

Key West, Florida



ITB #19-018

Smathers Beach Restroom West
for City of Key West, Florida

Due Date: June 5, 2019 @ 3:00 P.M.

TABLE OF CONTENTS

TAB 1

BID FORM

TAB 2

QUALIFICATIONS

TAB 3

PROJECT TEAM

TAB 4

PROJECT EXPERIENCE

TAB 5

INSURANCE & LICENSES

ITB No. 19-018
City of Key West
Smathers Beach Restroom West





Tab 1: Bid Form

ITB No. 19-018
City of Key West
Smathers Beach Restroom West

BIDDER'S CHECKLIST

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

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

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: SMATHERS BEACH RESTROOM WEST
ITB 19-018

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

Company Name: Burke Construction Group, Inc

Contact Name & Telephone #: David Martinez; 305-468-6604

Email Address: dmartinez@bcgconstruction.net

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this 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 **180** calendar days after the date of the Notice to Proceed. The Contractor can expect work to occur during turtle nesting season which begins on April 15, 2019. No construction can begin before a turtle nesting survey is conducted each morning by qualified personnel.

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.

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

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.



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Smathers Beach Restrooms – West ITB 19-018

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 amended in accordance with the following items:

Attachments:

- 1) *Responses by the Architect for questions received during the bid period phase*
- 2) *Construction Drawings (several bidders reported the drawings were not legible)*

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

A handwritten signature in blue ink, appearing to be "Burke Construction Group, Inc.", written over a horizontal line.

Burke Construction Group, Inc

Name of Business



ARTIBUS DESIGN

ENGINEERING AND PLANNING

Smathers Beach Bathroom West

City of Key West

Purchase Order: 088493

(Dated 12-20-2018)

Artibus Design Task Order #1803

Response to RFI #1.

1. Sheet C-102 shows 52.2' from the Mean High Water Line to the Southwest Corner of the structure. The 11" thick 5'-0" wide Permanent Concrete Sidewalk is part of the Bathroom Foundation. Is the south sidewalk required to be outside of the Coastal Construction Line? If not, what about the 2'-0" Roof Overhang?

Response: According to our coordination with CCCL permitting office the building does not need a CCCL permit as designed. The installation of sidewalks and other minor structures with that line will require a field permit and is being coordinated by the design team.

2. Sheet C-102 Note #2 reads "Any New Sand used for Grading shall be Clean Sand Suitable for Turtle Nesting and Approved by FWC." Please specify the type of sand required.

Response: The City shall provide sand specifications from previous beach re-nourishment projects. Sand shall be mined beach sand (not manufactured).

3. Sheet A-101 includes "Add Alternate Bid Items" however the Proposal Form does NOT include any alternates. Please clarify.

Response: City to provide an updated form with Add Alternate Bid Items.

4. Sheet A-102 shows a reveal between the 2'-0" tall Textured Wall and Smooth Stuccoed Exterior Walls. Please indicate how much stucco reveal?

Response: 1/2" reveal.

5. Sheet S-100 Submittal Note #1 shows "5 Original Submittals..." Is this correct?

Response: Correct.

PAGE 1 OF 2

3706 N. ROOSEVELT BLVD,
SUITE I-208
KEY WEST, FL 33040

(305) 304-3512
INFO@ARTIBUSDESIGN.COM
WWW.ARTIBUSDESIGN.COM

RFI #1 RESPONSE, SMATHERS BEACH BATHROOM WEST



ARTIBUS DESIGN

ENGINEERING AND PLANNING

6. Sheet S-101 reads "16" diameter Auger Piles..., 15' Embedment Below Grade of Adjacent Sidewalk (Location of the Bore)". Please clarify the exact location of this boring. Is this sidewalk location on the right of way or is this the sidewalk within the Beach Area?

Response: Please use grade of the sidewalk located in public right of way along S Roosevelt Blvd.

7. Sheet S-101 shows a 4'-0" wide Concrete Sidewalk along the East and South Sides. The 5'-0" wide Sidewalk along the West runs to the Northwest Corner. Sheet C-102 shows a 5'-0" wide Sidewalk along the South. Additionally, the West Sidewalk terminates at the Break-Away Sidewalk (not at the Northwest Corner). Please clarify.

Response: South and west sidewalks adjacent to the building shall be 5.0' and east sidewalk leading to maintenance access door shall be 4.0' wide. Site plan layout C-102 shall be used for site layout.

8. Sheet S-104 shows a "2x4 Key Way Under All Exterior Walls". Will an Embedded Water Stop be Required? If so, please specify.

Response: Water Stop is not required.

