



5800 SW 178TH AVENUE
SOUTHWEST RANCHES, FLORIDA 33331
TELEPHONE: (954) 533-8670

PROPOSAL FOR

CITY OF KEY WEST

**REBID: TRANSIENT RESTROOM/DOCKMASTER BUILDING
CITY MARINA @ GARRISON BIGHT**

ITB#18-010

PRESENTED BY

TRON CONSTRUCTION, LLC

FEBRUARY 14, 2018

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: Tron Construction, LLC

Contact Name & Telephone #: Ana P Silveira-Sierra O: (954) 533-8670 C: (305) 796-4256

Email Address: ana.sierra@tronconstruct.com; sylvia.romans@tronconstruct.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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 a 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	1LS (68%)	\$ <u>319,964.00</u>
Transient Restroom	1LS (32%)	\$ <u>150,571.00</u>

2. Grant Requirements

Transient Restroom	1LS (100%)	\$ <u>12,065.00</u>
--------------------	------------	---------------------

3. Demolition (includes all labor, equipment and disposal for a complete product)

Dockmaster / Maintenance	1LS (50%)	\$ <u>25,000.00</u>
Transient Restroom	1LS (50%)	\$ <u>25,000.00</u>

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

Dockmaster / Maintenance	1LS (68%)	\$ <u>77,218.00</u>
Transient Restroom	1LS (32%)	\$ <u>36,338.00</u>

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

Dockmaster / Maintenance	1LS (50%)	\$ <u>81,500.00</u>
Transient Restroom	1LS (50%)	\$ <u>81,500.00</u>

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

Dockmaster / Maintenance	1LS (68%)	\$ <u>344,080.00</u>
Transient Restroom	1LS (32%)	\$ <u>161,920.00</u>

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

Dockmaster / Maintenance	1LS (68%)	\$ <u>130,220.00</u>
Transient Restroom	1LS (32%)	\$ <u>61,281.00</u>

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

Dockmaster / Maintenance 1LS (79%) \$ 29,589.00

Transient Restroom 1LS (21%) \$ 7,866.00

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

Dockmaster / Maintenance 1LS (72%) \$ 21,414.00

Transient Restroom 1LS (28%) \$ 8,329.00

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

Dockmaster / Maintenance 1LS (68%) \$ 90,392.00

Transient Restroom 1LS (32%) \$ 42,538.00

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

Dockmaster / Maintenance 1LS (31%) \$ 16,430.00

Transient Restroom 1LS (69%) \$ 36,570.00

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

Dockmaster / Maintenance 1LS (50%) \$ 139,248.50

Transient Restroom 1LS (50%) \$ 139,248.50

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

Dockmaster / Maintenance 1LS (50%) \$ 18,898.50

Transient Restroom 1LS (50%) \$ 18,898.50

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

1 LS \$ 25,000

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of BASE BID lump sum items 1 - 14 \$ 2,101,079.00

Two Million, One Hundred One Thousand, Seventy-Nine Dollars & Zero 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 metal roofing. White finish as specified in section 07617 sheet A-8.

1 LS \$ 3,000.00

2. Provide IPE wood decking (5/4 x 6 premium, square edge) in-lieu of 5/4 x 6 PT wood decking for the stairs and covered porch decks.

1 LS \$ 8,000.00

3. Provide PT wood louver panels in-lieu of PT wood lattice panels (vertical pattern) to infill the holes for the crawl space.

1 LS \$ 6,400.00

4. Reconstruct approximately 6,700sf asphalt, Sub-base and base material.

1 LS \$ 40,200.00

ALLOWANCE ITEM:

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

Per FOOT unit price \$ 120.00 /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 %.



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.

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

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 _____ Tron Construction, LLC
Name of Business

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid

KNOW ALL MEN BY THESE PRESENTS, that Tron Construcion, LLC

5800 SW 178th Ave., SW Ranches, FL 33331

hereinafter called the PRINCIPAL, and Berkley Insurance Company

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

having its principal place of business at 412 Mount Kemble Avenue, Suite 310N,

in the State of Morristown, NJ 07960

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

City of Key West, FL, 1300 White Street, Key West, FL

hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid -----

DOLLARS (\$ 5% of Bid Amount) 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.

Tron Construction, LLC

By 

PRINCIPAL

Berkley Insurance Company

SURETY

By 

Attorney-In-Fact Dale A. Belis

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dale A. Belis of Marsh & McLennan Agency, LLC of Palm Beach Gardens, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of September, 2015.

Attest:

(Seal) By Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of September, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 14th day of February, 2018

(Seal) Andrew M. Puma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

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.)

