over specified 75'-0".

Per FOOT unit price \$ 76.75 /lf

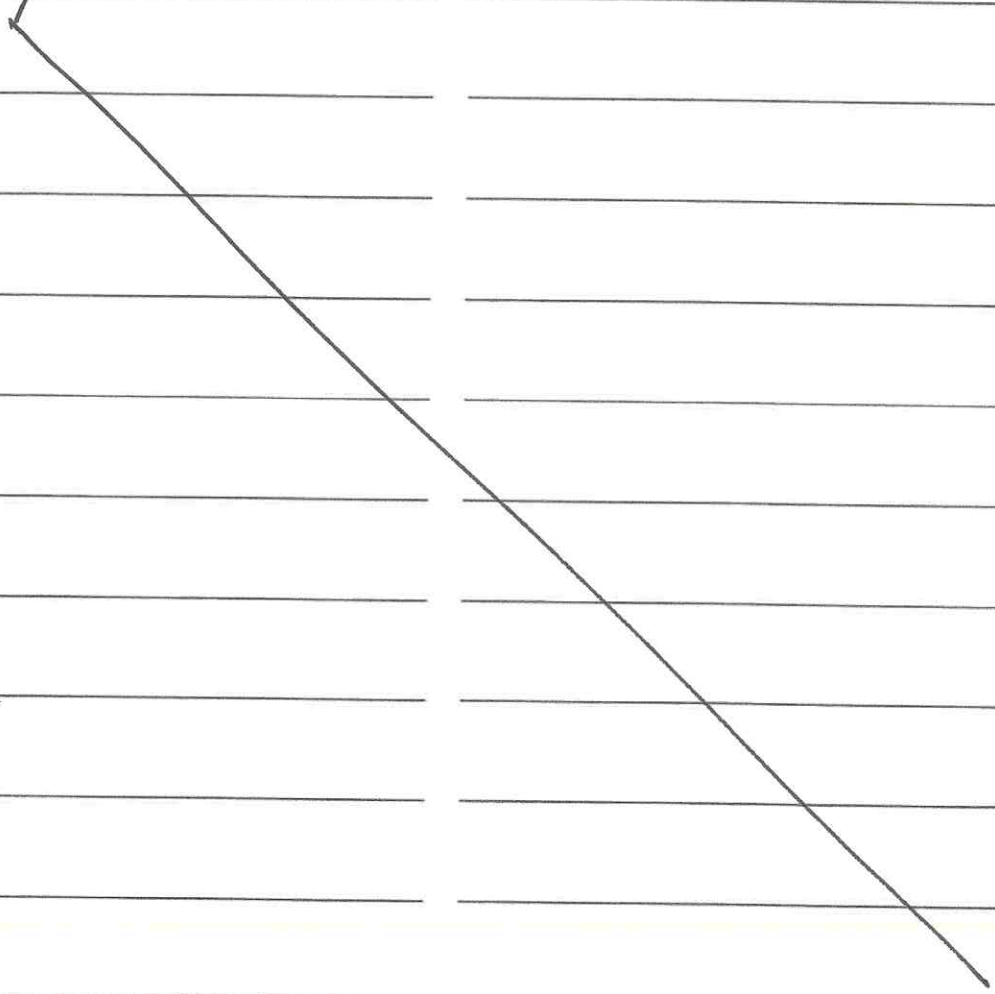
The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by Technical Specification Divisions included in the Base Bid and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

N/A





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:

AUGER Piles
Portion of Work
FLORIDA FOUNDATION
Name
P.O. Box 348550 CORAL GABLES FL 33234
Street City State Zip

Landscaping
Portion of Work
Blue Palm Native
Name
197 Industrial Road Bt Pine FL 33043
Street City State Zip

IRRIGATION
Portion of Work
Blue Island
Name
3255 Flagler Ave #307 Keywest F 33040
Street City State Zip

Concrete Structure / Masonry
Portion of Work
Bella Construction
Name
35 Diamond Drive Keywest FL 33040
Street City State Zip



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:

Roofing
Portion of Work
Hilson Roofing
Name
Po Box 901543 Homestead FL
Street City State Zip

Stucco
Portion of Work
Professional Plastering Design Inc
Name
5409 Overseas Hwy #199 MARATHON FL 33050
Street City State Zip