9. Sheet E-101 reads "All Electrical Components Shall be Located 12" Above Base Flood Elevation" (EL + 12.0 NGVD). However, Sheet A-104 shows the maximum distance above Finished Floor is 46". Finished Floor is +7.08 + 46" = EL +10.91. Please clarify.

Response: Hand dryers shall be considered sacrificial equipment and located as indicated on the plans and per current ADA requirements. All other equipment shall be located 12" above base flood elevation.

10. How will we route the Supply Line to the Outdoor Showers? Can these copper lines be Surface Mounted on the Exterior of the Building?

Response: No lines shall be mounted on the outside of the building. OK to surface mount on the interior (drop from ceiling run).

11. Will the Outdoor Showers require a Drain? If so, please specify.

Response: No drains are required for outdoor showers.

PROPOSAL FORM

1.) BATHROOM LUMP SUM BASE BID:

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

LUMP SUM \$ 613,412.55

Six Hundred Thirteen Thousand Four Hundred Twelve Dollars & Fifty-Five 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 %.

Provided in Part 4 of these documents is a pre-itemized Schedule of Values broken down by trade and type of work, Bidders are to provide the cost of all LABOR & MATERIALS for use as a basis for payment.

This project is funded by the Key West Tourist Development Counsel and not eligible for further grants. Said TDC funding expires 30 September 2020 and must commence no later than 30 September 2019

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

Concrete	\$183,350.00

SUBCONTRACTORS

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

Atlas Piles

Name

<u>13675 SW 136 ST #14</u>	<u>Miami</u>	<u>FL</u>	<u>33186</u>
Street	City	State	Zip

Blue Water Plumbing

Name

<u>PO Box 430032</u>	<u>Big Pine Key</u>	<u>FL</u>	<u>33043</u>
Street	City	State	Zip

Florida Keys Electric

Name

<u>5730 2nd Avenue</u>	<u>Key West</u>	<u>FL</u>	<u>33040</u>
Street	City	State	Zip

American Overhead Door Co., Inc.

Name

<u>9101 NW 105th Circle</u>	<u>Miami</u>	<u>FL</u>	<u>33178</u>
Street	City	State	Zip

SMATHERS BEACH RESTROOMS WEST ITB 19-018

Item Number	Description of Work	Amount
	Permits	\$ 10,507.80
	P&P Bonds	\$ 5,253.90
	Mobilization	\$ 23,350.00
	Profit and Overhead	\$ 65,673.73
	Mtemp Facilities	\$ 40,384.10
	Rental Equipment	\$ 35,000.00
	Demolition/Clear Fill	\$ 32,727.01
	Auger Piles	\$ 21,653.00
	Concrete	\$ 183,350.00
	CMU	Incl'd w/ Concrete
	Misc Metals (Flood Vents & Louvers)	\$ 8,290.00
	Light Gauge Framing	NIC
	Misc Carpentry	NIC
	Roofing	\$ 7,594.00
	HM Door and Hardware	\$ 3,380.40
	Overhead Door	\$ 9,332.00
	Stucco	\$ 11,800.00
	Painting	\$ 30,120.00
	Toilet Partitions	\$ 7,094.00
	Toilet Accessories	\$ 5,300.00
	Plumbing	\$ 62,505.60
	Electrical	\$ 16,370.00
	Grading	\$ 30,727.01
	Sewer & Water	\$ 2,500.00
	Landscape (Tree Protection)	\$ 500.00
	Total	\$ 613,412.55

ALT. NO.1	Water Closet - Kohler (Typ of 6 ea.)	\$	2,700.00
ALT. NO.2	ADA Sink - American Standard (6 ea.)	\$	2,000.00
ALT. NO.3	Urinal - Kohler (2 ea.)	\$	1,900.00



Tab 4: Experience

ITB No. 19-018
City of Key West
Smathers Beach Restroom West

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.

Please see attached

Project Experience

DESCRIPTION & LOCATION OF WORK	CONTRACT AMOUNT	DATES WORK WAS PERFORMED	OWNER	CONTACT PERSON	ENGINEER
KEY WEST CITY HALL; KEY WEST, FLORIDA	\$15,000,000	January 2015- December 2016	CITY OF KEY WEST	KREED HOWELL – 305-809-3963	MCHARRY ASSOCIATES; 305-445-3765
SEVEN FISH RESTAURANT ; KEY WEST, FLORIDA	\$1,900,000	June 2015- December 2016	SEVEN FISH RESTAURANT	305-296-2777	MERIDIAN ENGINEERING; 305-293-3263
BERNSTEIN PARK; STOCK ISLAND, FLORIDA	\$7,900,000	JUNE 2016 - AUGUST 2018	MONROE COUNTY	ANN MYTNIK 305-292-4439	PEREZ ENGINEERING ALLEN PEREZ 305-293-9440
NELSON ENGLISH CITY PARK; KEY WEST, FLORIDA	\$1,500,000	2014	CITY OF KEY WEST	DEVON STECKLEY 305-809-3747	K2M DESIGN JOE MOODY 305-292-7722
THE BASILICA OF SAINT MARY STAR OF THE SEA; KEY WEST, FLORIDA	\$1,600,000	August 2015 - March 2016	ARCHDIOCESE OF MIAMI	FATHER JOHN BAKER 305-757-6241	POWER MANAGEMENT CORP JOHN GORE 615-383-6949

