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EC 13003416 / CGC 1507617
www.PedroFalcon.com

BID DOCUMENTS

for

John Jones Navigation Center Construction City of Key West, FL

BID ID: ITB #23-021

Attention: City of Key West
City Clerk
1300 White St.
Key West, FL 33040

Due: January 10, 2024 by 3:00 PM



PART 1 - BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West **ITB #23-021 JOHN JONES NAVIGATION CENTER (JJNC) CONSTRUCTION**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on December 20, 2023** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside **“BID FOR JOHN JONES NAVIGATION CENTER - ITB 23-021”** addressed and delivered to the City Clerk at the address noted above.

The project consists of the construction of a new overnight homeless shelter building and site development as specified in the *Contract Documents for John Jones Navigation Center Construction* document including Construction Drawings (Part 6).

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov.

A **Mandatory Pre-Bid Meeting** will be held in the City Manager’s conference room at City Hall, 1300 White Street, Key West, Florida on **November 08, 2023, at 10:00 a.m.**

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

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

Davis-Bacon and Related Acts (DBRA), Contract Work Hours and Safety Standards Act, and the Copeland “Anti-kickback” Act apply to this Contract. See Appendix II to 2 CFR 200 (Attachment A) and Wage Determination (Attachment B) in Part V of these Contract Documents. The Contractor is required to include the Wage Determination in all subcontracts.

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

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. City of Key West Business Tax License Receipt

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having their place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

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

The CITY hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

For information concerning the proposed work please contact **Glynn Meienburg, Senior Project Manager, City of Key West by email at glynn.meienburg@cityofkeywest-fl.gov** Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. Within ten days of the award, the Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of County and City licenses as would be required. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CITY may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City. (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

The CITY retains the right to award bid to the bidder that best meets the needs of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request in writing, at least 10 calendar days prior to Bid opening, an interpretation thereof by the Project Manager and/or Engineering Director. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall acknowledge receipt of all Addenda with their Bid. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

The project consists of the construction of a new overnight homeless shelter building, site development and landscaping as specified in this *Contract Documents for John Jones Navigation Center Construction* document (the Contract Documents) including Construction Drawings (Part 6).

3. REQUIRED QUALIFICATIONS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the City. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform themselves of the conditions relating to the execution of the work and make themselves thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of their obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

A copy of the Phase I Environmental Site Assessment (ESA) report for the project site is available for Bidder review in the Office of the Key West City Clerk.

Each Bidder shall inform themselves of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work.

This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. TYPE OF BID

The Bid for the work is to be submitted as a LUMP SUM.

The total allowable cost for Mobilization, General/Supplemental Conditions and Demobilization (Bid Schedule Line Item 1) shall be **5% maximum of total construction costs (Bid Schedule Items 1-5, not to include unforeseen contingency Allowance).**

ADD ALTERNATE

Bidders shall provide a lump sum cost for Add Alternate No. 1, Design-Build Solar Walkway Canopy. Design-Build criteria are presented on Conceptual Drawing included with the Construction Drawing set.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID FORM must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

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

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

B. SIGNATURE

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

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with their Bid documentation showing their experience and expertise in construction including, but not limited to, foundation, concrete masonry unit (CMU) construction, landscape, hardscapes, project management and subcontractor management. Such experience record shall provide current or recent projects of similar work, not more than 5 years old. For each project the following information shall be provided:

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

The Bidder shall submit at least 3 references from the above work experience.

The Bidder shall submit with their Bid a list of items to be performed by their own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Non-Collusion Affidavit
7. Scrutinized Companies List Certification
8. Proof of Required Insurance

E. CITY OF KEY WEST LICENSE REQUIRED

Contractors are required to have a Certified or Registered General Contractors City of Key West license. License shall be obtained within ten (10) days of Notice of Award.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes unless provision is made in the BID FORM to separately itemize the tax.

8. SUBMISSION OF BID

All Bids must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the BID PROPOSAL FORM provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BID

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

10. BID SECURITY

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, **in the amount of five (5) percent of the total amount of the Proposal submitted.** This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

The Award will require State approval. The Award will be made under one Contract by the Owner based on the Bid from the lowest, responsive, responsible Bidder.

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such an award, if made, will be made within 120 days after the opening of Bids. **Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.**

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

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR

shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of their power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to them and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied their bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

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

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

The term of this contract will be 425 calendar days from date of Notice to Proceed.