HVAC
Portion of Work
T & S COOL AIR
Name
2216 W 80th Street Hialeah FL 33016
Street City State Zip

Electrical
Portion of Work
Florida Keys Elect
Name
5730 2nd Ave Key West FL 33040
Street City State Zip



SURETY

ARCH INSURANCE COMPANY _____ whose address is
Harborside 3 210 Hudson Street #300 Jersey City, NJ 07311-1107
Street City State Zip
(201) 743-4000 Charles J. Nielson
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Anthony J. Burke
Burke Construction Group, Inc. _____ doing business
at
1722 N. Roosevelt Blvd. Key West Florida 33040
Street City State Zip
tburke@bcgconstruction.net
email address

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

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

Name	Title
Anthony J. Burke	President / CEO
David W. Martinez	Vice President / CFO
David W. Martinez	Secretary



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 14 day of _____
2018.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed
and its seal affixed by its duly authorized officers this 14th day of February
2018.

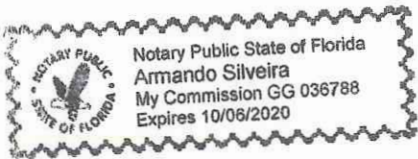
(SEAL)

Burke Construction Group, Inc.
Name of Corporation

By [Signature] Anthony J. Burke

Title President / CEO

Attest _____



Sworn and subscribed before this 14th day of February, 2018

NOTARY PUBLIC, State of Florida, at Large
My Commission Expires: _____ [Signature]



EXPERIENCE OF BIDDER

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

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

See Attached

* * * * *





Similar projects past five years

Description	Dates of Work	Value	Contract with	Contact	Engineer	Scope
Key West City Hall at Glynn Archer (Renovation)	2014-2016	\$15M	City of Key West 3132 Flagler Ave Key West, FL 33040 Contact: Devon Steckly Phone: 305.809.3747	Kreed Howell 305-809-3963	Bender & Associates Architects 410 Angela Street Key West, FL 33040 305-296-1347	Historic renovation of Glynn Archer School and conversion to new City Hall
Stock Island Fire Station	2014	3.3 M	Monroe County Board of County Commissioners 1100 Simonton St. Room 2-216 Key West, FL 33040	Bill Horn 305.296.8302	William P. Horn Architect, PA 915 Eaton Street Key West, FL 33040 305- 296-8302	New state of the art Fire station. First Green Building in Monroe County
Monroe County Magnolia St. Public	2016	\$1,175,500.00	Monroe County Engineering 1100 Simonton St. Key West, FL 33040	Dan Bensley 305-292-4468	Aquila Architects/Jose Aquila 185 NE 4th Ave. Suite 101 Delray Beach, FL 33483	Construction of new public works building.

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

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

hereinafter called the PRINCIPAL, and ARCH INSURANCE COMPANY

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

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

in the State of New Jersey,

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

CITY OF KEY WEST, FLORIDA

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for REBID: Transient Restrooms / Dockmaster Building, said Bid Proposal, by reference thereto, being hereby made a part hereof.



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

ITB #18-010 REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING – CITY MARINA at GARRISON BIGHT

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 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

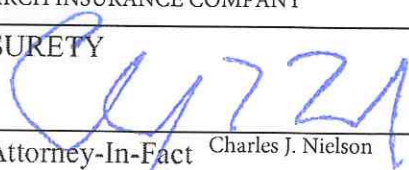
Signed and sealed this 14th day of February, 2018.

BURKE CONSTRUCTION GROUP, INC.

By  _____
PRINCIPAL

ARCH INSURANCE COMPANY

SURETY

By  _____
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 Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

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

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

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

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

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

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

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

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

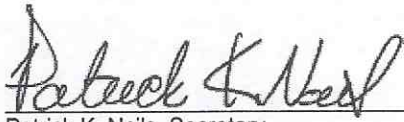
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

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

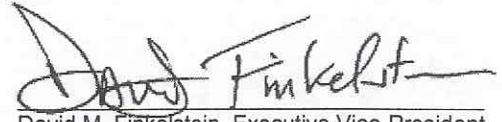
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of December, 2017.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

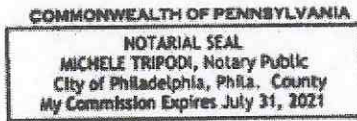


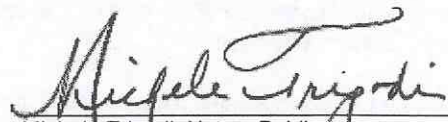

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

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




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

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 12, 2017 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 14th day of February, 2018.


