

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

## PROPOSAL

To: The City of Key West  
Address: 3126 Flagler Street, Key West, Florida 33041  
Project Title: CEMETERY SEXTON'S HOUSE CE1002

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

Company Name: Pedro Falcon Electrical Contractors, Inc.

Contact Name & Telephone #: Christian Brisson (305) 872-2200

Email Address: cb@pedrofalcon.com or falconel@bellsouth.net

### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

### CONTRACT EXECUTION AND BONDS

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

## 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.

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
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Coverage must include the following:

- |                                   |  |
|-----------------------------------|--|
| - Contractual Liability           | - Commercial Form  |
| - CG2010 (1185) or Equivalent     | - Broad Form Property Damage   |
| - No exclusion for XCU            | - Premises / Operations  |
| - Products / Completed Operations | - Independent Contractors (if any part of the work is to be subcontracted out) |
| - Personal Injury                 |  |

Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
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Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
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Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 150 calendar days after the date of the Notice to Proceed.

**Notice to Proceed will not be issued until Owner completes performing Division 2A Demolition**

LIQUIDATED DAMAGES

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, 4, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

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







## BID ALTERNATES

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

1. Furnish and Install Metal Shingle Roof in lieu of Metal V-Crimp Roof  
1 LS \$ 5,723.00
2. Furnish and Install Wood Flooring (includes slab block-out) in Family Room (Room No. 3) in lieu of Vinyl Tile  
1 LS \$ 4,958.00
3. Furnish and Install Cabinetry in Storeroom (Room No. 6) in lieu of Cabinetry and Adjustable Shelving  
1 LS \$ 1,999.00
4. Furnish and Install Mahogany Impact Door and Transom (MK No. 1) in lieu of White Oak Door and Transom and Storm Panel  
1 LS \$ 6,569.00
5. Furnish and Install Air Handling Unit in Attic Space above Maintenance (Room No. 9) and shifting Communications (Room 11) in lieu of installing Air Handling Unit in A/C Closet (Room No. 10)  
1 LS \$ 2,233.00
6. Delete All Exterior Moldings and Related Wood Blocking/CFB, Water Table, Stucco Building Base, 1" Vent with Insect Screen, Mock-Up Section and adjust base bid Facia height and Soffit width along with installing acceptable Pre-manufactured Vents at 10' o.c. spacing  
1 LS \$ (6,881.00)
7. Furnish and install a MK "C" Window with related adjustments to wall construction in lieu of constructing Bay in Office (Room No. 4)  
1 LS \$ (5,686.00)
8. Furnish and install Cellular PVC Exterior Window Sills in lieu of Precast Concrete Window Sills  
1 LS \$ (657.00)
9. Furnish and install Cellular PVC Interior Window Sills in lieu of Marble Window Sills  
1 LS \$ 0.00

10. Construct ADA Ramp with Ancillary Items to Front Door Porch as detailed on Addendum 1's Sheet 1 in lieu of constructing all Edge Walls with Piers and Swale A  
 1      LS

\$ 4,831.00

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

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

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

Excavate for swales, protection, temp. and permanent fencing, backfill and compact, and sod \$15,400	Furnish/install bathroom accessories and rubber mats, bicycle rack \$2,950
Furnish and install steel columns \$3,200	Electrical \$39,800
Furnish/install interior wall partitions and furring, molding, cabinets, shelving, base, Hardie soffits and blocking, roof trusses/sheathing \$69,450	Total all items: \$231,600
Install ridged and batt insulation \$9,600	
Furnish/install doors, door hardware, windows, and impact panel \$43,000	
Furnish/install GWB/finish, painting \$48,200	

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:

Barracuda Builders of Key West, Inc.

Name

5601 3rd Avenue, Key West, FL, 33040  
Street City State Zip

A-Plus Roofing

Name

1107 Key Plaza #317, Key West, FL, 33040  
Street City State Zip

Atlantic Plumbing of the Keys, Inc.

Name

5585 Second Avenue, #1, Key West, FL, 33040  
Street City State Zip

Steller Carpet & Tile

Name

3210 N Roosevelt Blvd., Key West, FL, 33040  
Street City State Zip

E. G. Braswell Construction, Inc.

P O Box 421205 Summerland Key, FL 33042



SURETY

Travelers Casualty & Surety Company of America, c/o  
Nielson, Hoover & Company \_\_\_\_\_ whose address is

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

BIDDER

The name of the Bidder submitting this Proposal is

Pedro Falcon Electrical 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 Proposal and with the Contract shall be sent.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Sole Proprietor or Partnership

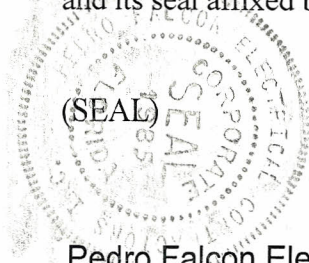
IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
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 25 day of March 2015.



