

**BID FORM**

To: City of Key West, Florida

Address: 3126 Flagler Avenue, Key West, Florida 33040  
Post Office Box 1409, Key West, Florida 33041

Project Title: **PRE-ENGINEERED STEEL BUILDING & FOUNDATION**

Project No.: 007-16

Bidder's person to contact for additional information on this Bid:

Name: John C. Burket

Telephone: 727.573.2505 Email: JBurket@tampabay.rr.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

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

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

The Bidder further agrees, as evidenced by signing the Bid, which if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

### CONTRACT EXECUTION AND BONDS

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 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 Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

### CERTIFICATES OF INSURANCE

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

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within ten (10) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within 180 calendar days, including construction of the foundation and assembly of the structure.

### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000.00 per day for each day that expires after the completion date.

Sundays and legal holidays shall be included in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

### ADDENDA

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

### PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts.

The Bidder agrees that the lump sums represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

AUTOMOBILE LIABILITY INSURANCE, CONTRACTORS COMMERCIAL GENERAL LIABILITY INSURANCE, AND WORKER’S COMPENSATION INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers’ compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, CONTRACTOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

#### INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Except as specifically provided herein, this Contract does not require CONTRACTOR to indemnify the City of West, its employees, officers, directors, or agents from liability, damage, loss, claim, or action or proceeding.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's options, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West, whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

#### BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

#### PAYMENT RETAINAGE

Bidder further acknowledges that Owner will deduct from the partial payment estimate and retain, as part security, ten percent (10%) of the amount earned for work satisfactorily completed. A deduction and retainage of ten percent (10%) will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

**BID SCHEDULE**

**PRE-ENGINEERED STEEL BUILDING & FOUNDATION**

LUMP SUM BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

“S” Style Pre-engineered Steel Building Purchase & Delivery to Site	<u>\$ 71,600</u>
“S” Style Pre-engineered Steel Building Assembly	<u>\$ 25,000</u>
“S” Style Pre-engineered Steel Building Foundation Construction	<u>\$ 92,000</u>
Permit Fees	<u>\$ 0</u>
<b>TOTAL BASE BID</b>	<b><u>\$ 188,600</u></b>

ONE HUNDRED EIGHTYEIGHT THOUSAND SIX HUNDRED Dollars

Amount written in words has precedence

and ZERO Cents

CONTRACTOR’S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

FOUNDATION WORK	\$92,000
METAL BUILDING ERECTION	\$25,000

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:

METAL BUILDING SUPPLIER

Portion of Work

STEEL MASTER

Name

1023 LASKIN RD SUITE 109 , VIRGINIA BEACH VA , 23451  
Street City State Zip

Portion of Work

Name

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

Portion of Work

Name

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

Portion of Work

Name

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

SURETY

THE OHIO CASUALTY INSURANCE COMPANY whose address is

62 MAPLE AVENUE, MANCHESTER, NH, 03431  
Street City State Zip

610-832-8240 KEVIN WOJTOWICZ  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is \_\_\_\_\_

P.J. Callaghan Construction, Inc. doing business at

10525 49th St N, Clearwater, FL, 33762  
Street City State Zip

jburket@tampabay.rr.com  
email address

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

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

Name	Title
<u>John C. Burket</u>	<u>President</u>
_____	_____
_____	_____
_____	_____
_____	_____



If Sole Proprietor or Partnership

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

N/A

\_\_\_\_\_  
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 16<sup>th</sup> day of DECEMBER 2015.

(SEAL)

P.J. Callaghan Company, Inc.  
Name of Corporation

By John C. Burket

Title President

Attest \_\_\_\_\_  
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

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

1. Pre-engineered metal building, Manatee County, \$150,000. Al Meronek  
(941) 749-3097
2. Pre-engineered metal building, Segars Development (DBA Goodyear Tire)  
\$225,000 Gary Segars (727) 299-7022
3. Pre-engineered metal building, Biltmore Construction, Key West  
Cornfeld Retail, \$262,000 (727) 480-3374
4. Port of Tampa Resheet, Bruce Laurion (813) 905-5001 \$150,000
5. Pre-engineered metal building addition , Penske Truck Leasing,  
\$200,000 Greg Taylor

Additional Key West Reference - Manley deBoer Lumber Company - Richard Manley or  
Eric deBoer (305) 294-5900