Patrick K. Nails, Secretary

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

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

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



ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

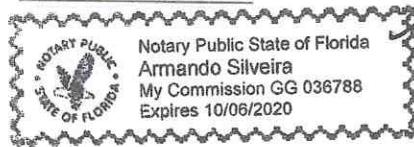
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Anthony J. Burke _____

Sworn and subscribed before this 14th day of February, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: _____



* * * * *



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

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

1. This sworn statement is submitted with Bid or Proposal for ITB #18-010 REBID:
TRANSIENT RESTROOM/ DOCKMASTER BUILDING CITY MARINA at GARRISON BIGHT

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

whose business address is 1722 Roosevelt Blvd. Key West, FL 33040

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 Anthony J. Burke
(please print name of individual signing)

and my relationship to the entity named above is President / CEO

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

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

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

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



7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

(signature) _____

February 14, 2018
(date)

STATE OF Florida

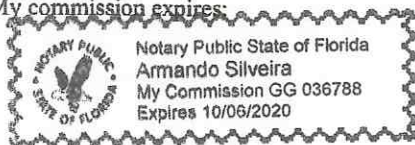
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Anthony J. Burke who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 14th day of February, 2018.

My commission expires:



NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Burke Construction Group, Inc. SEAL:

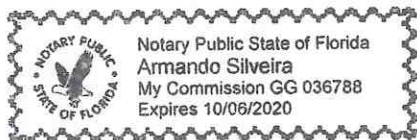
1722 Roosevelt Blvd. Key West, FL 33040
Address
[Signature]
Signature
Anthony J. Burke
Print Name
President / CEO
Title
DATE: February 14, 2018

Sworn and subscribed before this 14th day of February, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: _____

[Signature]



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

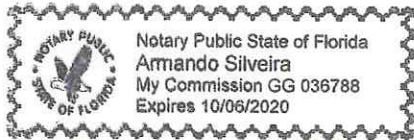
Burke Construction Group, Inc.
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: Anthony J. Burke 

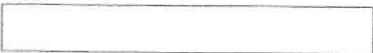
Sworn and subscribed before this 14th day of February, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: _____



* * * * *



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

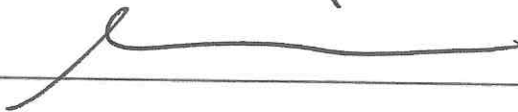
COUNTY OF Monroe)

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

By: Anthony J. Burke 

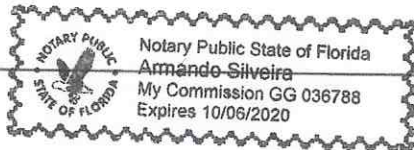
Sworn and subscribed before me this

14th day of February 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *



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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation. City of Key West License. David Martinez who is 50% owner and the VP is a resident of Key Largo.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries. Contractor has full office and staff in Monroe County but office is not listed as principal office
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

Business Name Burke Construction Group, Inc. Phone: 305.363.2951
 1722 Roosevelt Blvd.
 Current Local Address: Key West, FL 33040 Fax: 305.363.2953
 (P.O. Box numbers may not be used to establish status)

Length of time at this address Since 2017

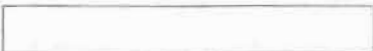
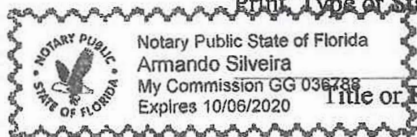
[Signature] February 14, 2018
 Signature of Authorized Representative Date

STATE OF Florida
 COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 14th day of February 2018.
 By Anthony J. Burke, of Burke Construction Group, Inc.
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced Personally Known / Produced Driver's License as identification
 (type of identification)

[Signature]
 Signature of Notary
Armando Silveira
 Print, Type or Stamp Name of Notary

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



BIDDER'S CHECKLIST

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

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



PART 2

CONTRACT FORMS



CONTRACT AGREEMENT

This Contract, made and entered into 14th day of February 2018,
by and between the City of Key West, hereinafter called the "Owner", and
Burke Construction Group, Inc., hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #18-010 REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING – CITY MARINA at GARRISON BIGHT**

Key West, Florida to the extent of the Bid made by the Contractor, dated the 14th day of February, 2018, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, SPECIFICATIONS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made 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 amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within **three-hundred (300)** calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of **\$1,000.00** per day. Sundays and legal holidays shall be included in determining days in default.