Pedro Falcon Electrical Contractors, Inc.  
Name of Corporation

By 

Title as President

Attest   
Secretary Christian Brisson

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. Project: USMS Cell Block & Detention Door Upgrade  
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Location: Paul G. Rogers Federal Courthouse, West Palm Beach, FL  
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Contract Amount: \$522,298.28  
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Dates of Performance: August 2012 - September 2013  
-----  
Owner: General Services Administration  
-----  
Owner Contact: Josh Lockwood, 404-331-0232  
-----  
Engineer: mbi/k2m  
-----  
Engineer Contact: Scott Maloney, 216-357-2794  
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Description of Work: Stainless steel detention cell fronts, detention doors and frames,  
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CMU, removal of 2 existing cell doors in a secure corridor, design and construction of elevator  
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control panel for prisoner elevator and installation of new detention door control system.  
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Please see attached for additional projects.

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## EXPERIENCE OF BIDDER

Continuation Sheet

Page 18 of 168

2. Project: Conch Key Fire Station #17
- Location: Conch Key, FL
- Contract Amount: \$1,955,787.10
- Dates of Performance: November 2011 - June 2013
- Owner/Contact: Monroe County Board of County Commissioners  
Kevin Wilson, 305-453-8797
- Engineer/Contact: William P. Horn Architect  
William Horn, 305-296-8302
- Description of Work: Two-story fire station addition (150 mph rated) and renovation of existing fire station. Sitework, foundations, concrete slabs, MEP, gypsum, OH doors, flood panels, CMU/Concrete structure, roofing.
- 
3. Project: Renovations of the Monroe County Courthouse
- Location: Marathon, FL
- Contract Amount: \$1,303,105.38
- Dates of Performance: August 2011 - May 2013
- Owner/Contact: Monroe County Board of County Commissioners  
Kevin Wilson, 305-453-8797
- Engineer/Contact: mbi/k2m  
Anthony Sarno, 305-292-7722
- Description of Work: Exceptionally active occupied site where security must be maintained at all times included the judge's chambers, courtroom #1 and 2, HVAC design, fire alarm, abatement, electrical, painting, flooring tile and carpet, plumbing, millwork, CMU, doors/windows, installation of a manufactured courtroom #1 and foundation, storm and wastewater system. Courtroom #2 was renovation in existing building.

## EXPERIENCE OF BIDDER

Continuation Sheet

Page 18 of 168

4. Project: USMS Renovations & Additions, Cellblock & Admin. Area
- Location: Golden Collum Federal Building, Ocala, FL
- Contract Amount: \$2,055,679.97
- Dates of Performance: June 2009 - March 2010
- Owner/Contact: General Services Administration  
Josh Lockwood, 404-331-0232
- Engineer/Contact: TTV Architects  
Christopher Noel, 904-798-8333
- Description of Work: Renovation of 2nd floor: demo, asbestos abatement and 2 distinct spaces. (1) Cellblock area to house prisoners prior to trials and (2) Administrative area. Glazed CMU with detention grade security ceilings and detention furnishings, metal framed walls w/drywall, painting, acoustical ceilings, carpet, VCT, terrazzo raised access flooring. Gun area with athletic flooring. MEP modifications tied into existing building components.
5. Project: USDC Renovations & Additions, Courtroom & Judges Chambers
- Location: Golden Collum Federal Building, Ocala, FL
- Contract Amount: \$2,390,792.18
- Dates of Performance: April 2009 - March 2010
- Owner/Contact: General Services Administration  
Josh Lockwood, 404-331-0232
- Engineer/Contact: CRA Architecture  
713-426-5565
- Description of Work: Renovations of facility offices and administrative support areas, new courtroom. Included was demo, abatement, MEP upgrade, AHU, metal framing, drywall, VCT, carpet, acoustical ceilings, extensive millwork & furnishings, bullet resistance materials, windows, etc.

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ 5% of Bid

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

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

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

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

in the State of Connecticut,

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

The City of Key West

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 Proposal for Cemetery Mausoleums, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for



the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**CEMETERY SEXTON'S HOUSE CE1002**

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

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

Signed and sealed this 25th day of March, 2015.

