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**PART 1**  
**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB #003-16 MALLORY SQUARE PUBLIC BATHROOM IMPROVEMENTS, 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 3:30 pm on Wednesday, DECEMBER 09, 2015 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR MALLORY SQUARE PUBLIC BATHROOM IMPROVEMENTS" addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all materials, equipment and labor necessary to accomplish the following:

- A. Plumbing improvements as shown on "Mallory Square Toilet Facility" drawings; and
- B. Replacement of all plumbing fixtures, doors, dispensers, painting & cleaning of floors and walls as shown on "Mallory Square Public Bathroom Improvements" drawing.

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

A Pre - Bid meeting will be held at City Manager's Conference Room, on NOVEMBER 19, 2015 @ 10:00 A.M. located at 3132 Flagler Avenue

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

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

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

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

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of

business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

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

**Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Janet Muccino, Project Manager, at [jmuccino@cityofkeywest-fl.gov](mailto:jmuccino@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 ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes 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 ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions

and surface topography at the worksite.

Each Bidder shall inform 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 BID

A. LUMP SUM

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

**The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.** Payment to the Contractor will be made on the measurement of the work actually 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. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a

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

C. SPECIAL BIDDING REQUIREMENTS

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

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

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

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

D. ATTACHMENTS

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

Anti-Kickback Affidavit  
Public Entity Crimes Form  
Indemnification Form  
City of Key West Business License Tax Receipt  
Local Vendors Form  
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 Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

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

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds (**Not required for of this contract**), each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

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

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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



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

17. TIME OF COMPLETION

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

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

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

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

**PROPOSAL FORM**

To: The City of Key West  
Address: 3126 Flagler Street, Key West, Florida 33041  
Project Title: MALLORY SQUARE PUBLIC BATHROOM  
IMPROVEMENTS  
ITB # 003-16

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

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

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied 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 Bid.

**CONTRACT EXECUTION**

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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

LIQUIDATED DAMAGES

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(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 & UNIT PRICE 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.

**PROPOSAL FORM**

**TOTAL LUMP SUM BASE BID:**

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

LUMP SUM \$ \$151,412.00

One hundred fifty one thousand four hundred twelve----- Dollars & zero Cents  
(amount written in words)

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

**Schedule of Values**

1	General Conditions:	\$35,759.00
2	Temp Bathrooms:	\$19,882.00
3	Div. 8 - Openings:	\$12,220.00
4	Div. 9 Finishes	\$12,026.00
5	Div. 10 – Specialties	\$25,687.00
6	Div. 22 - Plumbing:	\$34,640.00
7	Div. 23 - Ventilation	\$210.00
8	Div. 26 - Electrical:	\$10,988.00
9	Total Bid:	\$151,412.00

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

Div. 26: Electrical	\$10,988.00
Div. 23: Ventilation (wall exhaust fan)	210.00
Div. 10: Specialties (bathroom accessories, partition, mirrors, etc.)	25,687.00
Div. 9: Finishes (pressure wash, painting, cleaning and grouting)	12,026.00
Div. 8: Openings (doors and frames)	12,220.00

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:

Gary's Plumbing and Fire

\_\_\_\_\_  
Name

\_\_\_\_\_  
6409 2nd Terrace, Suite 1, Key West, Florida, 33040  
Street City State Zip

Waste Management, Inc. of Florida Keys

\_\_\_\_\_  
Name

\_\_\_\_\_  
125 Toppino Industrial Drive, Key West, Florida, 33040  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

SURETY

Traveler's Casualty & Surety Co. of America, c/o Nielson, Hoover & Co. Inc. whose address is

8000 Governors Square Blvd., Suite 101, Miami Lakes, FL, 33016  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Pedro Falcon Electrical Contractors, Inc. d/b/a Pedro Falcon Contractors, Inc. doing business at

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

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

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

Christian Brisson, as Director, President, Secretary \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



If Sole Proprietor or Partnership

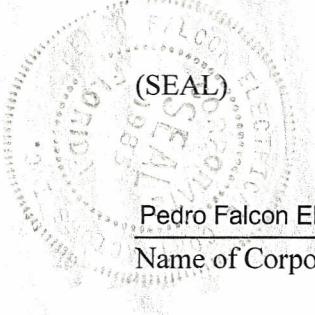
IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
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 9 day of December 2015.