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

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

14th day of February, A.D., 2018.

CITY OF KEY WEST

By _____

Printed _____

Title _____

CONTRACTOR

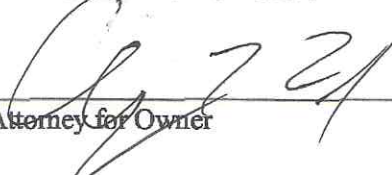
By  _____

Printed Anthony J. Burke

President / CEO

Title _____

APPROVED AS TO FORM



Attorney for Owner

* * * * *



FLORIDA PERFORMANCE BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05 Burke Construction Group, Inc.

with offices at 1722 Roosevelt Blvd. Key West, FL 33040

hereinafter called the CONTRACTOR (Principal), and Arch Insurance Company

with offices at Harborside 3210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the CITY OF KEY WEST, hereinafter called the CITY (Obligee), in the sum of:

5% of Bid Proposal DOLLARS (\$ 5%.....), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:
WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated February 14th, 2018, 2018, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and



2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

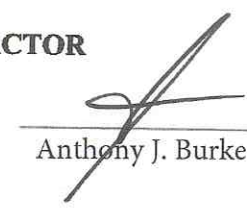
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument

this 14th day of February, 2018, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By:



Anthony J. Burke

(SEAL)

ATTEST

SURETY

By:



(SEAL)

ATTEST



FLORIDA PAYMENT BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Burke Construction Group, Inc.

with offices at 1722 Roosevelt Blvd. Key West, FL 33040
hereinafter called the CONTRACTOR, (Principal), and

Arch Insurance Company

with offices at Harborside 3210 Hudson Street Suite 300 Jersey City, NJ 07311-1107

a corporation duly organized and existing under and by virtue of the laws of the State of _____

Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

Five Percent Of Bid Proposal Submitted DOLLARS(5%.....), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

ITB #18-010 REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING – CITY MARINA at GARRISON BIGHT attached hereto, with

the CITY, dated February 14th, 2018

_____, 2018, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.



NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument

this 14th day of February, 2018, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

ATTEST

(SEAL)

ATTEST

CONTRACTOR

By: _____

SURETY

By: _____



LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>



PART 5

**SUPPLEMENTAL INFORMATION
(BIG Grant Requirements)**



CERTIFICATIONS AND ASSURANCES

In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
- B. Certification Regarding Lobbying (31 U.S.C. 1352)**
- C. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable)**
- D. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**
- E. Buy American Assurance (43 CFR Part 12, Subpart E)**
- F. Trafficking Victims Protection Act Assurance (2 CFR Part 175)**
- G. Boating Infrastructure Grant Program (BIGP) Rule Assurance (50 CFR Part 86)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.



If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Contractor (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.



- c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph C.1. of this certification.
- 4. Notifying the employee in the statement required by paragraph C.1. of this certification that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- 5. Notifying the City in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

- 1. As a condition of the Contract, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and,
- 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Contractor will report the conviction, in writing, within



10 calendar days of the conviction, to the City when notice is made to such a central point, it shall include the identification number(s) of each affected contract.

D. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Contractor also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

E. BUY AMERICAN ASSURANCE (43 CFR PART 12, SUBPART E)

The Contractor agrees to construct the Project according to all provisions of the Buy American Act – Construction Materials which can be found in 43 CFR Part 12, Subpart E, Sections 12.800 through 12.830. It applies to procurement contracts awarded under a grant or cooperative agreement for construction, alteration, or repair of any public building or public work in the United States. As prescribed in 43 CFR Part 12, Subpart E, Section 12.825:

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

Components, used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

Construction material, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic construction material, as used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to §12.810(a)(3) of 43 CFR part 12, subpart E shall be treated as domestic.



(b) The contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this agreement, except for foreign construction materials, if any, listed in this agreement.

F. TRAFFICKING VICTIMS PROTECTION ACT ASSURANCE

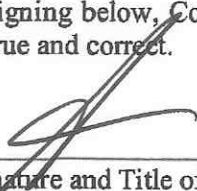
Any grant, contract, or cooperative agreement provided or entered into by a Federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition that authorizes the department or agency to terminate the grant, contract, or cooperative agreement, without penalty, if the grantee or any subgrantee, or the contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement.