Structure	\$340,000.00	
Framing & Drywall	\$30,000.00	

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:

Electrical
Portion of Work

Florida Keys Electric Inc.
Name

5730 2nd Avenue, Key West, FL, 33040
Street City State Zip

Site/Utilities
Portion of Work

Charley Toppino & Sons
Name

125 Toppino Industrial Drive, Key West, FL, 33040
Street City State Zip

Plumbing
Portion of Work

Florida State Plumbing, Inc.
Name

7310 SW 14 Street, Miami, FL, 33144
Street City State Zip

HVAC
Portion of Work

Chill Air Conditioning Service, Inc.
Name

12973 SW 112 Street, #179, Miami, FL, 33186
Street City State Zip

SURETY

Berkley Insurance Company whose address is
412 Mount Kemble Ave, Ste 310N, Morristown, NJ, 07960
Street City State Zip
(800) 456-5486 Dale A Belis
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Tron Construction, LLC

_____ doing business
at

1792 Bell Tower Lane, Weston, FL, 33326
Street City State Zip

ana.sierra@tronconstruct.com
email address

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

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

Name	Title
<u>Ana Paula Silveira-Sierra</u>	<u>Owner/Manager</u>
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

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

Signature of Bidder


Title

If Corporation

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


(SEAL)

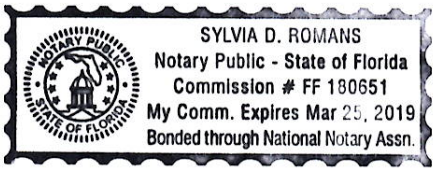
Tron Construction, LLC
Name of Corporation

By 
Ana P Silveira-Sierra
Title Owner/Manager

Attest _____

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


NOTARY PUBLIC, State of Florida, at Large
Sylvia D Romans, Comm #FF180651
My Commission Expires: 3/25/2019



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

* * * * *

Tron Construction, LLC References and Experience

DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
2001- Present	Homestead Housing Authority 29355 S Federal Hwy, Homestead, FL 33030	\$2,100,000 to \$4,780,099
	PHONE: 305-247-0639	
	FAX: 305-245-7195	
	EMAIL: swhite@hhahousing.org	
PROJECT & LOCATION: Multiple projects located in Homestead, FL		



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
2001	City of Plantation 400 NW 73rd Avenue, Plantation, FL 33317	\$2,100,000
	PHONE: 954-797-2648	
	FAX: 954-797-2761	
	EMAIL: dezzeddine@plantation.org	
PROJECT & LOCATION: 46th Avenue (Jim Ward) Community Center, 301 NW 46th Avenue, Plantation, FL		



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
7/28/2004	City of Plantation 400 NW 73rd Avenue, Plantation, FL 33317	\$2,861,802
	PHONE: 954-797-2648	
	FAX: 954-797-2761	
	EMAIL: dezzeddine@plantation.org	
PROJECT & LOCATION: Plantation Preserve Golf Course & Club House, 7050 W Broward Blvd, Plantation, FL		



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
11/3/2004	City of Plantation 400 NW 73rd Avenue, Plantation, FL 33317	\$3,400,000
	PHONE: 954-797-2648	
	FAX: 954-797-2761	
	EMAIL: dezzeddine@plantation.org	
PROJECT & LOCATION: Plantation Police Dept Expansion, 451 NW 70th Ter, Plantation, FL		



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
7/19/2005	City of Sunny Isles Beach 18070 Collins Avenue, Sunny Isles Beach, FL 33160	\$7,186,423
	PHONE: 954-921-7781	
	FAX:	
	EMAIL: ssimpson@sibfl.net	
PROJECT & LOCATION: 181 Active (Pelican) Park, 18115 North Bay Road, Sunny Isles Beach, FL		



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
08/2013	Bank of America and Tampa Housing Authority	\$8,313,283
	5301 W Cypress Street, Tampa, FL 33607	HUD
	PHONE: 202-442-7526	Florida
	FAX:	Tax
	EMAIL: maurice.perry@baml.com	Credit
PROJECT & LOCATION: The Reed at Encore, 1240 Ray Charles Blvd, Tampa, FL		LEED - Silver



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
08/2012	Miami Dade County	\$15,360,953
	3550 S Tamiami Trail, Ste 301, Sarasota, FL 34239	Miami
	PHONE: 305-375-5289	Dade
	FAX: 305-375-4726	County
	EMAIL: jesus.farinas@miamidade.gov	Bond
PROJECT & LOCATION: Gran Via Elderly Apartments, SW 127th Avenue and SW 8th Street, Miami, FL		LEED - Silver