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

20. 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 they have carefully examined the Contract Documents and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

21. SALES AND USE TAXES

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

* * * * *

BID PROPOSAL FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **JOHN JONES NAVIGATON CENTER CONSTRUCTION**
Project No.: ITB #23-021

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

Company Name: Pedro Falcon Contractors, Inc.

Contact Name & Telephone #: Christian Brisson Ph: (305) 872.2200 ext. 26

Email Address: cb@pedrofalcon.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares they have carefully examined the Contract Documents, they have personally inspected the Project, that they are satisfied 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.

CERTIFICATES OF INSURANCE

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

BID PROPOSAL FORM – CONT.

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **four hundred twenty-five (425) calendar days**.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$500.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM WORK ITEMS

The Proposal for the work is to be submitted on LUMP SUM basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

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 individual lump sum amounts. The Bidder agrees that the lump sum pricing includes all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

BID PROPOSAL FORM – CONT.

FEDERAL GRANT REQUIREMENTS

Refer to Supplemental Conditions of the Contract and PART 5, CDBG-CV GRANT GUIDELINES AND REQUIREMENTS for Davis-Bacon and Related Acts (DBRA), Contract Work Hours and Safety Standards Act, and the Copeland “Anti-kickback” Act applicable to this Contract.

LUMP SUM BID SCHEDULE

Bid prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor’s overhead and profit. Prices for the various work line items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization, General/Supplemental Conditions and Demobilization

- a. Mobilization \$ 32,311.00
- b. General/Supp. Conditions \$ 274,647.00
- c. Demobilization \$ 16,155.00

Total a, b, c \$ 323,113.00

Total of Bid Item 1 not to exceed 5% of construction cost (Bid Items 1-5)

2. Payment and Performance Bonds \$ 66,016.00

3. Permit and Impact Fees (to be paid at cost) \$ 178,340.00

4. Site Work and Landscape \$ 1,662,347.00

5. Building Construction \$ 6,485,995.00

6. Unforeseen Conditions Allowance
(only to be used with Owner’s written directive) \$ 50,000.00

TOTAL OF LUMP SUM ITEMS 1 – 6 \$ 8,765,811.00

Eight Million Seven Hundred Sixty-five Thousand Eight Hundred Eleven _____ Dollars & Zero _____ Cents
(amount written in words)

ADD ALTERNATE NO. 1
Design-Build Solar Walkway Canopy - Lump Sum Cost \$ 394,154.00

BID PROPOSAL FORM – CONT.

ALTERNATES BID SCHEDULE BASE BID ADD/DEDUCT

NOTE: BIDDERS ARE REQUIRED TO COMPLETE THIS FORM AS PART OF THEIR OVERALL BID SUBMITTAL

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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. An Add/Deduct Alternate Item #1: Covered Walkway with Solar Panel Array System: Contractor to provide an alternate price to build a prefabricated aluminum covered walkway with a solar panel array system on the roof as per sheet A-2.3.

ADD \$85,196.00
\$ Eighty-five Thousand One hundred Ninety-six Dollars and Zero Cents

2. An Add/Deduct Alternate Item #2 Lightning Protection System: Contractor to provide an alternate price to design and install a lightning protection system on the roof as per sheet A-3.4.

ADD \$46,893.00
\$ Forty-six Thousand Eight Hundred Ninety-Three Dollars and Zero Cents

3. An Add/Deduct Alternate Item #3 Pit-less Elevator: Contractor to provide an alternate price differential to change to a Pit-less elevator as noted on sheet A-5.2.

DEDUCT \$13,294.00
\$ Thirteen Thousand Two Hundred Ninety-four Dollars & Zero cents

4. An Add/Deduct Alternate Item #4 Interior Concrete Block Wall Finish: Contractor to provide an alternate price to add a skim coat of stucco to all interior concrete block walls prior to painting as shown on sheet ID-3.1 (does not include walls that will be getting epoxy painted finish). All walls get tooled grout joints as part of base bid.

ADD \$81,130.00
\$ Eighty-one Thousand One Hundred Thirty Dollars & Zero Cents

5. An Add/Deduct Alternative Item #5 Concrete Topping Additive: Contractor to provide a price to add crystalline waterproofing admixture to the concrete toppings in all dorm rooms as per sheet SO.1 (general note 300.5).

ADD \$9,496.00
\$ Nine Thousand Four Hundred Ninety-six Dollars & Zero Cents

BID PROPOSAL FORM – CONT.