G. BOATING INFRASTRUCTURE GRANT PROGRAM (BIGP) RULE ASSURANCE

The Contractor agrees to construct the Project according to all provisions of the Boating Infrastructure Grant Program Final Rule, 50 CFR Part 86, attached and made part of this Contract. The Contractor further agrees to comply with all other applicable federal, state, and local rules and regulations in providing services under this Contract. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through G above are true and correct.



President / CEO
(Signature and Title of Authorized Representative)

Burke Construction Group, Inc.

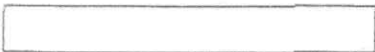
Contractor Name

1722 Roosevelt Blvd.

Contractor Street Address

Key West, FL 33040

City, State, ZIP Code





PORT & MARINE SERVICES
201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**REBID: TRANSIENT RESTROOM/ DOCKMASTER BUILDING
CITY MARINA at GARRISON BIGHT
ITB #18-010**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS and CLARIFICATIONS

1. Please advise if there are details forthcoming for the pre-finished aluminum and stainless steel cable rail assemblies (i.e.: dimensions/profiles on the posts, gauge of cabling, etc.).

See revised sheet A-5.1 attached

2. There is no roof plan. The plans call for rigid insulation to slope at 1/4" per foot. Sheet A-1.1, Enlarged Site Plan, shows the roof slopes; are we to follow those slopes to create the roof pitches?

Yes, follow sht. A-1.1, Enlarged Site Plan, for roof slopes

3. Who is responsible for the relocation of the existing oil recycling containment center?

The oil recycling containment will be relocated by the owner.

4. Will the County require a permit for the new driveway cut?

No, a Permanent Right-of-Way Permit will be required from the City.

5. What is the project cost estimate?

Project cost estimate is \$1,500,000

6. Please provide a geotechnical report.

Geotechnical Report attached.



18. Miami-Dade Notice of Acceptance (NOA's) attached

19. Florida Green Building Coalition (FGBC) Checklist and Guidelines attached.

20. Mandatory Pre-Bid Sign-In sheet attached.

PROCUREMENT REQUIREMENTS

1. New Bid Schedule attached.
2. Non-Collusion Affidavit attached.

SPECIFICATIONS

Section 01010 – SCOPE OF WORK

1. Contractor to provide and maintain "two" (2) unisex ADA compliant portable toilets for the duration of the project. Toilets to be emptied a minimum of twice weekly.

DRAWINGS

1. Remove and replace sheet A-5.1 with attached
2. Remove and replace sheet E-3 with attached
3. Remove and replace sheet C-2 with attached.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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

Signature



Burke Construction Group, Inc.

Name of Business



7. Bidder's Checklist, Page 30, Item Number 11 states: "*Bid submitted intact with the volume entitled "Bidding Requirement" and " Contract Forms"..."* If we are required to submit Part 2, Contract Forms Conditions of the Contract, what is the contractor required to complete and execute in Part 2, Contract Forms?

Revise Bidder's Checklist item #11 to read "Bid submitted intact with the volume containing the all Procurement Requirements and any forms required in Part 2, 3, 4 & 5 of the documents, one (1) original, two (2) USB drives.

8. Is Certified Payroll required?

No, certified payroll is not required.

9. Are there Davis Bacon Wages included in this contract?

No, Davis Bacon does not apply to this contract.

10. Is a Flood Elevation Certificate available?

No, there is no flood elevation certificate.

11. Page 12, Liquidated Damages states "Sundays and legal holidays shall be *excluded...*". Pages 32, 54 and 63 state they are to be "*included*". Which is correct?

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

12. Sheet E-3 note located in middle top of page states "Provide 24 volt transformer, video cameras with back-up.....and wireless cameras." The note does not indicate the location and quantity. Please provide the location and quantities for the new cameras?

See revised sheet A-5.1 attached

13. Sheet E-3 (in the same note) also states "... underground wire pull box @ GPS Coordinates 24336.07 N 81475.75 W...". These coordinates seem to indicate the pull box is located off property. Please provide drawings showing the exact location for this pull box?

See revised sheet A-5.1 attached

14. Contractor is responsible to maintain one (1) active driveway off Palm Avenue. Temporary closure only for final paving and striping.

