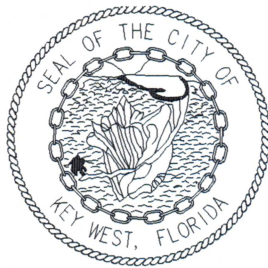
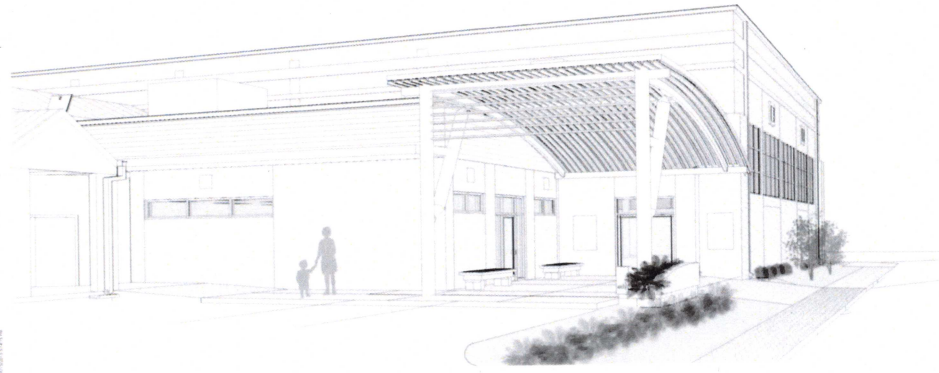




ITB #022-16
Renovation of Frederick Douglass
Recreation Center
Project #PR1206



CITY OF KEY WEST

ORIGINAL



ITB #022-16
Renovation of Frederick Douglass Recreation Center
Project #PR1206

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CONTRACT DOCUMENTS FOR:



ITB # 022-16
RENOVATION OF FREDERICK DOUGLASS
RECREATION CENTER

PROJECT #PR1206

March 2016

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFFMAN

MARGARET RAMERO

PREPARED BY:
Hayes Cumming Architects

COPY NO. _____

CITY OF KEY WEST
KEY WEST, FLORIDA
CONTRACT DOCUMENTS
FOR
RENOVATION OF FREDERICK DOUGLASS GYM

CONSISTING OF:
BID REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
SCOPE OF WORK
SPECIFICATIONS
DRAWINGS

KEY WEST, FLORIDA

MARCH 2016

Project No. PR1206

Copy No. _____

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #022-16 RENOVATION OF FREDERICK DOUGLASS GYM, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 4:00pm on April 27, 2016 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, one (1) copy and two (2) flash drives each with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR" addressed and delivered to the City Clerk at the address noted above.

The project consists of the selective demolition of the low bay portion of the structure, removal of roof and roof deck of the gymnasium, roof replacement on the existing gymnasium roof sections to remain, construction of a new low bay building in the same location as the demolished structure and selective landscaping and sitework.

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

A pre-bid meeting will be held in the conference room at 3132 Flagler Avenue, Key West, Florida on **Tuesday April 12, 2016 at 1:00pm.**

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

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

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

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

Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

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

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact L. Creed Howell, Project Manager, for Engineering Services Department for the City of Key West at 305 809-3963 or lhowell@cityofkeywest-fl.gov.

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

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

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

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

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

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

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

5. TYPE OF PROPOSAL

A. LUMP SUM

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

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by trade and type of work and it shall be used as a basis for payment. Payment to the Contractor will be made on the percent complete of the work performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file

with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

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

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

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

D. ATTACHMENTS

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

- Anti-Kickback Affidavit
- Public Entity Crimes Form
- Indemnification Form
- Local Vendor Certification
- City of Key West Business License Tax Receipt
- Domestic Partnership Affidavit
- Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

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

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

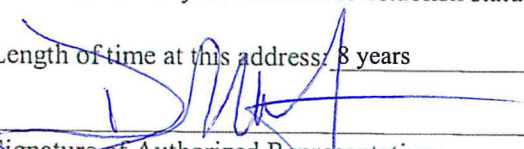
- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately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