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

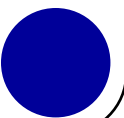
The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

Payment for materials and equipment authorized by the ENGINEER in a written Change Order but not listed in the above Bid will be provided at the supplier's 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.)

Carpentry/Millwork	\$63,289.00
Doors/Hardware	\$68,797.00
Toilet Accessories/FE/Toilet Partitions Flood Vents/Bike Racks/Signage	\$74,529.00
Electrical	\$1,059,187.00

Schedule of Values



CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

J Jones Navigational Center
 Pedro Falcon Contractors, Inc.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: BID
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
1	Permit & Impact Fee Allowance	\$178,340.00	\$ -	\$ -		\$ -	0%	\$178,340.00	0
2	Unforeseen Condition Allowance	\$50,000.00	\$ -	,113.00		\$ -	0%	\$50,000.00	0
3	Payment & Performance Bond	\$70,028.00	\$ -	\$ -		\$ -	0%	\$70,028.00	0
4	Builders Risk Insurance	\$243,503.00	\$ -	\$ -		\$ -	0%	\$243,503.00	0
5	Surveys	\$14,758.00	\$ -	\$ -		\$ -	0%	\$14,758.00	0
6	Testing	\$18,447.00	\$ -	\$ -		\$ -	0%	\$18,447.00	0
7	General Conditions	\$323,113.00	\$ -	\$ -		\$ -	0%	\$323,113.00	0
8	Sitework Mobilization & Erosion Control	\$84,038.00	\$ -	\$ -		\$ -	0%	\$84,038.00	0
9	Demolition/Clear & Grub	\$195,760.00	\$ -	\$ -		\$ -	0%	\$195,760.00	0
10	Earthwork	\$259,441.00	\$ -	\$ -		\$ -	0%	\$259,441.00	0
11	Paving/Curbs/Sidewalks	\$340,987.00	\$ -	\$ -		\$ -	0%	\$340,987.00	0
12	Stormwater	\$185,516.00	\$ -	\$ -		\$ -	0%	\$185,516.00	0
13	Water	\$49,140.00	\$ -	\$ -		\$ -	0%	\$49,140.00	0
14	Sewer	\$31,354.00	\$ -	\$ -		\$ -	0%	\$31,354.00	0

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

J Jones Navigational Center
 Pedro Falcon Contractors, Inc.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: BID
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
15	Parking Accessories	\$18,920.00	\$ -	\$ -		\$ -	0%	\$18,920.00	0
16	Fencing	\$163,011.00	\$ -	\$ -		\$ -	0%	\$163,011.00	0
17	Landscaping	\$55,596.00	\$ -	\$ -		\$ -	0%	\$55,596.00	0
18	Irrigation	\$19,384.00	\$ -	\$ -		\$ -	0%	\$19,384.00	0
19	Concrete Shell	\$2,331,930.00	\$ -	\$ -		\$ -	0%	\$2,331,930.00	0
20	Aurgercast Piles	\$171,974.00	\$ -	\$ -		\$ -	0%	\$171,974.00	0
21	Retaining Walls	\$244,442.00	\$ -	\$ -		\$ -	0%	\$244,442.00	0
22	Guardrails & Handrails	\$54,080.00	\$ -	\$ -		\$ -	0%	\$54,080.00	0
23	Millwork	\$63,289.00	\$ -	\$ -		\$ -	0%	\$63,289.00	0
24	Insulation	\$49,875.00	\$ -	\$ -		\$ -	0%	\$49,875.00	0
25	Roofing	\$146,804.00	\$ -	\$ -		\$ -	0%	\$146,804.00	0
26	Windows/Storefronts	\$128,635.00	\$ -	\$ -		\$ -	0%	\$128,635.00	0
27	Doors	\$68,797.00	\$ -	\$ -		\$ -	0%	\$68,797.00	0
28	Stucco	\$150,342.00	\$ -	\$ -		\$ -	0%	\$150,342.00	0