\* \* \* \* \*

**FLORIDA BID BOND**

BOND NO. Bid

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

KNOW ALL MEN BY THESE PRESENTS, that P.J. Callaghan Company, Inc.

hereinafter called the PRINCIPAL, and The Ohio Casualty Insurance Company

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 62 Maple Avenue, Manchester, NH 03431

in the State of New Hampshire

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

unto City of Key West

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

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 **PRE-ENGINEERED STEEL BUILDING & FOUNDATION**, Key West, Florida, 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 Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:


**“PRE-ENGINEERED STEEL BUILDING & FOUNDATION,”**

WHEREAS, it was a condition precedent to the submission of said bid that cash, 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 Owner 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 Owner, 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 15th day of December 2015.

PRINCIPAL P.J. Callaghan Company, Inc.

By 

SURETY The Ohio Casualty Insurance Company

By 

Attorney-In-Fact Kevin Wojtowicz, FL Licensed Agent

\* \* \* \* \*

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7037051

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Oaks; John R. Neu; Kevin Wojtowicz; Michael A. Gentile

all of the city of St. Petersburg, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 25th day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

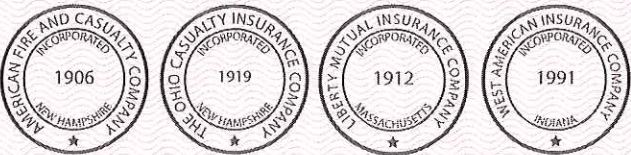
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 15th day of December, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF PINELLAS )

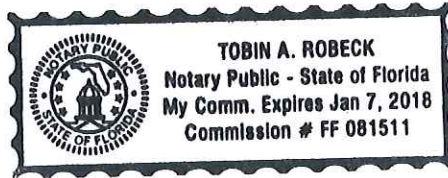
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature] ARDES

Sworn and subscribed before me this 16<sup>th</sup> day of DECEMBER 20 15.

[Signature]

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 1/7/18

\* \* \* \* \*

**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 PRE-ENGINEERED STEEL  
BUILDING & FOUNDATION

2. This sworn statement is submitted by PJ Callaghan Company, Inc.  
(name of entity submitting sworn statement)

whose business address is 10525 49th St N Clearwater, FL 33762

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0949196

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement N/A

3. My name is John C. Burket  
(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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.


7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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.)

X 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)

12-16-15  
 \_\_\_\_\_  
 (date)

STATE OF FLORIDA

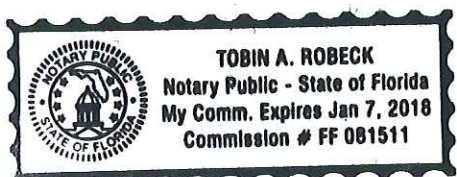
COUNTY OF PINELLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JOHN C. BURKE who, after first being sworn by me, affixed his/her  
 (name of individual signing)

signature in the space provided above on this 16<sup>th</sup> day of DECEMBER, 2015.

My commission expires:



  
 \_\_\_\_\_  
 NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

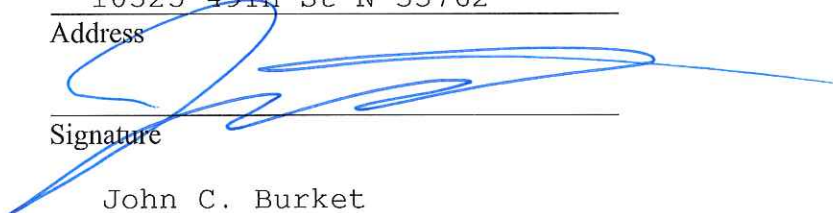
To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's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

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

CONTRACTOR: PJ CALLAGHAN COMPANY, INC.

SEAL:

10525 49Th St N 33762  
Address

  
Signature

John C. Burket  
Print Name

President  
Title

12/16/15  
Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF PINELLAS)

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

PJ CALLAGHAN CO. 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 Code of Ordinances Sec. 2-799.

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

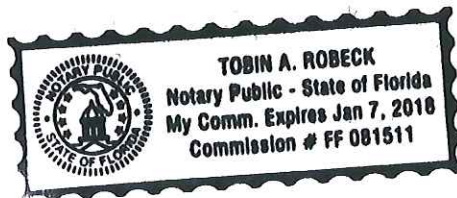
*[Handwritten Signature]*  
PREES

Sworn and subscribed before me this 16<sup>th</sup> day of DECEMBER 20 15.