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

Business Name Burke Construction Group, Inc. Phone: (305)468-6604

Current Local Address: 10145 NW 19th Street, Doral, Florida 33172 Fax: (305)468-6654 (P.O. Box numbers may not be used to establish status)

Length of time at this address: 8 years

 Date: 05/11/2016

Signature of Authorized Representative

Vendor maintains a permanent office in Key West at 3210 Flagler Ave., However this is not the principal office as registered with the State of Florida.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

STATE OF Florida COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 11th day of May, 2018

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

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

Amarilis Flores
Signature of Notary

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

NOTARY PUBLIC
AMARILIS FLORES
MY COMMISSION # FF 932182
Printed for Stamp Number 9206
BONDED THRU BUDGET NOTARY SERVICES

Title or Rank

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

PROPOSAL

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: RENOVATION OF FREDERICK DOUGLASS GYM
PR 1206

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

Company Name: Burke Construction Group, Inc.
Contact Name & Telephone #: David W. Martinez - Phone (305)468-6604
Email Address: dmartinez@bcgconstruction.net

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 305 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 \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM ITEMS

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

Total Lump Sum Bid: \$ 2,298,975.00

\$ Two Million Two Hundred Ninety-Eight Thousand Nine Hundred Seventy-Five

_____ Dollars & No----- Cents
(amount written in words)

PROPOSAL CONTINUES ON NEXT PAGE

DEDUCTIVE

~~ADDITIVE~~ / ALTERNATES

5. 08453 FIBERGLASS SANDWICH PANEL ASSEMBLIES

A. This component was specifically reviewed and approved by the City of Key West Historic Architecture Review Commission (HARC). As such, it is necessary to identify any alternates offered during the bidding process. Once the bid has been awarded, no substitution whatsoever will be allowed for this component and the successful bidder must plan accordingly to include any long lead time requirements. Any alternates offered must comply exactly with the dimensions, performance and appearance of the Guardian 275 system. If there is any doubt about matching exactly, the decision to accept this alternate is at the sole discretion of the ARCHITECT.

1 LS Deduct - Twenty-Four Thousand Dollars \$ (24,000.00)

NOTE: THE TOTAL OF BASE BID + ACCEPTED ALTERNATES WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

Owner has the right to accept any or all or no Additive/Alternate items.

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by trade and type of work 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 ARCHITECT in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

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

<u>Bathroom Partitions - \$ 8,575.00</u>	<u>Bathroom Accessories - \$ 10,470.00</u>
<u>Rough Carpentry - \$ 13,901.00</u>	<u>Framing, Drywall & Finish - \$ 33,747.00</u>
<u>Temp. Wall - \$ 3,000.00</u>	<u>Protection of Existing Facilities - \$ 56,000.00</u>
_____	_____
_____	_____

Continuation Sheet

AIA DOCUMENT G703

Job: Renovation of Frederick Douglass Gym

Application #: 1

Job#:

Application Date: 01-May-16

01-May-16

Period to:

01-May-16

A	B	C	D	E	F	G	H	I		
Item #	Description of Work	Initial Scheduled Value	Revised Scheduled Value	From Previous Application	For This Period	Materials Presently Stored	Total Completed and Stored to Date	(G/C) %	Balance to Finish	Retainage
01	Mobilization	59,558.00	59,558.00	0.00	0.00	0.00	0.00	0%	59,558.00	0.00
02	Demolition	288,205.00	288,205.00	0.00	0.00	0.00	0.00	0%	288,205.00	0.00
03	Sitework Improvement	14,370.00	14,370.00	0.00	0.00	0.00	0.00	0%	14,370.00	0.00
04	Landscape & Irrigation	14,204.00	14,204.00	0.00	0.00	0.00	0.00	0%	14,204.00	0.00
05	Concrete & Masonry	185,350.00	185,350.00	0.00	0.00	0.00	0.00	0%	185,350.00	0.00
06	Metals	185,605.00	185,605.00	0.00	0.00	0.00	0.00	0%	185,605.00	0.00
07	Rough Carpentry & Arch. Wood Work	24,899.00	24,899.00	0.00	0.00	0.00	0.00	0%	24,899.00	0.00
08	Metal Siding	18,170.00	18,170.00	0.00	0.00	0.00	0.00	0%	18,170.00	0.00
09	Roofing	107,021.00	107,021.00	0.00	0.00	0.00	0.00	0%	107,021.00	0.00
10	Doors, Frames & Hardware	32,145.00	32,145.00	0.00	0.00	0.00	0.00	0%	32,145.00	0.00
11	Glazing	156,656.00	156,656.00	0.00	0.00	0.00	0.00	0%	156,656.00	0.00
12	Lath & Plaster	25,972.00	25,972.00	0.00	0.00	0.00	0.00	0%	25,972.00	0.00
13	Drywall	36,361.00	36,361.00	0.00	0.00	0.00	0.00	0%	36,361.00	0.00
14	Flooring	30,671.00	30,671.00	0.00	0.00	0.00	0.00	0%	30,671.00	0.00
15	Acoustical Ceiling	5,880.00	5,880.00	0.00	0.00	0.00	0.00	0%	5,880.00	0.00
16	Painting	27,409.00	27,409.00	0.00	0.00	0.00	0.00	0%	27,409.00	0.00
17	Toilet Compartments	8,575.00	8,575.00	0.00	0.00	0.00	0.00	0%	8,575.00	0.00
18	Specialties	10,394.00	10,394.00	0.00	0.00	0.00	0.00	0%	10,394.00	0.00
19	Exterior Alum. Canopy	3,974.00	3,974.00	0.00	0.00	0.00	0.00	0%	3,974.00	0.00
20	Bath Accessories	10,470.00	10,470.00	0.00	0.00	0.00	0.00	0%	10,470.00	0.00
21	Plumbing	96,770.00	96,770.00	0.00	0.00	0.00	0.00	0%	96,770.00	0.00
22	HVAC	197,000.00	197,000.00	0.00	0.00	0.00	0.00	0%	197,000.00	0.00
23	Electrical	132,266.00	132,266.00	0.00	0.00	0.00	0.00	0%	132,266.00	0.00
24	General Conditions	365,495.00	365,495.00	0.00	0.00	0.00	0.00	0%	365,495.00	0.00
25	Permit & Fees	32,283.00	32,283.00	0.00	0.00	0.00	0.00	0%	32,283.00	0.00
26	Builders Risk Insurance	11,250.00	11,250.00	0.00	0.00	0.00	0.00	0%	11,250.00	0.00
27	GL Insurances	15,071.00	15,071.00	0.00	0.00	0.00	0.00	0%	15,071.00	0.00
28	Payment & Performance Bond	17,080.00	17,080.00	0.00	0.00	0.00	0.00	0%	17,080.00	0.00
29	Contractors OH & Profit	185,871.00	185,871.00	0.00	0.00	0.00	0.00	0%	185,871.00	0.00
30		0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
TOTAL		\$2,298,975.00	\$2,298,975.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,298,975.00	\$0.00

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:

Bella Construction of Key West, Inc.

Name

35 Diamond, Key West, FL, 33040
Street City State Zip

Gary's Plumbing & Fire

Name

6409 2nd Terrace, Ste. 1, Key West, FL, 33040
Street City State Zip

TEM Environmental & Mechanical Services, Corp.

Name

3210 Flagler Ave., Key West, FL, 33040
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

SURETY

Arch Insurance _____ whose address is

11315 Corporate Blvd, Suite 200 _____, Orlando _____, Florida _____
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Burke Construction Group, Inc. _____ doing business at

10145 NW 19th Street _____, Doral _____, FL _____, 33172
Street City State Zip

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

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

Anthony J. Burke _____ President _____

David W. Martinez _____ Vice-President _____

N/A

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2016.