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

J Jones Navigational Center
 Pedro Falcon Contractors, Inc.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: BID
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
29	Painting	\$148,770.00	\$ -	\$ -		\$ -	0%	\$148,770.00	0
30	Acoustical Ceiling	\$14,900.00	\$ -	\$ -		\$ -	0%	\$14,900.00	0
31	Interior Framing/Drywall/FRP	\$53,445.00	\$ -	\$ -		\$ -	0%	\$53,445.00	0
32	Flooring & Base	\$129,086.00	\$ -	\$ -		\$ -	0%	\$129,086.00	0
33	Toilet Accessories/Toilet Partitions/Fire Extinguishers/Flood Vents/Bike Racks/Signage	\$74,529.00	\$ -	\$ -		\$ -	0%	\$74,529.00	0
34	Equipment	\$66,753.00	\$ -	\$ -		\$ -	0%	\$66,753.00	0
35	Elevator	\$98,669.00	\$ -	\$ -		\$ -	0%	\$98,669.00	0
36	Fire Sprinkler	\$136,500.00	\$ -	\$ -		\$ -	0%	\$136,500.00	0
37	HVAC	\$580,462.00	\$ -	\$ -		\$ -	0%	\$580,462.00	0
38	Plumbing	\$643,336.00	\$ -	\$ -		\$ -	0%	\$643,336.00	0
39	Electrical	\$1,107,857.00	\$ -	\$ -		\$ -	0%	\$1,107,857.00	0
40		\$0.00	\$ -	\$ -		\$ -	0%	\$0.00	0
41		\$0.00	\$ -	\$ -		\$ -	0%	\$0.00	0
42		\$0.00	\$ -	\$ -		\$ -	0%	\$0.00	0

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

J Jones Navigational Center
 Pedro Falcon Contractors, Inc.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: BID
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
	Contract Totals:	\$8,765,811.00	\$ -	\$ -	\$ -	\$ -	0%	\$8,765,811.00	\$ -

-
-
-

BID PROPOSAL FORM – CONT.

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:

Charley Toppino & Sons, Inc.

Name

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

Anschuetz Aluminum Two, Inc.

Name

1649 SW 1st Way Suite # 2, Deerfield Beach, Florida, 33441
Street City State Zip

Blue Native of the Florida Keys

Name

739 Washington Ave. Suite 901267, Homestead, Florida, 33090
Street City State Zip

Bella Construction of Key West, Inc.

Name

35 Diamond Drive, Key West, Florida, 33040
Street City State Zip

Insulation Masters

Name

13991 SW 144 Ave #305, Miami, Florida, 33186
Street City State Zip

BID PROPOSAL FORM – CONT.

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:

A Plus Roofing

Name

5686 Maloney Ave., Key West, Florida, 33040
Street City State Zip

Key West Windows

Name

5582 1st Ave. Unit 102, Key West, Florida, 33040
Street City State Zip

Professional Plastering Designs, Inc.

Name

5409 Overseas Hwy, Marathon, Florida, 33050
Street City State Zip

SB Painting and Grounds

Name

49G Miriam Street, Key West, Florida, 33040
Street City State Zip

ABC/All American Ceiling

Name

1314 East Las Olas Blvd., Ft. Lauderdale, Florida, 33301
Street City State Zip

BID PROPOSAL FORM – CONT.

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:

Mowrey Elevator

Name

3300 S.W. 50th Ave. , Davie , Florida , 33314
Street City State Zip

Commercial Laundry Equipment Company

Name

1114 53rd Ct. S , West Palm Beach , Florida , 33407
Street City State Zip

Debonair Mechanical

Name

13972 NW 60 Ave. , Miami Lakes , Florida , 33014
Street City State Zip

DAB Mechanical

Name

1717 S.W. 1st Way Suite 27 , Deerfield Beach , Florida , 33441
Street City State Zip

Protection Plus

Name

412 White Street #101 , Key West , Florida , 33040
Street City State Zip

BID PROPOSAL FORM – CONT.

SURETY

Travelers Casualty and Surety Company of America whose address is

One Tower Square, Hartford, CT, 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Pedro Falcon Contractors, Inc. doing business at

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

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

Name	Title
<u>Christian Brisson</u>	<u>President, Director, & Secretary</u>
_____	_____
_____	_____
_____	_____
_____	_____

BID PROPOSAL FORM – CONT.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2023.

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 10 day of January 2024

(SEAL)

Pedro Falcon Contractors, Inc.
Name of Corporation



By [Signature], Christian Brisson

Title as President

Attest Christian Brisson
Secretary

BID PROPOSAL FORM – CONT.

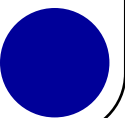
EXPERIENCE OF BIDDER

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

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

Please See Attached Project List

Bid Bond



FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT: \$ 5% of Amount 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

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 **ITB #23-021 JOHN JONES NAVIGATION CENTER CONSTRUCTION**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

ITB #23-021

JOHN JONES NAVIGATION CENTER CONSTRUCTION

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 10th day of January, 2024.