Pedro Falcon Electrical Contractors, Inc.

\_\_\_\_\_  
Name of Corporation

By 

Title Christian Brisson, as President

Attest   
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

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

1. 

<u>Project:</u>	<u>Marathon Airport Customs Facility, Guardian Ad Litem</u>
<u>Location:</u>	<u>Marathon Airport, Marathon, Florida</u>
<u>Contract Amount:</u>	<u>\$1,343,787.03</u>
<u>Dates of Performance:</u>	<u>October 2014 to Present</u>
<u>Owner:</u>	<u>Monroe County Board of County Commissioners</u>
<u>Owner Contact:</u>	<u>Doug Sposito, 305-292-4416</u>
<u>Engineer:</u>	<u>K2M</u>
<u>Engineer Contact:</u>	<u>Joseph Scarpelli, 305-292-7722</u>
<u>Description of Work:</u>	<u>Renovation to an existing airport terminal to include Federal Customs Facility. Including:</u>
	<u>flooring, division 10 specialties, plumbing, security systems, toilet compartments-including</u>
	<u>detention bathrooms, detention equipment.</u>
	<u></u>
	<u></u>

Please see attached for additional projects.

Pedro Falcon Electrical Contractors, Inc.

Project Experience

Project Location: Marathon City Hall  
Marathon, Florida

Description of Work: New one-story 13,951 SF elevated concrete city hall building, with ADA compliance

Contract Amount: \$4,512,092.64

Dates of Performance: December 2014 to Present

Owner: City of Marathon

Owner Contact: Carlos Solis, Director of Public Works & Engineering  
305-289-5008

Engineer: K2m

Engineer Contact: Scott Maloney, 216-357-2794

Project Location: Monroe County Fire Training Academy  
Marathon (Crawl Key), Florida

Project Description: New one-story 5,625 SF concrete building

Contract Amount: \$1,828,107.03

Dates of Performance: July 2015 to Present

Owner: Monroe County Board of County Commissioners

Owner Contact: Doug Sposito, Director of Project Management  
305-292-4416

Engineer: William P. Horn Architect, PA

Engineer Contact: William Horn, 305-296-8302

Pedro Falcon Electrical Contractors, Inc.

Project Experience

Project Location:	City Cemetery, 701 Passover Lane Key West, Florida
Project Description:	New cemetery house with ADA compliance
Contract Amount:	\$450,459.25
Dates of Performance:	June 2015 to Present
Owner:	City of Key West
Owner Contact:	L. Kreed Howel, Sr. Construction Manager 305-809-3963
Engineer:	City of Key West
Engineer Contact:	Devon Steckly, Sr. Project Manager 305-809-3747
Project Location:	Conch Key Fire Station #17 Marathon (Conch Key), Florida
Project Description:	New 2-story fire station
Contract Amount:	\$1,955,787.10
Dates of Performance:	November 2012 to June 2013
Owner:	Monroe County Board of County Commissioners
Owner Contact:	Kevin Wilson, Director of Facilities Development 305-292-4439
Engineer:	William P. Horn Architect, PA
Engineer Contact:	William Horn, 305-296-8302

**FLORIDA BID BOND**

BOND NO. Bid Bond

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Pedro Falcon Electrical Contractors, Inc.

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hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

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

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having its principal place of business at One Tower Square, Hartford, CT 06183

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in the State of Connecticut,

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

The City of Key West

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

DOLLARS (\$ 5% of Amount Bid ) 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 for the  
MALLORY SQUARE PUBLIC BATHROOM IMPROVEMENTS, said Bid, by reference  
thereto, being hereby made a part hereof.

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

**MALLORY SQUARE PUBLIC BATHROOM IMPROVEMENTS**

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds (**Not required for this contract**), 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 9th day of December, 2015.

PRINCIPAL  
Pedro Falcon Electrical Contractors, Inc.