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.

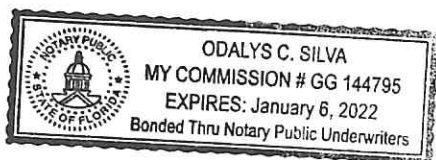
By:  _____

Sworn and subscribed before me this 5th day of June, 2019.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires:



FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid Amount

KNOW ALL MEN BY THESE PRESENTS, that Burke Construction Group, Inc

hereinafter called the PRINCIPAL, and Philadelphia Indemnity Insurance Company

a corporation duly organized under the laws of the State of Commonwealth of PA

having its principal place of business at One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950

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

City of Key West, Florida

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted
DOLLARS (\$5%) for the payment for which we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for
ITB # 19-018 / SMATHERS BEACH RESTROOM WEST / IS72011901 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:

ITB # 19-018 / SMATHERS BEACH RESTROOM WEST / IS72011901

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, 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 5th day of June, 2019.

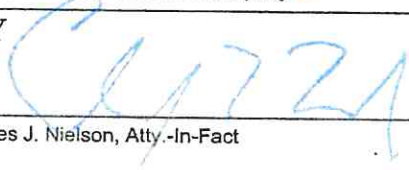
PRINCIPAL - Burke Construction Group, Inc.

By  _____

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

Philadelphia Indemnity Insurance Company

SURETY

By  _____
Charles J. Nielson, Atty.-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Charles J. Nielson, David R. Hoover, Charles D. Nielson and Jarrett Merlucci of Nielson, Hoover & Company, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

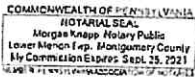
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of June, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

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



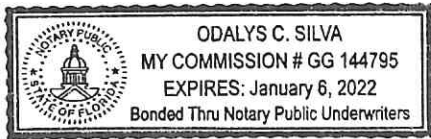
Sworn and subscribed before me this

4 Day of June, 2019.

Odalys C. Silva

NOTARY PUBLIC, State of Florida at Large

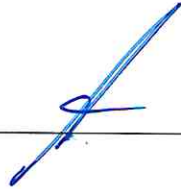
My Commission Expires: 1/6/22




EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Monroe)

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

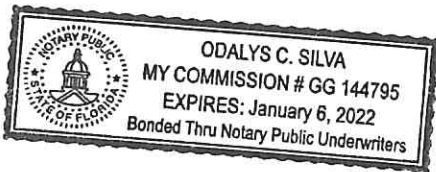
By:  _____

Sworn and subscribed before me this
5th Day of June, 2019.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 1/6/22.



INDEMNIFICATION


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

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

CONTRACTOR: Burke Construction Group, Inc

SEAL:

10145 NW 19th Street, Doral, FL, 33172
Address


Signature

Anthony J Burke
Print Name

President
Title

DATE: 6/4/2019

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. *Please See Note At Bottom Of Page

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

Current Local Address: 1722 N. Roosevelt Blvd, Key West, FL,33040 Fax: 305-468-6654
(P.O Box numbers may not be used to establish status)

Length of time at this address: 7 Years

Date: 6/4/2019
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 4 day of June, 2019.

By Anthony J Burke, of Burke Construction Group, Inc
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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

Signature of Notary

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

Print, Type or Stamp Name of Notary

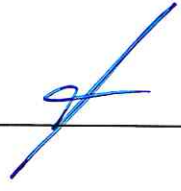
Title or Rank

*Burke Construction Group has maintained a fully staffed office in Key West for over 7 years but does not meet all of the ordinance criteria

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

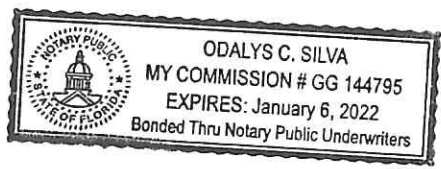
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: 

Sworn and subscribed before me this
 4 day of June , 2019.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 1/6/22



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 Smathers Beach Restroom

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

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

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

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

3. My name is Anthony J Burke
(Please print name of individual signing)

and my relationship to the entity named above is President

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

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

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

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

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


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

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

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

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

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



(Signature)

6/4/2019

(Date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

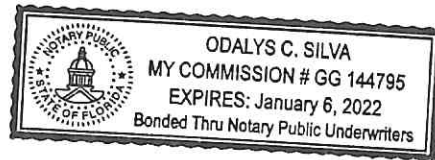
Signature in the space provided above on this 6th day of June, 2019.