*[Handwritten Signature]*

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF PINELLAS )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of DJ CALLAGHAN CO. INC. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

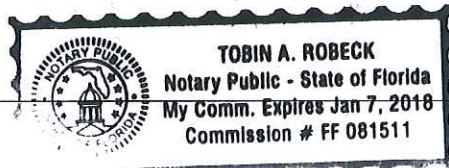
By: [Signature] \_\_\_\_\_

Sworn and subscribed before me this

16<sup>th</sup> day of DECEMBER 20 15.

NOTARY PUBLIC, State of FLORIDA at Large

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



\* \* \* \* \*

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

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

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

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

Business Name N/A Phone: \_\_\_\_\_  
 Current Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 (P.O Box numbers may not be used to establish status)  
 Length of time at this address \_\_\_\_\_

\_\_\_\_\_  
 Signature of Authorized Representative Date

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 By \_\_\_\_\_, of \_\_\_\_\_  
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
 or has produced \_\_\_\_\_ as identification  
 (type of identification)

\_\_\_\_\_  
 Signature of Notary  
 \_\_\_\_\_  
 Print, Type or Stamp Name of Notary  
 \_\_\_\_\_  
 Title or Rank

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

**SUSPENSION AND DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
  
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 16<sup>th</sup> day of DECEMBER, 2015.

By   
Authorized Signature/Contractor

John C. Burket, President  
Typed Name/Title

PJ Callaghan Company, Inc.  
Contractor's Firm Name

49th St N  
Street Address

10525  
Building, Suite Number

Clearwater, FL 33762  
City/State/Zip Code

727-573-2505  
Area Code/Telephone Number

**FLORIDA TRENCH SAFETY ACT COMPLIANCE**

Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Oversight</u>	<u>job</u>	<u>1</u>	<u>\$500</u>	<u>\$500</u>
B. _____	_____	_____	_____	_____

Signature

[Handwritten Signature]  
12-16-2015

Date

STATE OF FLORIDA

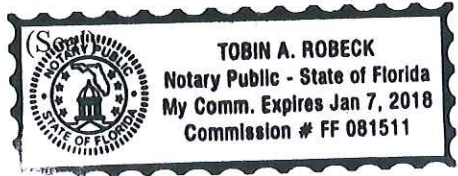
COUNTY OF PINELLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JOHN C. BURKE, who, after first being sworn by me affixed his/her signature in the space provided above on the 16<sup>TH</sup> day of DECEMBER, 20 15.

Notary Public

My Commission expires: 1/7/18



**CITY OF KEY WEST, FLORIDA NON-COLLUSION DECLARATION  
AND COMPLIANCE WITH 49 CFR §29.**

I, John C. Burket, hereby declare that  
(NAME)  
I am President of PJ Callaghan Company, Inc.  
(TITLE) (FIRM)  
of Clearwater, FL  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, case or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
5. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
7. I certify that, except as noted below, neither firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of funds:
  - a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
  - b) has within a three-year period preceding this certification been convicted of or had a civil judgement rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract, violation of Federal or State antitrust statutes; or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local government entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

- d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.
- e)
- 8. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vender who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (8), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: John C. Burket  
NAME AND TITLE PRINTED

WITNESS: \_\_\_\_\_

BY: [Signature]  
SIGNATURE

WITNESS: [Signature]

Executed on this 16<sup>th</sup> day of DECEMBER, 20 15.

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE





## THE CITY OF KEY WEST

Post Office Box 1409  
Key West, FL 33041-1409

### ADDENDUM NO. ONE

#### ITB 007-16 PRE-ENGINEERED STEEL BUILDING & FOUNDATION ON FLEMING KEY

To All Bidders:

This addendum is issued to as supplemental information to the bid package for clarification of certain matters of both a general and technical nature. The referenced Invitation to Bid is hereby addended, as fully and as completely as if the same were fully set forth therein, in accordance with the following items:

**Please be advised of the following changes to the steel building material specifications:**

- |                             |  |
|-----------------------------|--|
| <b>Washers:</b>             | <b>polyethylene;<br/>2,000 psi tensile strength<br/>0.04% water absorption potential,<br/>212F softening temperature</b> |
| <b>Steel Arch Panels:</b>   | <b>9.75" deep corrugation with cross corrugations</b>  |
| <b>Steel Specification:</b> | <b>AZM180/AZ60 Galvalume Plus Steel, meeting ASTM A792<br/>&amp; A792M</b>   |
| <b>Coating:</b>             | <b>AZ55 aluminum-zinc alloy-coated Galvalume Plus</b>  |
| <b>Bolt:</b>                | <b>zinc aluminum hex flange with indented head, Grade 8.2</b>  |

**Contractor may provide specified material, equal, or better. Specified material is a minimum standard.**

Below questions have been submitted in writing from a potential bidder. Answers are in bold type.

Question:

Is there an estimated or set budget for ITB # 007-16, Pre-Engineered Steel Building & Foundation on Fleming Key?

Response:

**No.**

Question:

Does the City require insulation in the building walls or ceiling?

Response:

**No.**

Question:

How many "man doors" or entrances does the City want on this building?

Response:

**One on the front side.**

Question:

Does the City require a mezzanine structure inside of the proposed metal building?

Response:

**No.**

Question:

Does the City require any interior offices in the proposed metal building?

Response:

**No.**

Question:

Does the City require a restroom in the proposed metal building?

Response:

**No.**

Question:

Does the City require lighting and electrical outlets in the proposed metal building?

Response:

**No.**

Question:

Does the City require a paved (asphalt or concrete) driveway to connect the proposed metal building entrance to the existing parking lot?

Response:

**No.**

Question:

Does the City require any roof vents or exhaust fans on the proposed metal building?

Response:

**The City does not require exhaust fans. The City would like roof ventilation and prefers non-mechanical over mechanical. The Contractor will have flexibility to decide which roof vent system to provide and install, in order not to steer the project to any particular metal building manufacturer.**

Question:

Is the City going to require a Builders Risk policy for the project?

Response:

**Yes, per Section 34 E. of the General Conditions.**

Question:

Is there an estimated set budget for the project?

Response:

**There is no set budget specifically for this project.**

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



Signature

PS CALLAGHAN CO INC  
Name of Business



## THE CITY OF KEY WEST

Post Office Box 1409  
Key West, FL 33041-1409

### ADDENDUM NO. TWO

#### ITB 007-16 PRE-ENGINEERED STEEL BUILDING & FOUNDATION ON FLEMING KEY

To All Bidders:

This addendum is issued to as supplemental information to the bid package for clarification of certain matters of both a general and technical nature. The referenced Invitation to Bid is hereby addended, as fully and as completely as if the same were fully set forth therein, in accordance with the following items:

Below questions have been submitted in writing from a potential bidder. Answers are in bold type.

Question:

The Bid Package states several times that the Bidder shall procure and pay for Permit Charges and Fees; however, at the mandatory Pre-Bid meeting it was stated that all Permit Charges and Fees would be waived. Please clarify which statement is correct.

Response:

**Contractors doing work in the City of Key West exceeding a period of 30 days are required to obtain City of Key West business (tax) license. Local, state, and federal permit fees will not be required.**

Question:

According to the Bid Package, there is a requirement for TWO 20' wide by 14' high sliding doors. At the Mandatory Pre-Bid Meeting it was stated that only ONE 20' wide by 14' high door would be required and ONE walk-in man door. Please indicate which is correct.

Response:

**Two (2) sets of sliding doors and one (1) walk-in man door will be required. Walk-in man door may be located in the sliding door or building structure.**

Question:

Please confirm that the Bidder is only to furnish Signed and Sealed Engineered Drawings for the Concrete Slab and Foundation Work and the S-type Metal Building and that Civil Drawing with site plan requirements (Storm Water, Parking, Landscaping, Setback, Etc.) are not required.

Response:

**Correct. Civil drawings with site plan requirements are NOT required. Signed and sealed engineered drawings for the S-type steel building and concrete slab and foundation, as a combined system, are required.**

Question:

The Bid Package mentions the requirement of 4 skylights. I did not see them in the existing building and have my doubts that they would be able to meet the wind load requirements. Are they absolutely required?