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
06/2010	Everglades Community Association	\$2,795,762
	19308 S.W. 380th Street, Homestead, FL 33034	USDA
	PHONE: 305-242-2142	Rural Dvlp
	FAX:	
	EMAIL: kirknet@yahoo.com	
PROJECT & LOCATION: Everglades Farmworker Village Phase 3B, Homestead, FL		



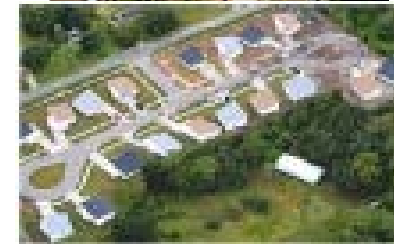
DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
11/27/2012	Cutler Bay Centre Associates	\$8,313,283
	15715 S Dixie Hwy, Ste 203, Miami, FL 33157	
	PHONE: 305-926-1920	
	FAX: 305-675-8194	
	EMAIL: andyatrio@yahoo.com	
PROJECT & LOCATION: Cutler Bay Senior Housing, 11150 SW 211th Street, Cutler Bay, FL		



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
2/10/2014	Beneficial Communities	\$15,360,953
	3550 S Tamiami Trail, Ste 301, Sarasota, FL 34239	
	PHONE: 941-929-1270	
	FAX: 941-929-1271	
	EMAIL: dpaxton@beneficialcom.com	
PROJECT & LOCATION: Metro South Senior Apartments, 6101 SW 72nd Street, South Miami, FL		



DATE OF CONTRACT	CLIENT'S NAME & ADDRESS	CONTRACT AMOUNT
4/1/2015	Big Cypress Housing Corp.	\$2,130,000
	PO Box 343529, Florida City, FL 33034	
	PHONE: 305-242-2142	
	FAX:	
	EMAIL: kirknet@yahoo.com	
PROJECT & LOCATION: Hatcher's Preserve, 3180 West Clox Drive, Immokalee, FL		

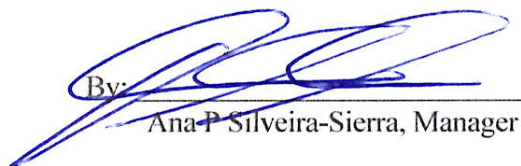


NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA) :

SS COUNTY OF BROWARD)

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

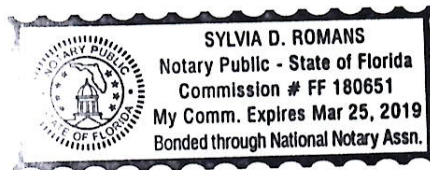
By: 
Ana-P Silveira-Sierra, Manager

Sworn and subscribed before me this

14th day of February, 2018.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 3/25/2019



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF BROWARD)

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: _____



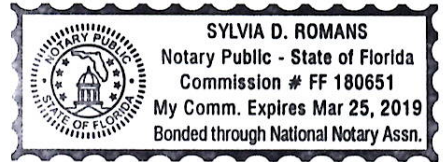
Ana P-Silveira-Sierra, Tron Construction, LLC, Owner/Manager

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



NOTARY PUBLIC, State of Florida, at Large

Sylvia D Romans, Comm #FF180651
My Commission Expires: 3/25/2019



* * * * *

**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 ITB #18-010 Transient Restrooms/
Dockmaster Building

2. This sworn statement is submitted by Tron Construction, LLC
(name of entity submitting sworn statement)

whose business address is 1792 Bell Tower Lane, Weston, FL 33326

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-3281829

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

3. My name is Ana P Silveira-Sierra
(please print name of individual signing)

and my relationship to the entity named above is Owner/Manager

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)

2/14/2018

 (date)

STATE OF FLORIDA

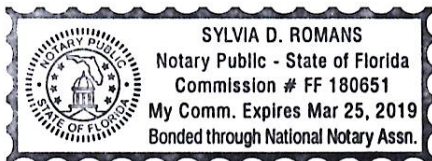
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Ana P Silveira-Sierra 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: 3/25/2019





 NOTARY PUBLIC
 Sylvania D Romans, Comm #FF180651

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: Tron Construction, LLC

SEAL:

1792 Bell Tower Lane, Weston, FL 33326

Address

Signature

Ana Silveira-Sierra

Print Name

Owner/Manager

Title

DATE: 2/14/2018

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

NOTARY PUBLIC, State of Florida, at Large

Sylvia D Romans, Comm #FF180651

My Commission Expires: 3/25/2019



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that the firm of Tron Construction, LLC