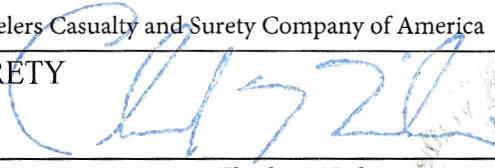
PRINCIPAL

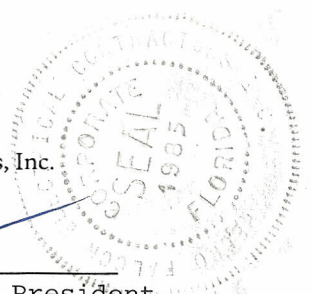
Pedro Falcon Electrical Contractors, Inc.

By   
Christian Brisson, as President

Travelers Casualty and Surety Company of America

SURETY

By   
Attorney-In-Fact Charles J. Nielson





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. 005858547

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 8th day of April, 2014.

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 8th day of April, 2014, 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 25th day of March, 2015.

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

  
Kevin E. Hughes, Assistant Secretary



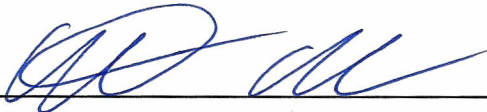
To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



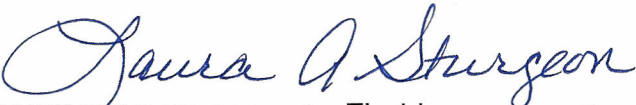
**ANTI - KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    )  
  ): SS  
COUNTY OF MONROE                )

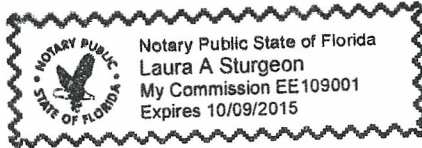
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:  Christian Brisson, as President

Sworn and subscribed before me this 25 day of March, 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 Proposal for ITB 15-013, Cemetery  
Sexton's House, Project # CE1002

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 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).

  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.)

*[Handwritten Signature]*

(signature)

March 25, 2015

(date)

STATE OF FLORIDA

COUNTY OF MONROE

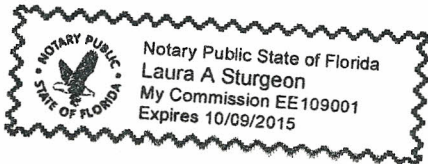
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 25 day of March, 2015.

My commission expires:

*[Handwritten Signature: Laura A Sturgeon]*  
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: March 25, 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:

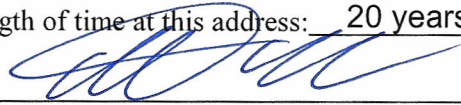
- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately 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 proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

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

Current Local Address: 31160 Ave. 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



Date: 03/25/2015

Signature of Authorized Representative

STATE OF FLORIDA COUNTY OF MONROE

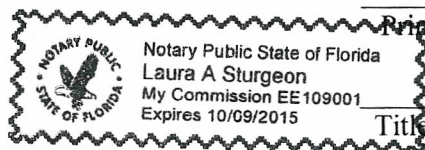
The foregoing instrument was acknowledged before me this 25 day of March, 2015.

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

or has produced identification Known to me 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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

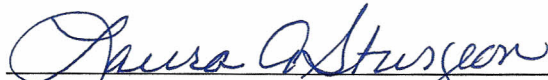
STATE OF FLORIDA )  
: SS  
COUNTY OF MONROE )

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.

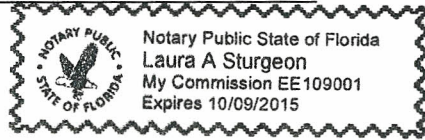
By:   
Christian Brisson, as President

Sworn and subscribed before me this

25 day of March, 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 Proposal 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 Proposal. [ x ]
6. Experience record included. [ x ]
7. Proposal 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 1 flash drive 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