Signature of Bidder

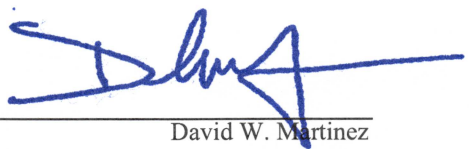
Title

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 11th day of May 2016.

(SEAL)

Burke Construction Group, Inc.
Name of Corporation

By 

David W. Martinez

Title Vice-President

Attest _____
Secretary

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ Five Percent of Bid Amount Submitted (5%)

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

hereinafter called the PRINCIPAL, and ARCH INSURANCE COMPANY

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

having its principal place of business at 300 Plaza Three, 3rd Floor, 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 the Renovation of the Frederick Douglas Recreation Center, 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:

RENOVATION OF THE FREDERICK DOUGLAS RECREATION CENTER / PR 1206

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 10th day of May, 2016.

PRINCIPAL

BURKE CONSTRUCTION GROUP, INC.

By

ARCH INSURANCE COMPANY

SURETY

By

Attorney-In-Fact - Charles J. Nielson

STATE OF Florida)
 : SS
COUNTY OF Miami-Dade)

ACKNOWLEDGEMENT OF SURETY

State of Florida)
County of Miami-Dade,)

On the May 10, 2016, before me personally came Charles J. Nielson to me known, who, being duly sworn, did depose and say that (s)he resides at Miami, Florida, that she is the Attorney-In-Fact/Fla. Res. Agent of Arch Insurance Company, the Corporation described in and which executed the above instrument; that s(he) knows the seal of said Corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was so affixed by order of the Board of Directors of said Corporation; and that s(he) signed his/her name thereto by like order.



Notary Public



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

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Arthur Lawrence Colley 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.