By [Signature]

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

Travelers Casualty and Surety Company of America

SURETY

By [Signature]

Charles J. Nielson, Attorney In Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225989

Certificate No. 006561013

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of November, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of November, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of December, 20 15.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary




To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



ANTI – KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

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

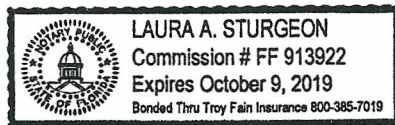
By:   
Christian Brisson, as President of Pedro Falcon Electrical Contractors, Inc.

Sworn and subscribed before me this 9 day of December, 2015.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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

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

1. This sworn statement is submitted with Bid or Bid for Mallory Square Public Bathroom  
Improvements, ITB #003-16

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

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

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

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

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

and my relationship to the entity named above is as Director, President, Secretary

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

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

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


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

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

       The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

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

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



\_\_\_\_\_  
(Signature)  
December 09, 2015

\_\_\_\_\_  
(Date)

STATE OF FLORIDA

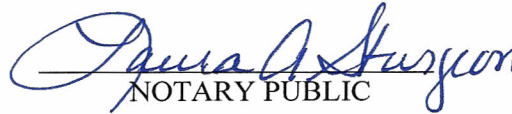
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 9 day of December, 2015.

My commission expires:

  
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.

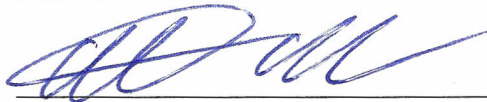
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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: Pedro Falcon Electrical Contractors, Inc.

SEAL:

31160 Avenue C, Big Pine Key, FL 33043

Address



Signature

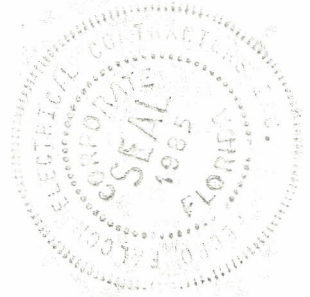
Christian Brisson

Print Name

as President

Title

DATE: December 09, 2015



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

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

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

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

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

Current Local Address: 31160 Avenue C, Big Pine Key, FL 33043 Fax: 305-872-2219  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 20 years

[Signature] Date: December 09, 2015  
Signature of Authorized Representative

STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 9 day of December, 2015.

By Christiane Brisson, as President, of Pedro Falcon Electrical Contractors, Inc.  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ personally known \_\_\_\_\_ as identification  
(Type of identification)

[Signature]  
Signature of Notary

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

 \_\_\_\_\_  
Name of Notary  
Title or Rank

# 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 PEDRO FALCON ELECTRICAL CONTR CtlNbr:0004028  
Location Addr 31160 AVE C FALCON BLDG  
Lic NBR/Class 15-00004033 CONTRACTOR - CERT ELECTRICAL  
Issue Date: September 10, 2014 Expiration Date:September 30, 2015  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments: \_\_\_\_\_

User: KEYWBLD Type: OC Drawer: 1  
Date: 9/11/14 54 Receipt no: 48821  
2015 4833

DR LIC OCCUPATIONAL RENEWAL  
1.00 \$309.75  
3020408  
CK CHECK 48170 \$309.75

This document must be prominently displayed.

PEDRON FALCON ELECTRICAL CONTR

PEDRO FALCON ELECTRICAL CONTR  
31160 AVENUE C

Trans date: 9/11/14 Time: 14:47:31

BIG PINE KEY FL 33043

# 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 PEDRO FALCON ELECTRICAL (CGC) CtlNbr:0017630  
Location Addr 31160 AVE C  
Lic NBR/Class 15-00021608 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: September 10, 2014 Expiration Date:September 30, 2015  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments: \_\_\_\_\_

User: KEYWBLD Type: OC Drawer: 1  
Date: 9/11/14 54 Receipt no: 48800  
2015 21688

DR LIC OCCUPATIONAL RENEWAL  
1.00 \$309.75  
3020306  
CK CHECK 48169 \$309.75

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL CONTRA

PEDRO FALCON ELECTRICAL (CGC)  
31160 AVE C

Trans date: 9/11/14 Time: 14:25:07

BIG PINE KEY FL 33043

**2014 / 2015  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2015**

Business Name: PEDRO FALCON ELECTRICAL CONTRACTORS INC  
 Owner Name: PEDRO FALCON, CHRISTIAN N BRISSON  
 Mailing Address: QUALIFIER, ROBERT D ALLSBROOK  
 31160 AVE C  
 BIG PINE KEY, FL 33043