Pedro Falcon Electrical Contractors, Inc.

By 
PRINCIPAL

Travelers Casualty and Surety Company of America
SURETY

By 
Attorney-In-Fact
Joseph P. Nielson





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint David R Hoover, Kristy L Collins, Jarrett Merlucci, Shawn A. Burton, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER of Miami Lakes, Florida, their true and lawful Attorney (s)-in-Fact 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 the, r 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 **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of January, 2024




Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney 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: [Signature]
Christian Brisson

Sworn and subscribed before me this 10 day of January 2024.

[Signature]
NOTARY PUBLIC, State of Florida at Large

 Mari Andruzzi
Comm.: HH 367485
Expires: February 28, 2027
Notary Public - State of Florida

My Commission Expires: Feb 28th, 2027

* * * * *

**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 John Jones Navigation Center ITB #23-021

2. This sworn statement is submitted by Pedro Falcon 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 _____

Federal ID No: 59-2550231

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

signing this sworn statement N/A

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

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

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

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

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

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

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

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

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

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

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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



 (signature)

January 10, 2024

 (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 10 day of January, 2024

My commission expires: Feb 28th, 2027



Mari Andruzzi
 Comm.: HH 367485
 Expires: February 28, 2027
 Notary Public - State of Florida



 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: Pedro Falcon Contractors, Inc.

SEAL:



 31160 Avenue C, Big Pine Key, FL 33043

Address

Signature

 Christian Brisson

Print Name

 as President

Title

DATE: January 10, 2024

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 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 Code of Ordinances Sec. 2-799.

By: 
Christian Brisson

Sworn and subscribed before me this 10 day of January 2024


NOTARY PUBLIC, State of Florida at Large

 **Mari Andruzzi**
Comm.: HH 367485
Expires: February 28, 2027
Notary Public - State of Florida

My Commission Expires: Feb. 28th, 2027

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

: SS

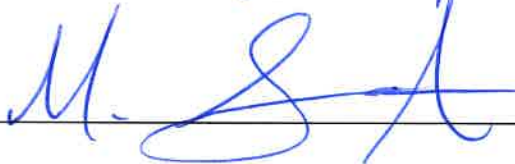
COUNTY OF MONROE)

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

Sworn and subscribed before me this

10 day of January 2024





Mari Andruzzi
Comm.: HH 367485
Expires: February 28, 2027
Notary Public - State of Florida

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: Feb 28th, 2027

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

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

By: 
Christian Brisson

Sworn and subscribed before me this

10 day of January, 2024


NOTARY PUBLIC, State of Florida at Large



Mari Andruzzi
Comm.: HH 367485
Expires: February 28, 2027
Notary Public - State of Florida

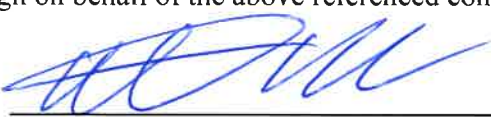
My Commission Expires: Feb 28th, 2027

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>Pedro Falcon Contractors, Inc.</u>		
Vendor FEIN: <u>59-2550231</u>		
Vendor's Authorized Representative Name and Title: <u>Christian Brisson, as President</u>		
Address: <u>31160 Avenue C</u>		
City: <u>Big Pine Key</u>	State: <u>Florida</u>	Zip: <u>33043</u>
Phone Number: <u>(305) 872-2200 ext. 26</u>		
Email Address: <u>cb@pedrofalcon.com</u>		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: <u>Christian Brisson</u>	<u>as President</u>
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.	
Authorized Signature: 	

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification
Equal Benefits for Domestic Partners Affidavit;
Non-Collusion Affidavit; Scrutinized Companies List Certification;
Proof of Required Insurance

* * * * *

Contract Forms

(To Be Completed Upon Contract Award)



PART 2 - CONTRACT FORMS

[To Be Completed Upon Contract Award]

DRAFT CONTRACT AGREEMENT

This Contract, made and entered into X day of X 20 X ,
by and between the City of Key West, hereinafter called the "Owner", and
 Pedro Falcon 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 #23-021 JOHN JONES NAVIGATION CENTER CONSTRUCTION** Key West, Florida to the extent of the Bid made by the Contractor, dated the X day of .

 X , 20 X , all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, GENERAL SPECIFICATIONS and DRAWINGS are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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 Bid 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 **four hundred twenty-five (425) calendar 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.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

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 **\$500.00** 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 effect.