15. Contractor is responsible to maintain access to boat ramp. Temporary closure only for final paving and striping.

16. Staging Area Plan attached. Note that the shoulder area between the staging area and sidewalk may also be used for staging. It will be the contractor's responsibility to restore should, if used, at no cost to the owner.

17. Florida Building Code Energy Calculations attached





**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. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

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

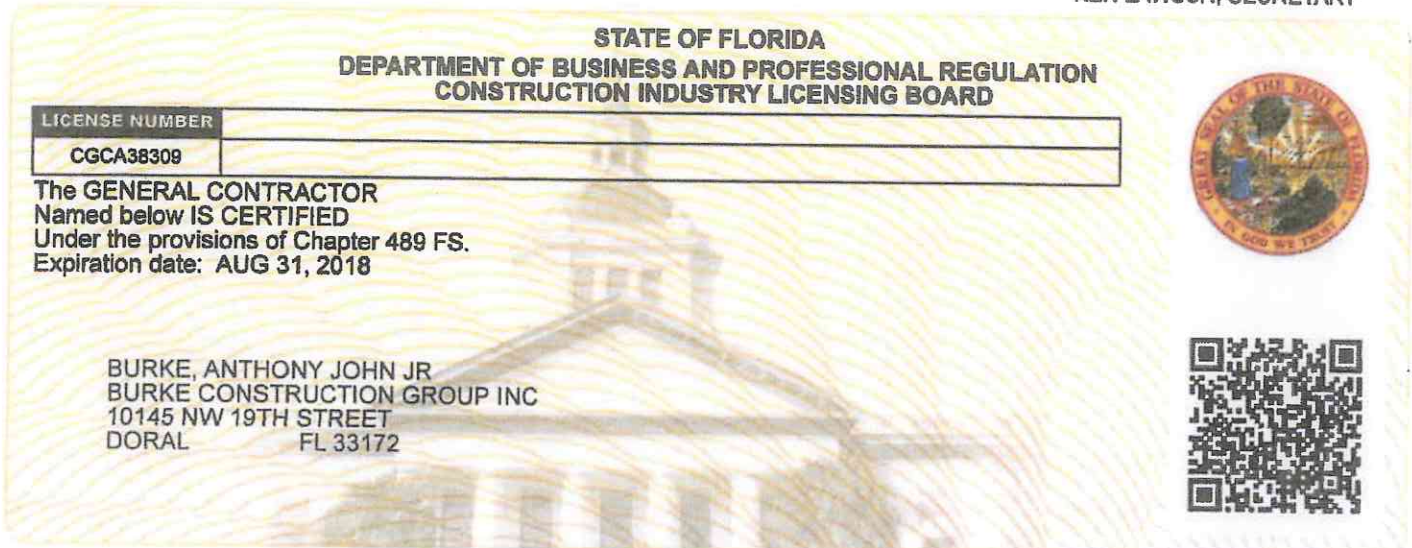
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 06/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L160629000680

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 18-00028182 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 26, 2017 Expiration Date:September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

BURKE CONSTRUCTION GROUP, INC

BURKE CONSTRUCTION GROUP, INC.
10145 NW 19TH ST

MIAMI FL 33172

Trans Date: 08/17/17 Time: 9:22:53
Trans Number: 3110854
City: MIAMI
Lic: 18-00028182
Lic Class: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic Fee: \$325.00
Lic Status: RENEWAL
Lic Expiration: 09/30/2018
Lic Issue: 07/26/2017
Lic Renewal: 08/17/2017
Lic Renewal Fee: \$325.00
Lic Renewal Status: RENEWAL

Burke Construction Group, Inc. References

FINANCIAL:

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

INSURANCE:

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

BOND AGENT:

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

LEGAL:

Elder & Lewis
9105 S. Dadeland Blvd. Suite 902
Miami, FL 33156
PH: 305-667-4774
Contact: David Elder

TRADE:

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

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

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

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

Statewide Electric
(305) 971-8864
Contact: Jorge Fernandez

Certified Lower Keys Plumbing
(305) 304-1367
Contact: Barry Barroso

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

Client References

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

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

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

Monroe County
Key West, FL
(305) 292-4439
Contact: Ann Riger

City of Key West
Key West, FL
(850) 890-9354
Contact: Deron Steckley