Response:

**Please omit the skylights. Skylights shall not be required.**

Question:

In one area of the Bid Package it states the design criteria as “requirements of the Florida Building Code, Fifth Edition (2014)”. In another area of the Bid Package it states the design criteria as Design Wind Loads: Wind loads for Category II structure must meet or exceed 180 miles per hour, and must meet Dade County, Florida Hurricane, Wind Load Specifications. Which design criteria is to be used?

Response:

**Design criteria shall meet the requirements of the Florida Building Code, Fifth Edition (2014), alternately design criteria Design Wind Loads: Wind Loads for Category II structure must meet or exceed 180 miles per hour.**

Question:

Is “Florida Product Approval Requirement”, a requirement of the S-type Metal Building?


Response:


**Florida Product Approval Requirement or Miami-Dade County Notice of Acceptance (NOA) are required.**

The mandatory pre-bid meeting for the above reference project was held at the Richard A. Heymen Environmental Protection Facility, on December 4, 2015.

Attached: Pre-bid Sign In Sheet

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum in their proposal or by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

SIGN-IN SHEET  
ITB 007-16 Pre Engineered Steel Building and Concrete Foundation at Fleming Key

NAME	COMPANY	PHONE/FAX	EMAIL
Ryon La Chapelle	Seatech, Inc.	305-304-8406 305-872-8898F	RYONL@SEATECH.CC
Dwight Devore	Nearshore Electric, Inc.	305-294-3991 305-942-4446	dwright.nearshore@belkouth.net
BRAD MORETTI	BURKE CONSTRUCTION GROUP	(305) 497-2297	Brad@bcgconstruction.net
Paul Walters	DN Higgins	305-797-1019	Paulw@dnhiggins.com
PATRICK OLTEGA	CITRELEY TOPPING & SONS	(305) 296-5606	topping@teppkw.com
Richy Collins	CH2M	(305) 407-5090	ARNOLD.COOLINS@CH2M.COM
CHRISTIAN BRIBSON	PEDRO FALCON CONTRACTORS	307-872-2200	Cb@pedrofalcon.com
Moses B. Dinkhoff	ECLICONSTRUCTION.	(3) 891-7990	Moses@ecliconstruction.com
Robert Blanchard	D.L. Parmer.	941-929-9400 941-929-9500	mwhite@dparmer.com
John Castro	City of Key West	305-809-3902	jcastro@cityofkeywest-fl.gov
John Bueckert	P J CATERGILL CO	727-573-2503	JBUCKET@TAMPABAY.FL.COM

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY

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



LICENSE NUMBER

CGC008112

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

BURKET, JOHN C  
P J CALLAGHAN COMPANY INC  
10525 49TH ST NO  
CLEARWATER FL 33762



ISSUED 08/31/2014

DISPLAY AS REQUIRED BY LAW

SEO # 11408310004283



PINELLAS COUNTY CONSTRUCTION  
LICENSING BOARD

THIS CERTIFIES THAT **John C Burket**  
DBA **P.J. Callaghan Company Inc**

STATE CERT # **I-CGC008112**  
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED  
LIABILITY AND WORKERS' COMPENSATION  
INSURANCE WITH THIS BOARD

IN GOOD STANDING UNTIL **September 30, 2015**  
DATE OF ISSUANCE **09/26/2014**

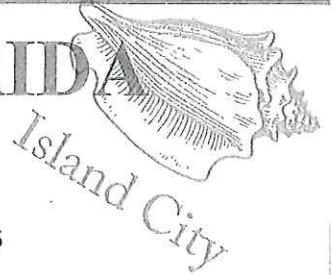
**I-CGC008112**

*Burket, John C*  
*10525 49th Street North*  
*Clearwater, FL 33762*

\* Please cut out license along lines

# 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 P.J. CALLAGHAN CO CtlNbr:0025512  
Location Addr 10525 49TH ST N  
Lic NBR/Class 16-00031416 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: October 14, 2015 Expiration Date:September 30, 2016  
License Fee \$325.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$325.00

Comments: CGC 008112 JOHN C. BURKET, QUALIFIER

This document must be prominently displayed.

P.J. CALLAGHAN CO

P.J. CALLAGHAN CO  
10525 49TH ST N

CLEARWATER FL 33762

Oper: KEYWBLD  
Date: 10/14/15 53  
Total tendered  
Total payment  
Receipt no: 1248  
\$325.00  
\$325.00