My commission expires:

1/6/22.



NOTARY PUBLIC



SURETY

Nielson, Hoover, & Company whose address is
8000 Governors Square Blvd, Miami Lakes, FL, 33016
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Burke Construction Group, Inc doing business at
10145 NW 19th Street, Doral, FL, 33172
Street City State Zip

which is the address to which all communications concerned with this 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:

Anthony J Burke _____

David Martinez _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2019.

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 5th day of June 2019.

(SEAL)

Burke Construction Group, Inc
Name of Corporation

By _____

Title President

Attest _____

Secretary



Tab 5: COI & Licenses

ITB No. 19-018
City of Key West
Smathers Beach Restroom West



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/2019

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

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

PRODUCER
Collinsworth, Alter, Fowler & French, LLC
8000 Governors Square Blvd
Suite 301
Miami Lakes, FL 33016

CONTACT NAME:
PHONE (A/C, No, Ext): (305) 822-7800 **FAX (A/C, No):** (305) 362-2443
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Ins Co	19682
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Burke Construction Group Inc
10145 N.W. 19 Street
Doral, FL 33172

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000. BI & PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	21UEAHV8478	04/16/2019	04/16/2020	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr> <tr><td></td><td>\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000																										
MED EXP (Any one person)	\$	10,000																										
PERSONAL & ADV INJURY	\$	1,000,000																										
GENERAL AGGREGATE	\$	2,000,000																										
PRODUCTS - COMP/OP AGG	\$	2,000,000																										
	\$																											
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21UEAHF6649	04/16/2019	04/16/2020	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr> <tr><td></td><td>\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000																										
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21RHAHV7793	04/16/2019	04/16/2020	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>8,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$</td><td>8,000,000</td></tr> <tr><td></td><td>\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	8,000,000	AGGREGATE	\$	8,000,000		\$													
EACH OCCURRENCE	\$	8,000,000																										
AGGREGATE	\$	8,000,000																										
	\$																											
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	21WEAAO5781	04/16/2019	04/16/2020	<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																												
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
A	Leased/Rented			21UUMHZ1160	04/16/2019	04/16/2020	w/\$5000. Ded 500,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Smathers Beach Restroom West

City of Key West is included as additional insured with respect to general liability on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liability and workers comp when required by written contract. Excess/Umbrella follows form. SCU not excluded. 30 day notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Key West
1300 White St.
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BURKE

Construction Group Inc.

Company Licenses and Registrations

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY




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

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GALMIN, GREGORY FRANCIS
BURKE CONSTRUCTION GROUP, INC.
10145 NW 19TH STREET
DORAL FL 33172

LICENSE NUMBER: CUC1225410
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY




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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

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

LICENSE NUMBER: CGCA30309
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name: BURKE CONSTRUCTION GROUP INC
Location Addr: 1722 N ROOSEVELT BLVD
Lic NBR/Class: 34019
Issued Date: 3/20/2018
Expiration Date: September 30, 2019

GENERAL CONTRACTOR

Comments:
Restrictions:

BURKE CONSTRUCTION GROUP INC
1722 N ROOSEVELT BLVD
KEY WEST, FL 33040

This document must be prominently displayed.

BURKE CONSTRUCTION GROUP,
INC

2018-2019
LOCAL BUSINESS TAX RECEIPT
CITY OF DORAL, FLORIDA
8401 Northwest 53rd Terrace
Doral, Florida 33166
(305) 593-6631

2019002679

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

196BLD: GENERAL BUILDING CONTRACTOR

FOR THE PERIOD COMMENCING OCTOBER 1, 2018
AND ENDING SEPTEMBER 30, 2019 LICENSED TO
ENJOY IN THE FOLLOWING BUSINESS:

Business Name: BURKE CONSTRUCTION, GROUP, INC
DBA:
Address: 10145 NW 19 ST
DORAL, FL 33172

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

Chief Licensing Official

8401 NW 53rd Terrace, Doral, Florida 33166 • www.cityofdoral.com • 305-593-6631 • Fax 305-593-6518