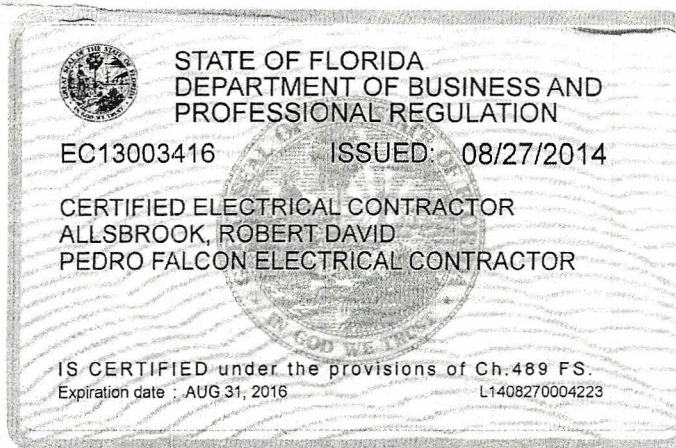
PFEC

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







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

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

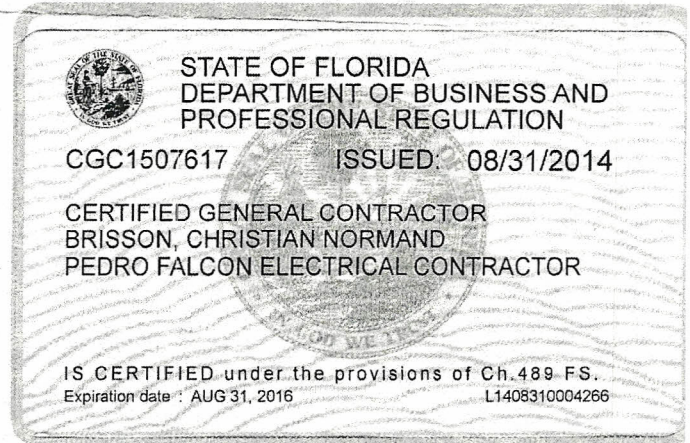
**(850) 487-1395**

**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**



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

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 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

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/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



# 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: 49821  
2015 4033

OR LIC OCCUPATIONAL RENEWAL  
1.00 \$309.75  
3020408  
40170 \$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: 49808  
2015 21608

OR LIC OCCUPATIONAL RENEWAL  
1.00 \$309.75  
3020386  
40169 \$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

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## **PART 2**

# **CONTRACT FORMS**

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## CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015,  
by and between the City of Key West, hereinafter called the "Owner", and Pedro Falcon  
Electrical Contractors, Inc.

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #15-013 CEMETERY SEXTON'S HOUSE CE1002, Key West, Florida to the extent of the Proposal made by the Contractor, dated the \_\_\_\_\_ day of 2015, all in full compliance with the Contract Documents referred to herein.

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

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within one hundred fifty (150) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

CITY OF KEY WEST

By \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

\* \* \* \*



**FLORIDA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05 \_\_\_\_\_

with offices at \_\_\_\_\_ hereinafter called the CONTRACTOR (Principal), and

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

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 2015, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST

**FLORIDA PAYMENT BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_ hereinafter called the CONTRACTOR, (Principal), and \_\_\_\_\_

with offices at \_\_\_\_\_

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

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

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

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

**ITB #15-013 CEMETERY SEXTON'S HOUSE CE1002** attached hereto, with the CITY, dated

\_\_\_\_\_, 2015, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and



his obligation thereunder, including the Contract Documents ,which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR’S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: \_\_\_\_\_

(SEAL)

ATTEST

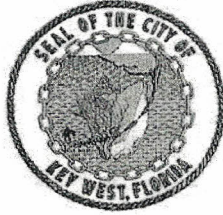
**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST





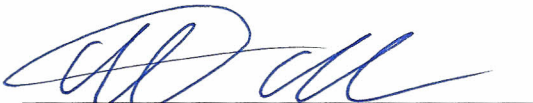
**THE CITY OF KEY WEST**  
Post Office Box 1409  
Key West, FL 33041-1409