Description	Dates of Work	Value	Owner	Job Address	Contact	Phone	Architect name - Address & Phone	Scope of Work
Bonita Grande Estates	2010-2011	\$1.4M	Hoyer Investment Corporation 111 SW 3rd Street, PH Miami, FL 33130	SW 134th Ave Between 208th and 216th Streets Homestead, Florida	Stefan Hoyer	(786) 271-9039	Sotolongo Architects, Inc. 10630 NW 27th Street Doral, FL 33172 Phone: (305)592-9798	Stework for residential development including all infrastructure and utilities, sidewalks and amenities
Fortis College	2010-2011	\$1.7M	Bedcock Furniture and More South Dixie Highway LLC 9500 Doral Blvd, Ste 103 Doral Florida 33178	19600 South Dixie Hwy. Cutler Bay, FL	TG Brown	(561) 694-8588	Urban works, Inc. 401 Hunting Lodge Drive Miami Springs, FL 33166 Phone: (305)887-4902 email: martin@urbanworks.net	Demo and construction of college facility including classrooms, storage, bathrooms, mechanical room, offices and conference rooms
Aircraft Electrical Motors	2011-2012	\$1.3M	CapEast C/O Easton Lynd Management NW 19th St, Doral, FL 33172	5800 NW 163rd St. Miami Lakes, FL	Ed Easton, Jr. Kavanagh	(305) 593-2222	Rodriguez Pereira Architects, Inc. 8000 NW 7th Street, Ste 103 Miami, FL 33126 Phone: (305)592-8045	24,698 sf Interior buildout with state of the art electrical and manufacturing
Doral 9690 Retail Center	2013	\$1.6M	Doral Properties, LLC San Reno Avenue No. 179 Coral Gables, Florida 33146-3041	9690 NW 41st St. Doral, FL	Danny Kaskel	(786)553-6929 (305)666-0480	WHA (William Arthur Architect P.O. Box 14,2116 Coral Gables, FL 33114 Phone: 305-443- 3100 Email: info@whadesign.com	Demo existing two story office Building and construct new 13,577 sf retail center with bank drive through facilities
Camp Blanding Live Fire Shoot House	2013	\$2.5M	U.S. Department of Military	Camp Blanding Joint Military Training Center Starke, FL	1) Mike Gresser John Brady, CMO	(904) 325-3555 (904) 823-0365	Ebert Norman Brady Architects 1361 13th Avenue SE#230 Jacksonville, FL 32250 Phone: (904)421-9997 enorman@enbareitects.com	Burke Construction Group, Inc. constructed the Florida Army Nation Guard's first state of the art Live Fire Shoot House facility at the Camp Blanding Joint Training Center located in Starke Florida. The project consisted of (4) new buildings and complete site development. The project included an After Action Review/Latrine Building, Ammo Storage Building, Mockup Building, and the Live Fire Shoot House Building. The Live Fire Shoot House building shell was constructed utilizing a Pre-Engineered Metal building system for the structural steel and metal roof and wall panels. The interior was constructed to simulate the interior layout of a building with multiple rooms, corridors, and breach doors. The interior walls were constructed utilizing AR500 plate steel and 2E of ballistic rubber, while the ceiling space above was lined with an AmorCore Level 8, 1 EE bullet resistant fiberglass panel system. A catwalk system was installed above the interior walls for instructional and observation purposes throughout the training sessions. The Live Fire Shoot House building was also outfitted with (16) camera locations and (21) target stations. BCG installed a complete data & fiber infrastructure linking the LFSH building to the AAR building which also included a multitude of lighting control features as well. The project was completed (3) months ahead of schedule and is a LEED Silver Certified facility.
Shimo Bay Dermatology Center	2013	\$1.3M	Shimo Bay Dermatology & Cosmetic Surgery, 350 East Las Olas Blvd, Suites 110 & 120 Fl. Lauderdale, FL 33301	Ft. Lauderdale, FL	Rich Goren	(561) 637-6262	V3 Architects Architectural Group 14850 SW 26th St, Ste 201 Miami, FL 33185 Phone:(305)559-1496	Expansion of existing cosmetic surgery center with full medical accommodations
Stock Island Fire Station	2014	\$3.3M	Monroe County Board of County Commissioners 1100 Simonton St, Room 2-2116 Key West, FL 33040	Stock Island, FL	Jerry Barnett, Director	(305)292-4429	William P. Horn Architects 915 Eason St. Key West, FL 33040 Phone: (305)296-8302	State of the art 8,620 sf fire station and emergency operations center. This was the first certified Green Building in Monroe County
Nelson English/Willie Ward Park	2014	\$1.5M	City of Key West 3132 Flagler Ave West, FL 33040 Devon Steckly Phone: (305)809-3747	Key West, FL	Devon Steckly	(305) 809-3747	mbjk2m Architects, Inc. 1001 Whitehead Street - Key West, Florida 33040 Phone:(305)292-7722 Email: info@mbj-k2m.com	Complete park renovation and construction of new bathroom facilities
EdgeComex	2015	1.1M	Burr Computer Environments, Inc	Doral, FL	Mark Finny	(713) 302-9270	V3 Architects Architectural Group 14850 SW 26th St, Ste 201 Miami, FL 33185 Phone:(305)559-1496 email:manuel@v3architecturalgroup.com	30,000 sf warehouse and office building