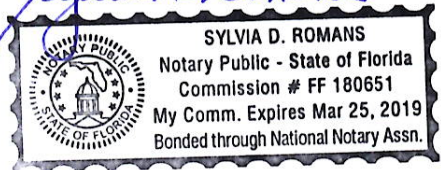
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____



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

NOTARY PUBLIC, State of Florida, at Large
Sylvia D Romans, Comm #FF180651
My Commission Expires: 3/25/2019



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Tron Construction, LLC 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: _____

Ana Silveira-Sierra
Ana Silveira-Sierra, Owner/Manager

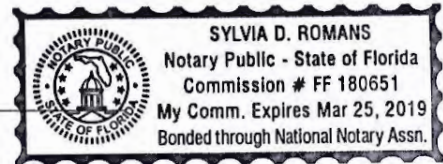
Sworn and subscribed before me this

14th day of February 2018.

Sylvia D. Romans

NOTARY PUBLIC, State of Florida at Large

Sylvia D Romans, Comm #FF180651
My Commission Expires: 3/25/2019



* * * * *

Not applicable to Tron Construction, LLC as a General Contractor.
We will, however, use as much local labor, vendors and subcontractors, as possible,
during the construction of this project.

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

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

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

- ✓ • Not a local vendor pursuant to Code of Ordinances Section 2-798
- Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

Business Name

Phone:

Current Local Address:
(P.O Box numbers may not be used to establish status)

Fax:

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

Encrypted Message

sylvia.romans@tronconstruct.com

Sign Out



RE: DBPR-Licensed Contractor Registration - Tron Construction, LLC



Amanda Brady <abrady@cityofkeywest-fl.gov>

Today, 3:58 PM

Sylvia Romans <sylvia.romans@tronconstruct.com>

Reply all |

This message has been marked as Confidential.

Good Afternoon,

Tron Construction LLC is now registered with the city of Key West. Registration #CR-2086. In order for us to keep your registration active please send updated insurance forms as they come available to you.

Have a nice day.

From: Sylvia Romans [mailto:sylvia.romans@tronconstruct.com]
Sent: Monday, February 12, 2018 2:06 PM
To: Licensing <licensing@cityofkeywest-fl.gov>
Cc: Ana Silveira-Sierra <Ana.sierra@tronconstruct.com>
Subject: DBPR-Licensed Contractor Registration - Tron Construction, LLC
Importance: High
Sensitivity: Confidential

To Whom It May Concern,

Please find, attached to this email, Tron Construction's application for the Key West DBPR-Licensed Contractor Registration. The application includes our Florida DBPR license, GL and WC insurance, as well as our Broward (County) and Weston (Municipality) Business Tax Receipts.

Please advise if you require any further documentation.

Thank you,



Message Encryption by Microsoft Office 365

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.



Owner/Manager
(Signature and Title of Authorized Representative)

Tron Construction, LLC

Contractor Name

1792 Bell Tower Lane

Contractor Street Address

Weston, FL 33326

City, State, ZIP Code

In addition to the Certifications and Assurances to be signed by the Contractor, the following are applicable to this Contract:

PUBLIC ENTITY CRIMES.

A. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

B. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the City of Key West within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Certifications and Assurances.** Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the City's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto. This includes the Certification Regarding Public Entity Crimes.

PUBLIC RECORDS.

Pursuant to Section 119.0701, F.S., A) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. B) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law. C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. D) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

RECORD KEEPING REQUIREMENTS.

A. **Contractor Responsibilities.** The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records. The Contractor shall allow the Florida Fish and Wildlife Conservation Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention. Project records shall be maintained for five (5) years following the close of this Contract. The Contractor shall cooperate with the City to facilitate the duplication and transfer of such records upon the City's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, the Contractor shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

FEDERAL FUNDS. This Agreement relies on federal funds, therefore, the following terms and conditions apply:

Compliance with all federal laws, rules, and regulations, including but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity." as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other agreements which involve the employment of mechanics or laborers)
- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

SUBCONTRACTS.

Each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

NONDISCRIMINATION.

A. Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Contractor has a continuing duty to disclose to the City whether they appear on the discriminatory vendor list.

PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with federal Executive Order 96-236, the employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract if the Contractor knowingly employs unauthorized aliens.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor

of Florida, requires contracts in excess of nominal value to expressly require the: 1.) utilization of the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and,

2.) inclusion in all subcontracts under this Contract, of the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's EVerify system can be found online at

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. Enrollment in E-Verify. If you do not have an E-Verify MOU in effect, you must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

D. E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the City may treat a failure to comply as a material breach of the Contract.