**ADDENDUM NO. 1**  
**ITB 15-013**  
**PROJECT CE1002 - CEMETERY SEXTON'S**  
**HOUSE**

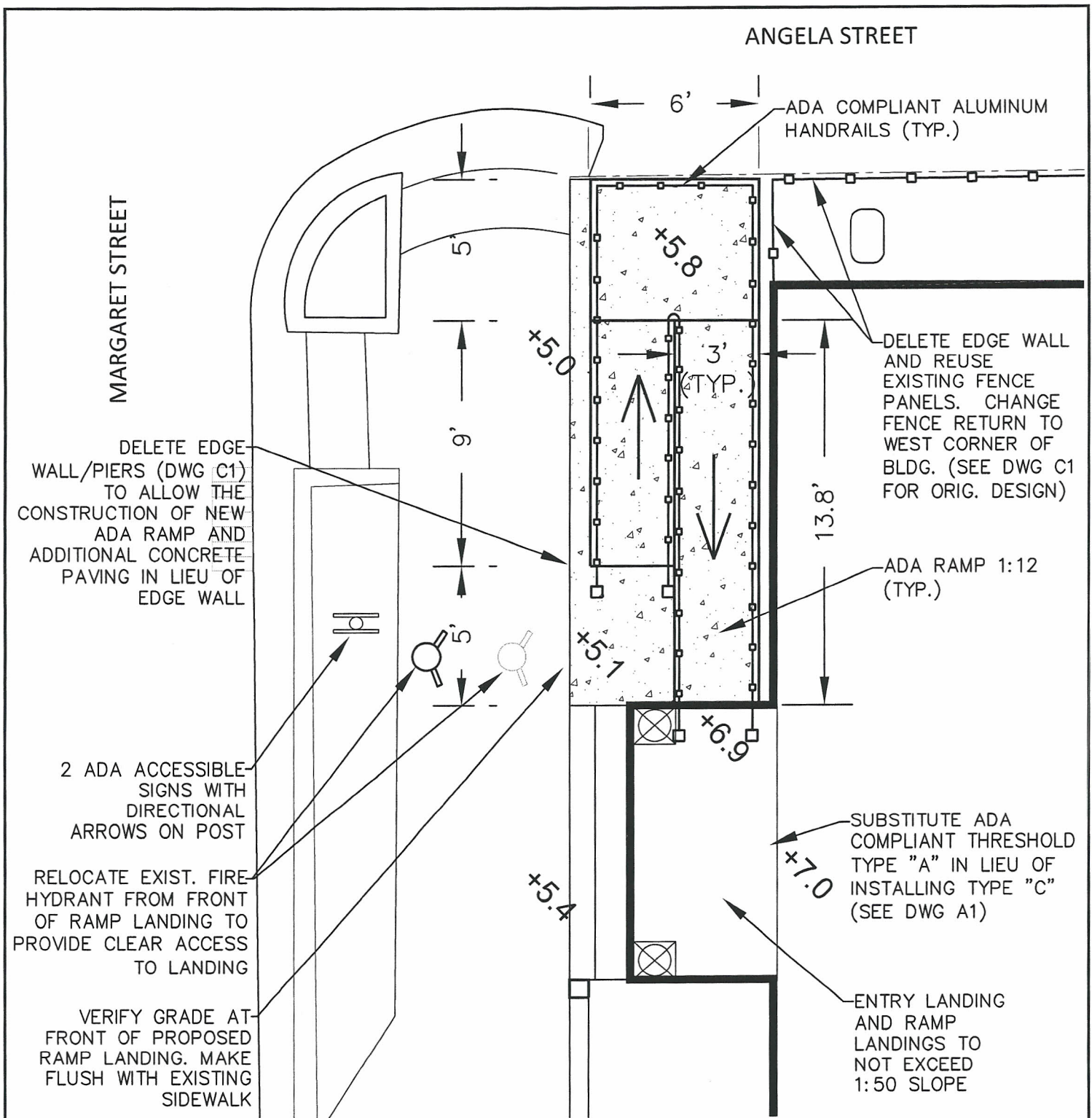
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Drawing C1 - Site Plan and Detail 6/C1 Bicycle Racks** (NIC) Not Included in Contract nomenclature is in error. Furnishing and Installing Bicycle Racks are included in Contract per Specification Division 12 - Bicycle Racks.
2. **Drawing M1 – Reflected Floor HVAC Plan** incorrectly details venting Exhaust Fan EF-1 through wall. Specification Division 15B –Section 2 G specifies venting exhaust fan through roof.
3. **Drawing A6 Detail 6/A6 Eave at Bay Window Roof Detail 8/A6** does not exist and this detail 8/A6 will not be provided.
4. **ADA Ramp - Bid Alternate No. 10 - Sheet 1** enclosed. Furnish and install ADA Access Ramp with ancillary items to front door porch in lieu of constructing all Edge Walls with Piers and Swale A.

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

  
Signature Christian Brisson, as President

Pedro Falcon Electrical Contractors, Inc.  
Name of Business



DELETE EDGE WALL/PIERS (DWG C1) TO ALLOW THE CONSTRUCTION OF NEW ADA RAMP AND ADDITIONAL CONCRETE PAVING IN LIEU OF EDGE WALL

DELETE EDGE WALL AND REUSE EXISTING FENCE PANELS. CHANGE FENCE RETURN TO WEST CORNER OF BLDG. (SEE DWG C1 FOR ORIG. DESIGN)

ADA RAMP 1:12 (TYP.)

SUBSTITUTE ADA COMPLIANT THRESHOLD TYPE "A" IN LIEU OF INSTALLING TYPE "C" (SEE DWG A1)