Description	Dates of Work	Value	Owner	Job Address	Contact	Phone	Architect name - Address & Phone	Scope of Work
RGA Industrial	2014	\$2.4M	PER Investment, LLC 11450 NW 34th Street Doral, FL 33178	Miami, FL	Hector Cataano	(786) 280-5100	V3 Architects Architectural Group 14850 SW 26th St, Ste 201 Miami, FL 33185 Phone: (305) 559-1496 email: manuel@v3architecturalgroup.com	30,000 sf warehouse and office building
Skybox	2014	\$3.2M	PPD Investment Holdings, LLC 7270 NW 12th St, Ste 680 Miami, Florida 33126 Phone: (305) 265-4835	Doral, FL	Paul Garian	(305) 562-1247	Rodriguez Pereira Architects, Inc. 8000 NW 7th Street, Ste 103 Miami, FL 33126 Phone: (305) 592-8045	50,000 sf tilt up warehouse
Miami International Logistics	Sept. 2013 to May 2015	\$1.9M	Keating Resources 719 Shady Avenue Geneva, Illinois 60134 email: lkavanaugh@thecastongroup.com	725 SE 9th Court Hialeah, FL	Gerard Keating	(630) 248-9969	V3 Architects Architectural Group 14850 SW 26th St, Ste 201 Miami, FL 33185 Phone: (305) 559-1496 email: manuel@v3architecturalgroup.com	Demo and retrofit warehouse & offices
ABI Warehouse	January 2014 to October 2014	\$2.3M	ABI Enterprises, LLC. 11225 NW 131 Street Medley, FL 33178	11525 NW 124th Street Medley, FL	Alfredo Adissi	(305) 790-8708	Gabrera Ramoos Architects, Inc. 9851 NW 58th Street #107 Doral, FL 33172 Phone (305) 593-0750	New construction 30,000 sf tilt-up warehouse and offices
Emerald Hills Office Building	January 2014 to May 2015	\$6.5M	GRE Property, Sheridan Hills, LLC 4400 Hollywood Blvd, Ste 530N Hollywood, FL 33021	4601 Sheridan Street, Hollywood, FL	David Loper	(954) 985-2400	IRAJ S. SHOJAIE ARCHITECT 240 Commercial Blvd, Ste 2A Lauderdale by the Sea, FL 33308	Demo of complete skin of existing 68,843 sf office building and replacing with full curtainwall system
Tri-Netra OBGYN Clinic	May 2014 to Sept. 2014	\$3.15K	Adler Group	Doral, FL	Jesus Cortes	(305) 333-1749		Demo of existing offices and retrofit for medical facility
Sugar Mills Villas, St Croix, USVI	Oct. 2014 - March 2016	12M	CDP Housing I, LLC South Biscayne Blvd, 4000 33131 Miami, FL	Christiansted, St Croix USVI	Jim Watson	(816) 509-7739	Innova Eco Building System, LLC 3300 NW 110th Street Miami, FL 33167 Phone: (786) 255-3511	34 Homes including infrastructure, roads, sidewalks and Club House. 2016 Project of the year for mainstreaming energy efficient SIP construction across the world.
Building A - Medley	2015	1.7M	EWE Land II, LTD. 10165 NW 19th Street Miami, Florida 33172	12320 NW 116th Avenue Medley, FL	Paul Douglas	(305) 593-2222	Gabrera Ramoos Architects, Inc. 9851 NW 58th Street #107 Doral, FL 33172 Phone (305) 593-0750	Tilt up warehouse - 16,460 sf
Karville HQ Miami	2015	1.2M	Karville Development Group Sw 7th Street, Suite 2103 Florida 33130 Miami,	3600 NW 59th St Hialeah, FL 33142			Archiquadra Architecture & Interior Design 3001 Ponce de Leon Blvd, Ste 102 Coral, Gables, FL 33134	
Town of Medley	2015	1.2M	The Town of Medley 7777 NW 72nd Avenue Medley, FL 33166	777 NW 72nd Avenue Medley, FL 33166	Steve Pines	(305) 588-0556	Rodriguez Pereira Architects, Inc. 8000 NW 7th Street, Ste 103 Miami, FL 33126 Phone: (305) 592-8045	Renovate the office and cells
Key West City Hall at Glynm Archer **	2014-2016	15M	City of Key West 3132 Fingler Ave West, FL 33040 Devon Stockly Phone: (305) 809-3747	Key West, FL Key West, FL Contact:	Kreed Howell	(305) 809-3963	Bender & Associates Architects 410 Key West, FL Angela Street 33040 Phone (305) 2961347	Historic renovation of Glynm Archer School and conversion to new City Hall. LEED Gold Certified facility.

ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Miami-Dade)

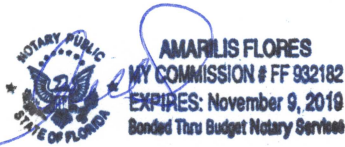
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
_____ David, W. Martinez - Burke Construction Group, Inc.

Sworn and subscribed before me this 11th day of May, 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/09/2019



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 _____
Renovation of Frederick Douglass Gym

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

whose business address is 10145 NW 19th Street - Doral, Florida 33172

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

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

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

and my relationship to the entity named above is Vice-President

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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)

05/11/2016

(date)

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 11th day of May, 2016.

My commission expires: 11/09/2019



AMARILIS FLORES
MY COMMISSION # FF 932182
EXPIRES: November 9, 2019
Bonded Thru Budget-Notary Services



NOTARY PUBLIC

INDEMNIFICATION


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

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

CONTRACTOR: Burke Construction Group, Inc.

SEAL:

10145 NW 19th Street - Doral, Fl. 33172
Address


Signature

David W. Martinez
Print Name

Vice-President
Title

DATE: 05/11/2016

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Miami-Dade)

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

By: 
David W. Martinez, VP

Sworn and subscribed before me this

11th day of May, 2016.


NOTARY PUBLIC, State of Florida



My Commission Expires: 11/09/2019

AMARILIS FLORES
MY COMMISSION # FF 932182
EXPIRES: November 9, 2019
Bonded Thru Budget Notary Services

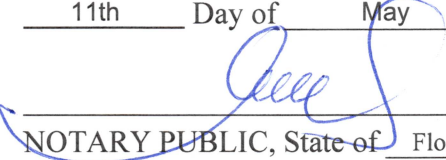
CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Miami-Dade)

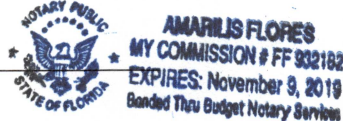
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Burke Construction Group, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive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

Sworn and subscribed before me this

11th Day of May, 2016.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/09/2019



BIDDER'S CHECKLIST

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

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

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this TBD day of _____ 2016,
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 #006-16 RENOVATION OF THE FREDERICK DOUGLAS RECREATION CENTER / PR 1206, dated the TBD day of _____ 2016, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS, SCOPE OF WORK, DRAWINGS & SPECIFICATIONS.

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 Proposal 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 on three hundred and five (305) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$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

_____ day of _____, A.D., 2016.

CITY OF KEY WEST

By _____

Title _____

CONTRACTOR

By _____
Anthony J. Burke

Title President _____

* * * * *

FLORIDA PERFORMANCE BOND

BOND NO. TBD

AMOUNT: \$ TBD

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

with offices at 10145 NW 19th Street - Doral, Florida 33172

hereinafter called the CONTRACTOR (Principal), and

Arch Insurance

with offices at 11315 Corporate Blvd #200 - Orlando, Florida

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:

TBD DOLLARS (\$), 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 TBD, 2016, 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, 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 _____ day of _____, 2016, 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: Burke Construction Group, Inc.

(SEAL)

ATTEST

SURETY

By: Arch Insurance

(SEAL)

ATTEST

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, 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 is 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 _____ day of _____, 2016, 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: _____
Burke Construction Group, Inc.

(SEAL)

ATTEST

SURETY

By: _____
Arch Insurance

(SEAL)

ATTEST

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 16-00028182 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: September 11, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

BURKE CONSTRUCTION GROUP, INC

BURKE CONSTRUCTION GROUP, INC.