RECEIPT# 30140-9801  
 Business Location: 31160 AVE C  
 BIG PINE KEY, FL 33043  
 Business Phone: 305-872-2200  
 Business Type: CONTRACTOR (GENERAL/ELECTRICAL 3RD QUALIFIER STATE LIC EC13003416)

Employees 10

STATE LICENSE: EC0001491/CGC1507617/

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 105-13-00005052 09/08/2014 25.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
PO Box 1129, Key West, FL 33041

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

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2015

Business Name: PEDRO FALCON ELECTRICAL CONTRACTORS INC  
 Owner Name: PEDRO FALCON, CHRISTIAN N BRISSON  
 Mailing Address: QUALIFIER, ROBERT D ALLSBROOK  
 31160 AVE C  
 BIG PINE KEY, FL 33043

RECEIPT# 30140-9801  
 Business Location: 31160 AVE C  
 BIG PINE KEY, FL 33043  
 Business Phone: 305-872-2200  
 Business Type: CONTRACTOR (GENERAL/ELECTRICAL 3RD QUALIFIER STATE LIC EC13003416)

Employees 10

STATE LICENSE: EC0001491/CG

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00


Paid 105-13-00005052 09/08/2014 25.00



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

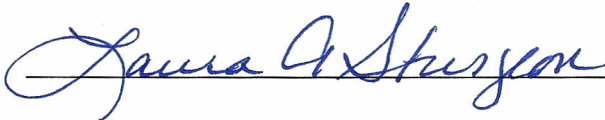
STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of Pedro Falcon Electrical Contractors, 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:   
Christian Brisson, as President

Sworn and subscribed before me this

9 Day of December, 2015.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_




**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                    )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Pedro Falcon Electrical Contractors, 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.

Sworn and subscribed before me this

9 Day of December, 2015.

  
\_\_\_\_\_

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: \_\_\_\_\_



## BIDDER'S CHECKLIST

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

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



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

**ELECTRICAL CONTRACTORS LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**RECEIVED**

SEP 09 2014

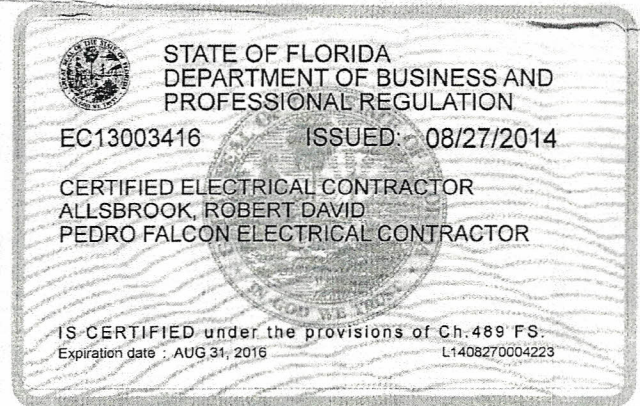
**PFEC**

ALLSBROOK, ROBERT DAVID  
PEDRO FALCON ELECTRICAL CONTRACTORS INC  
31160 AVENUE C  
BIG PINE KEY FL 33043

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](http://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

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD**

**LICENSE NUMBER**

EC13003416

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

ALLSBROOK, ROBERT DAVID  
PEDRO FALCON ELECTRICAL CONTRACTORS INC  
31160 AVENUE C  
BIG PINE KEY FL 33043



ISSUED: 08/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408270004223



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

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

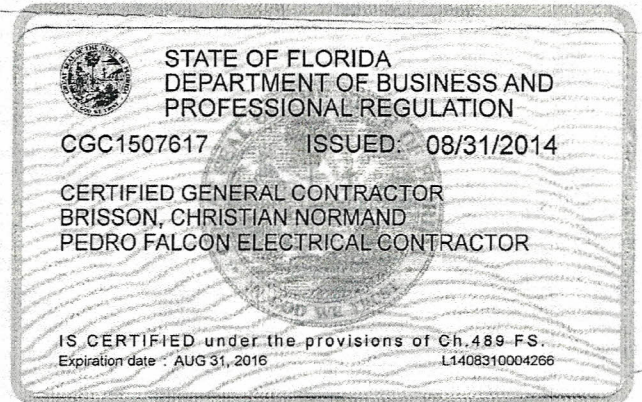
**(850) 487-1395**

**BRISSON, CHRISTIAN NORMAND  
PEDRO FALCON ELECTRICAL CONTRACTORS INC  
653 BLACK BEARD RD  
LITTLE TORCH KEY FL 33042**