ENTRY LANDING AND RAMP LANDINGS TO NOT EXCEED 1:50 SLOPE

2 ADA ACCESSIBLE SIGNS WITH DIRECTIONAL ARROWS ON POST

RELOCATE EXIST. FIRE HYDRANT FROM FRONT OF RAMP LANDING TO PROVIDE CLEAR ACCESS TO LANDING

VERIFY GRADE AT FRONT OF PROPOSED RAMP LANDING. MAKE FLUSH WITH EXISTING SIDEWALK

- NOTES:
1. THE PROPOSED RAMP HAS BEEN DESIGNED TO MEET ADA REQUIREMENTS TO THE HIGHEST DEGREE TECHNICALLY FEASIBLE BASED ON EXISTING GRADE CONSTRAINTS.
  2. THE SEXTON HOUSE LOCATION IS IMPACTED BY SURROUNDING GRAVE SITES.
  3. ADA RAMP TO BE CONSTRUCTED OF 3,000 PSI CONCRETE AND #4 REINFORCING STEEL @ 12" O.C.E.W HORIZONTAL.
  4. CONTRACTOR TO COORDINATE AND PAY FOR FIRE HYDRANT RELOCATION TO PROVIDE A MINIMUM 3 FOOT CLEARANCE BETWEEN FIRE HYDRANT AND RAMP LANDING.



**City of Key West**  
 Engineering Services  
 3132 Flagler Avenue  
 Key West, FL 33040

TITLE ITB 15-013 Bid Alternate #10 - ADA Ramp		2/12/15 SHEET 1 of 1
DRAWN GJV	Sexton's House - 701 Passover Lane	
SCALE 1" = 5'		



**THE CITY OF KEY WEST**

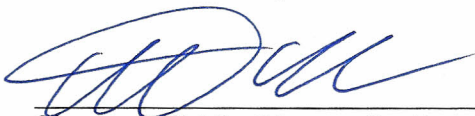
Post Office Box 1409  
Key West, FL 33041-1409

**ADDENDUM NO. 2**  
**ITB 15-013**  
**PROJECT CE1002 - CEMETERY SEXTON'S**  
**HOUSE**

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 bid package is hereby addended in accordance with the following items:

1. **Lintels at Typical CMU Wall Openings**, in lieu of constructing wall openings as shown on drawing A5's various building sections. - All exterior CMU wall opening lintels with exception to the front door shall be constructed of cast-in-place concrete with a minimum of 8" bearing on each side of wall opening. Lintels shall be reinforced with 2 - #4 reinforcing steel bottom horizontal bars tied to vertical #4 bars with a minimum of 40d development length on each side of wall openings and #3 stirrups at 10" on center reaching from Tie Beam TB-1 top horizontal bars to lintel bottom horizontal bars. Lintels to be cast-in place monolithically with Tie-Beam TB-1.
2. **Lintel at Front Door CMU Wall Opening** - The lintel above front door arched transom shall be cast-in-place concrete with a minimum of 16" bearing on each side of wall opening. This cast-in-place arch shall extend from the closest CMU joint at or below the spring line up to the top of Tie Beam TB-1. Additionally, this cast-in-place arch shall be reinforced with 2 - #4 reinforcing steel bars placed diagonally on either side of arch and tied to vertical #4 bars with a minimum of 40d development length on each side of wall opening. This cast-in-place concrete arch lintel shall be placed monolithically with Tie-Beam TB-1.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 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





**THE CITY OF KEY WEST**

Post Office Box 1409  
Key West, FL 33041-1409

**ADDENDUM NO. 3  
ITB 15-013  
PROJECT CE1002 - CEMETERY SEXTON'S  
HOUSE**

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 bid package is hereby addended in accordance with the following items:

Planholder RFIs:

**1. All Building Exterior Doors and Windows Minimum Design Pressure Requirements:**

Division 8A Hardwood Front Door and Transom (Base Bid), 2. Materials, b. Quality Standards:  
Add - Door does not have a minimum design pressure requirement, due to Division 8G Impact Storm Panels provide opening storm protection.

Division 8B Mahogany Front Door and Transom (Alternate No. 4), 2. Materials, b. Quality Standards: Add - Door minimum design pressure requirements per ASCE 7-10 and 2010 FBC are +43.1 / - 46.9 psf.

Division 8D Hollow Metal Doors and Frames, 1. General Requirements, h. Standards of Performance: Add - Door minimum design pressure requirements per ASCE 7-10 and 2010 FBC are +43.1 / -46.9 psf.

Division 8F Windows, 2. Materials, b. Standards: Add - Window minimum design pressure requirements per ASCE 7-10 and 2010 FBC are + 45.1 / - 60.4 psf.

**2. Exterior Wood Doors suggested Manufacturer and Model Type:**

Division 8A Hardwood Front Door and Transom (Base Bid), 2. Materials, a. Materials: Add – Hardwood Front Door and Transom suggested manufacturing by Estate Millwork of Pittsburgh, Pennsylvania and a model type of Robert Adam or approved equal by owner.

Division 8B Mahogany Front Door and Transom (Alternate No. 4), 2. Materials, a. Materials:  
Add - Mahogany Front Door and Transom suggested manufacturing by Caoba Doors of Philadelphia, Pennsylvania and model type of 8070 or approved equal by owner.