3210 FLAGLER AVE

KEY WEST FL 33040



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

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

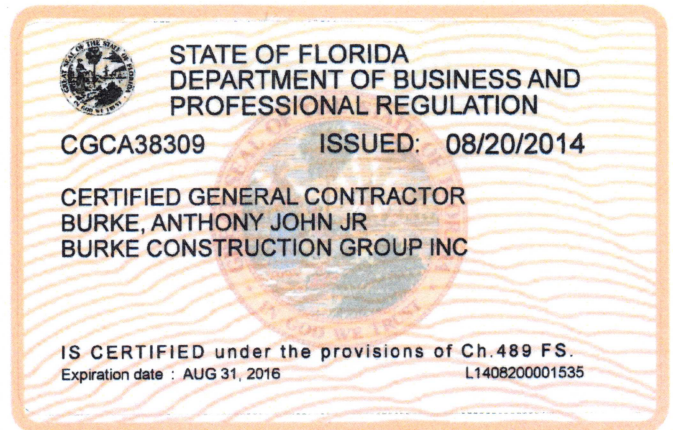
(850) 487-1395

**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 barbeque restaurants, and they keep Florida's economy strong.

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

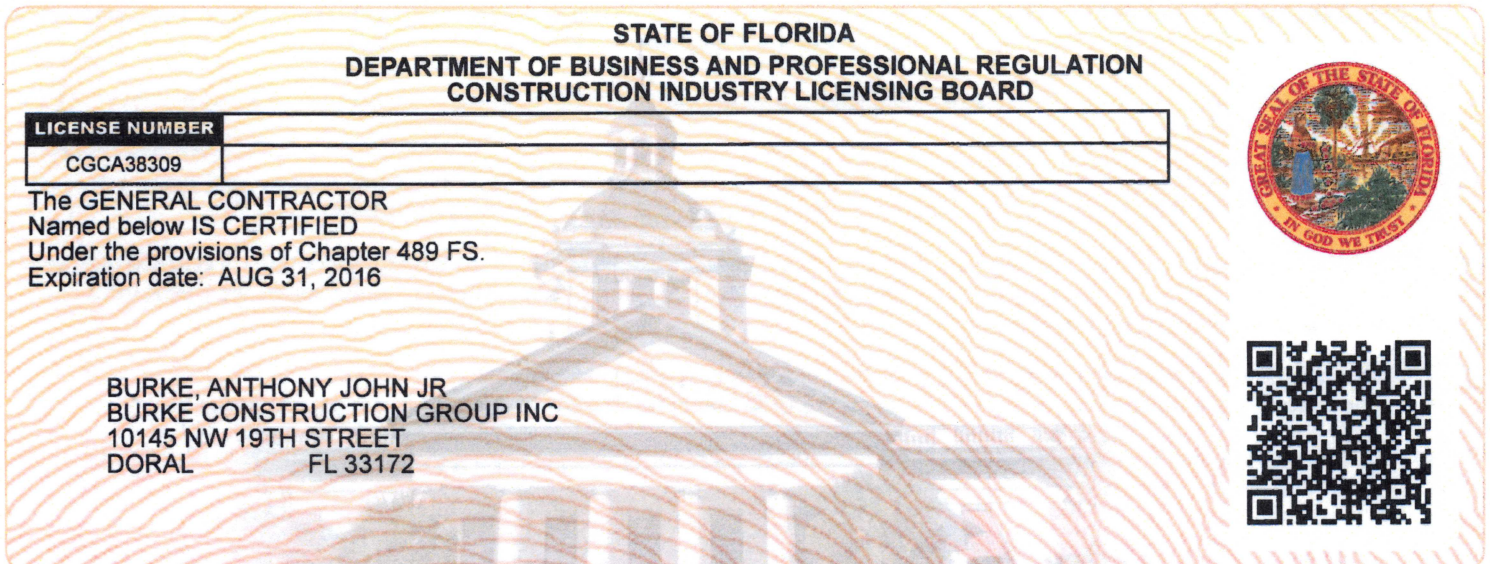
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 08/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408200001535