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](http://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

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER**

CGC1507617

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

**BRISSON, CHRISTIAN NORMAND  
PEDRO FALCON ELECTRICAL CONTRACTORS INC  
31160 AVENUE C  
BIG PINE KEY FL 33043**



# 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

Island City

Business Name PEDRO FALCON ELECTRICAL (CGC) CtlNbr:0017630  
Location Addr 31160 AVE C  
Lic NBR/Class 16-00021608 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: September 15, 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.

PEDRO FALCON ELECTRICAL (CGC)  
31160 AVE C  
BIG PINE KEY FL 33043

PEDRO FALCON ELECTRICAL CONTRA

Oper: KEYWBLD Type: OC Drawer: 1  
Date: 9/22/15 55 Receipt no: 38303  
2016 21608  
OR LIC OCCUPATIONAL RENEWAL  
1.00 \$325.00  
Trans number: 3067796  
CK CHECK 41385 \$325.00  
Trans date: 9/22/15 Time: 11:24:52

# 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

Island City

Business Name PEDRO FALCON ELECTRICAL CONTR CtlNbr:0004028  
Location Addr 31160 AVE C FALCON BLDG  
Lic NBR/Class 16-00004033 CONTRACTOR - CERT ELECTRICAL  
Issue Date: September 15, 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.

PEDRO FALCON ELECTRICAL CONTR  
31160 AVENUE C  
BIG PINE KEY FL 33043

PEDRON FALCON ELECTRICAL CONTR

Oper: KEYWBLD Type: OC Drawer: 1  
Date: 9/22/15 55 Receipt no: 38305  
2016 4033  
OR LIC OCCUPATIONAL RENEWAL  
1.00 \$325.00  
Trans number: 3067797  
CK CHECK 41386 \$325.00  
Trans date: 9/22/15 Time: 11:25:17

**2015 / 2016  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2016**

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL  
CONTRACTORS INC

Owner Name: PEDRO FALCON, CHRISTIAN N BRISSON  
Mailing Address: QUALIFIER, ROBERT D ALLSBROOK  
31160 AVE C  
BIG PINE KEY, FL 33043

Business Location: 31160 AVE C  
BIG PINE KEY, FL 33043  
Business Phone: 305-872-2200  
Business Type: CONTRACTOR (GENERAL/ELECTRICAL 3RD  
QUALIFIER STATE LIC EC13003416)

Employees 10

STATE LICENSE: EC0001491/CGC1507617/

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 103-14-00007323 09/14/2015 25.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

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

**MONROE COUNTY BUSINESS TAX RECEIPT**

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

**EXPIRES SEPTEMBER 30, 2016**

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL  
CONTRACTORS INC

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Paid 103-14-00007323 09/14/2015 25.00



## THE CITY OF KEY WEST

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

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### ADDENDUM NO. 1

#### MALLORY SQUARE PUBLIC RESTROOM IMPROVEMENTS / ITB 03-016

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby addended in accordance with the following items:

Below Number 1-9 are questions submitted in writing from a potential bidder with answers in *bold & italics*