**3. Hollow Metal Doors suggested Manufacturer and Model Type:**

Division 8D Hollow Metal Doors and Frames, 2. Materials: Manufacturer specified as Currie Doors and Frames or approved equal by Owner. Add – Currie Systems suggested model series is 707 or approved equal by owner.

**4. Transom Window suggested Manufacturer and Model Type:**

Division 8A Hardwood Front Door and Transom (Base Bid), 2. Materials, d. Construction  
2. Transom c. Glass: Clear, fixed 1/8” authentic divided lites. Add - Transom Window manufacturer shall be a supplier of the door manufacturer’s selection.

Division 8B Mahogany Front Door and Transom (Alternate No. 4), 2. Materials, d. Construction,  
2. Transom c. Glass: Clear, fixed impact. Add – Transom Window manufacturer shall be a supplier of the door manufacturer’s selection which provides a window meeting minimum design pressures requirements per ASCE 7-10 and 2010 FBC of +43.1 / -46.9 psf.

**5. Addendum No. 1 - ADA Ramp (Alternate No. 10) Structural Design:**

Sheet 1 of 1: Replace Note 3: ADA Ramp Structural Design shall be per Drop Slab at Entrance Porch Design on Sheet S3 Detail 8/S3 meeting minimum slab edge and slab on grade thicknesses and reinforcing steel configuration.

**6. Addendum No. 1 – ADA Ramp (Alternate No. 10) ADA Compliant Aluminum Handrail Specifications:**

Division 5: Structural Steel and Miscellaneous Iron, A. General: Add - 9. Submittals: ADA Ramp (Alternate No. 10) Submit for the Owner’s representative’s approval manufacturer’s handrail system shop drawings.

Division 5: Structural Steel and Miscellaneous Iron, B Materials: Add - 4. ADA Compliant Handrails shall be constructed of 1 1/2” O.D. diameter Schedule 40 anodized aluminum double bar handrails as manufactured by Handi-Ramp of Libertyville, Illinois or approved equal by Owner.

Division 5: Structural Steel and Miscellaneous Iron, C Execution, 1. Fabrication: Add - g. ADA Compliant Handrails shall be fabricated and installed in compliance with the enclosed pages 4 – 6, Florida Accessibility Code for Building Construction Section 505 Handrails and manufacturer Handi-

Ramp of Libertyville, Illinois or approved equal by Owner anchoring recommendations.

**7. Addendum No. 1 – ADA Ramp (Alternate No. 10) Fire Hydrant Relocation:**

Sheet 1 of 1: Amend Note - 4: Contractor to coordinate *all activities* and pay *all associated costs* for a *complete* fire hydrant relocation *with sidewalk replacement* to provide a minimum of 3 foot clearance between the fire hydrant and ramp landing; *fire hydrant complete relocation not only inclusive of obtaining all permits, coordinating/performing all pedestrian/vehicle traffic control and coordinating/performing all civil/mechanical type functions.*

**8. Prefabricated Column Rough Dimension Clarification:**

Division 6E Prefabricated Columns, 1. General Requirements, 7. Manufacturer, b.: No Revision to original specification - Base Diameter shall be nominal 14” (13-5/8”). Neck diameter shall be 12”. Overall length of column shall be 9’-0”, delivered.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 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





**THE CITY OF KEY WEST**

Post Office Box 1409  
Key West, FL 33041-1409

**ADDENDUM NO. 4  
ITB 15-013  
PROJECT CE1002 - CEMETERY SEXTON'S  
HOUSE**

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 bid package is hereby addended in accordance with the following items:

1. **Drawing A2 – Door Schedule** incorrectly identifies door numbers 1, 2, 3, 4, 5, 6, 7, 10, and 11 size widths and door rough opening widths. Furnish and install minimum door size widths of 3'-0" and construct door rough opening widths to accommodate 3'-0" wide doors per enclosed 2012 Florida Accessibility Code 404 Doors, Doorways, and Gates (pages 2 and 3) in lieu of furnishing and installing door size widths and constructing door rough opening widths detailed on Drawing A2 – Door Schedule.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "C. Brisson", is written over a horizontal line.

Signature Christian Brisson, as President

Pedro Falcon Electrical Contractors, Inc.

Name of Business

**403.5.3 Passing Spaces.** An *accessible* route with a clear width less than 60 inches (1525 mm) shall provide passing *spaces* at intervals of 200 feet (61 m) maximum. Passing *spaces* shall be either: a *space* 60 inches (1525 mm) minimum by 60 inches (1525 mm) minimum; or, an intersection of two walking surfaces providing a T-shaped space complying with 304.3.2 where the base and arms of the T-shaped space extend 48 inches (1220 mm) minimum beyond the intersection.

**403.6 Handrails.** Where handrails are provided along walking surfaces with *running slopes* not steeper than 1:20 they shall comply with 505.

**Advisory 403.6 Handrails.** Handrails provided in elevator cabs and platform lifts are not required to comply with the requirements for handrails on walking surfaces.

## **404 Doors, Doorways, and Gates**

**404.1 General.** Doors, doorways, and gates that are part of an *accessible* route shall comply with 404.

**EXCEPTION:** Doors, doorways, and gates designed to be operated only by security personnel shall not be required to comply with 404.2.7, 404.2.8, 404.2.9, 404.3.2 and 404.3.4 through 404.3.7.

**Advisory 404.1 General Exception.** Security personnel must have sole control of doors that are eligible for the Exception at 404.1. It would not be acceptable for security personnel to operate the doors for people with disabilities while allowing others to have independent access.

**404.2 Manual Doors, Doorways, and Manual Gates.** Manual doors and doorways and manual gates intended for user passage shall comply with 404.2.

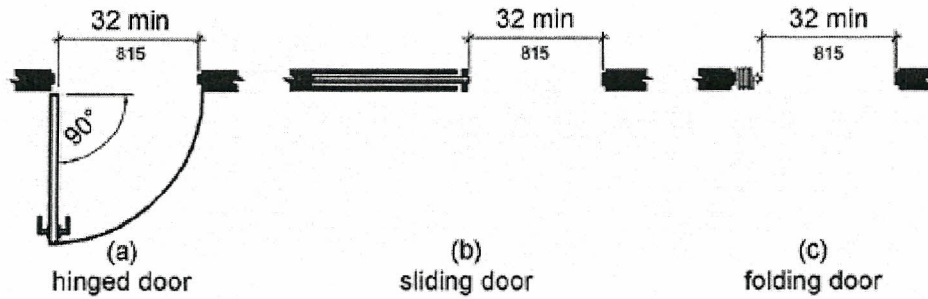
**404.2.1 Revolving Doors, Gates, and Turnstiles.** Revolving doors, revolving gates, and turnstiles shall not be part of an *accessible* route.

**404.2.2 Double-Leaf Doors and Gates.** At least one of the active leaves of doorways with two leaves shall comply with 404.2.3 and 404.2.4.

**404.2.3 Clear Width.** Door openings shall provide a clear width of 32 inches (815 mm) minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. Openings more than 24 inches (610 mm) deep shall provide a clear opening of 36 inches (915 mm) minimum. There shall be no projections into the required clear opening width lower than 34 inches (865 mm) above the finish floor or ground. Projections into the clear opening width between 34 inches (865 mm) and 80 inches (2030 mm) above the finish floor or ground shall not exceed 4 inches (100 mm).

**EXCEPTIONS:** **1.** In *alterations*, a projection of 5/8 inch (16 mm) maximum into the required clear width shall be permitted for the latch side stop.

**2.** Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.



**Figure 404.2.3**  
**Clear Width of Doorways**

**404.2.4 Maneuvering Clearances.** Minimum maneuvering clearances at doors and gates shall comply with 404.2.4. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance.

**EXCEPTION:** Entry doors to hospital patient rooms shall not be required to provide the clearance beyond the latch side of the door.

**404.2.4.1 Swinging Doors and Gates.** Swinging doors and gates shall have maneuvering clearances complying with Table 404.2.4.1.

**Table 404.2.4.1 Maneuvering Clearances at Manual Swinging Doors and Gates**

Type of Use		Minimum Maneuvering Clearance	
Approach Direction	Door or Gate Side	Perpendicular to Doorway	Parallel to Doorway (beyond latch side unless noted)
From front	Pull	60 inches (1525 mm)	18 inches (455 mm)
From front	Push	48 inches (1220 mm)	0 inches (0 mm) <sup>1</sup>
From hinge side	Pull	60 inches (1525 mm)	36 inches (915 mm)
From hinge side	Pull	54 inches (1370 mm)	42 inches (1065 mm)
From hinge side	Push	42 inches (1065 mm) <sup>2</sup>	22 inches (560 mm) <sup>3</sup>
From latch side	Pull	48 inches (1220 mm) <sup>4</sup>	24 inches (610 mm)
From latch side	Push	42 inches (1065 mm) <sup>4</sup>	24 inches (610 mm)

1. Add 12 inches (305 mm) if closer and latch are provided.  
2. Add 6 inches (150 mm) if closer and latch are provided.

3. Beyond hinge side.  
4. Add 6 inches (150 mm) if closer is provided.