1. Drawing P-1 indicates that fixtures are to remain if undamaged however the specs and City of Key West drawings say to replace and install new fixtures. Which drawing is correct? ***All existing fixtures are to be replaced with new fixtures***
2. Note #17 on P-1 says all lighting fixtures will be replaced with new fixtures and LED bulbs. Can you please provide the make and model of existing fixtures to be replaced? ***Install Lithonia Lighting LBLED Low-Profile Curved-Basket LED Wraparound (Catalogue # LBL4 LP840<sup>1</sup>, UPC# 753573917632) or equal***
3. Drawings say to remove and replace existing interior doors. What type of doors (make, model, and material), locks and hardware are we to replace the existing doors with? ***Replace interior doors with Commercial Door & Frame (CDF) Hollow Metal Door with Metal Louvers 50% coverage, including frame, kick plates, wall stop, threshold, locks & stainless steel hardware (or equal). All must be ADA compliant. Install new diamond plate metal door to plumbing chase includes all appurtenances.***
4. Notes 14 &15 on P-1 specify new signs to be installed. No specifics are given on type, size, and wording of these signs, please specify. ***Please see answer below under PAGE 2 Notes***
5. Page 5, Section C: Special Bidding Requirements states "The Bidder shall submit with his Bid his experience record showing his experience and expertise in roof construction and related work." Is this correct? ***No, that is not correct***



6. Is Builders Risk required? Flood will be impossible and if it can be found-the cost would be astronomical. *No, Builders risk is not required*
7. Is Builders Risk required? Flood will be impossible and if it can be found-the cost would be astronomical. *Please see answer to #6*
8. Is Bidder required to submit Part 2 Contract Documents? If so, what should the Bidder complete in this section? *No, do not submit Part 2 Contract Documents*
9. The note #1 and #2 on the referenced drawing shows replacing the existing recessed automatic flush valves with "Selectronic Automatic Flush Valves" They do not refer to a particular model or whether it will continue to be recessed or exposed. Please provide mounting type. *Please see answer below under PAGE 2 Notes*

Please *revise* the following items in the Invitation to Bid:

**Page 75 / Scope of Work Section: 1.2 CONTRACTOR'S DUTIES:**

Item A. 3. Last sentence: The units shall be new or like new condition and shall be cleaned and emptied daily.

**Revision:** The units shall be new or like new condition and shall be cleaned and *emptied twice a day. All toilet tissue and liquid hand sanitizer to be supplied and replenished by contractor twice a day and/or as needed.*

Please *add/delete/revise* the following items to the:

**CITY OF KEY WEST / MALLORY SQUARE PUBLIC BATHROOM  
IMPROVEMENTS Drawings page 1 & 2:**

**PAGE 1: Delete:** REMOVE & REPLACE EXISTING JANITORS SINK

**Add:** *CLEAN EXISTING JANITORS SINK*

**Delete:** *REHANG & REPAINT EXISTING EXTERIOR DOORS*

**PAGE 2 Notes:**

**# 1&2: Delete:** SELECTRONIC AUTOMATIC FLUSH VALVE

**Add:** Sloan 603 & 603-1.6 Closet Flush Valve 3918196

**Add:** *Sloan Royal Concealed Urinal Flushometers ¾" Rear Spud  
Model 195 ES-S TMO SWB*

**Add:** *Sloan Royal Concealed Closet Flushometers 1½" Rear Spud  
Model 152 ES-S TMO SWB*

**# 9: *Delete:* REMOVE & REPLACE EXISTING JANITORIAL SINK  
*Add:* CLEAN JANITORIAL SINK**

**# 11: *Delete:* SELECTRONIC CAST PROXIMITY METERING FAUCTES  
*Add:* AMERICAN STANDARD METERING PILLAR TAP FAUCETS  
1.0 GPM MODEL #1340.105**

**# 11 *Delete:* ALL SINKS SHALL BE ACCOMNPANIED BY NEW MIRRORS  
(BRADLEY 781)  
*Add:* ALL SINKS SHALL BE ACCOMNPANIED BY NEW MIRRORS  
(BRADLEY 781 - 4)**

**# 14 *Add:* Two (2) 42 x 18 single sided HDU Sandblasted Painted signs mounted on  
three 4x4 posts, location & colors to be determined by City: (MALLORY SQUARE  
PUBLIC BATHROOMS)**

**#15 *Add:* Two (2) Compliance Signs.com ADA Baby Changing Area Braille Sign  
RRE-175-BLU on PRLGY Restrooms  
Two (2) Compliance Signs.com ADA Womens/Men with Symbol Braille Sign  
RRE-130-150 Pair BLU on PRLGY Restrooms**

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



Signature Christian Brisson, as President

Pedro Falcon Electrical Contractors, Inc.

Name of Business