[To Be Completed Upon Contract Award]

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this X day
of _____ X _____, A.D., 20X.

CITY OF KEY WEST

By _____ X _____

Printed _____ X _____

Title _____ X _____

CONTRACTOR

By _____ X _____

Printed _____ X _____

Title _____ X _____

APPROVED AS TO FORM

X _____
Attorney for Owner

* * * * *

[To Be Completed Upon Contract Award]

FLORIDA PERFORMANCE BOND

BOND NO. X

AMOUNT: \$ X

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section
255.05 X

with offices at X

hereinafter called the CONTRACTOR (Principal), and

 X

with offices at X

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:

 X DOLLARS (\$ X),

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 X , 20X, 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 (Not required as part of this contract), 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

[To Be Completed Upon Contract Award]

- 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 X day of X , 20__ , 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: _____ X _____

(SEAL)

ATTEST

SURETY

By: _____ X _____

(SEAL)

ATTEST

[To Be Completed Upon Contract Award]

FLORIDA PAYMENT BOND

BOND NO. _____ X _____

AMOUNT: \$ _____ X _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____ X _____

with offices at _____ X _____
hereinafter called the CONTRACTOR, (Principal), and

_____ X _____

with offices at _____ X _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____ X _____

_____ X _____, 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:

_____ X _____ DOLLARS(_____ X _____), 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 #23-021 JOHN JONES NAVIGATION CENTER CONSTRUCTION attached hereto, with

the CITY, dated _____ X _____

_____ X _____, 20X, 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

[To Be Completed Upon Contract Award]

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 (Not required as part of this contract), 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 in 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 X day of X , 20 X , 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: X

(SEAL)

ATTEST

SURETY

By: X

(SEAL)

ATTEST

LICENSE REQUIREMENT

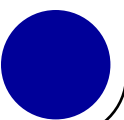
A City of Key West Business License Tax Receipt is required for this project. The contractor must be General Contractor, Building Contractor or Engineering Contractor. City of Key West Business License Tax Receipt may be found on the City website.

<https://www.cityofkeywest-fl.gov/817/DBPR-State-Licensed-Contractor-On-Line-F>

[To Be Completed Upon Contract Award]

Conditions Of The Contract

(Acknowledged)



PART 3 - CONDITIONS OF THE CONTRACT

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DEFINITIONS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words “as approved”, unless otherwise qualified, shall be understood to be followed by the words “by the ENGINEER for conformance with the Contract Document”.

2. AS SHOWN, AND AS INDICATED

The words “as shown” and “as Indicated” shall be understood to be followed by the words “on the Drawings”.

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Proposal for the work contemplated.

4. CONTRACT DOCUMENTS

The “Contract Documents” consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings, all modifications thereof incorporated into the Documents before their execution, Change Orders, and all other requirements incorporated by specific reference thereto. These form the Contract.

5. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the OWNER.

6. CONTRACT COMPLETION

The “Contract Completion” is the date the OWNER accepts the entire work as being in compliance with the Contract Documents, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article, “Final Payment” of these General Conditions.

7. DAYS

Unless otherwise specifically stated, the term “days” will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

8. DRAWINGS

The term “Drawings” refers to the official Drawings, Profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the ENGINEER, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term “ENGINEER” means ENGINEER or his authorized representative.

10. NOTICE

The term “notice” or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUAL

The term “or equal” shall be understood to indicate that the “equal” Product is equivalent to or better than the Product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the Project design requirements will be made by the ENGINEER. Such equal Products shall not be purchased or installed by the CONTRACTOR without written authorization.

12. OWNER

The person, organization, or public body identified as such in the Contract Documents.

13. PLANS (See Drawings)

14. SPECIFICATIONS

The term “Specifications” refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain

administrative details applicable thereto. Where standard specifications, such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

15. NOTICE TO PROCEED

A written notice given by the OWNER to the CONTRACTOR (with a copy to the ENGINEER) fixing the date on which the Contract time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the OWNER.

16. SUBSTANTIAL COMPLETION

“Substantial Completion” shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the ENGINEER’s written notice of Substantial Completion, sufficient to Provide the OWNER, at his discretion, the full-time use of the Project or defined portion of the Project for the purposes for which it was intended. “Substantial Completion” of an operating facility shall be that degree of completion that has Provided a minimum of 7 continuous days of successful, trouble-free, operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the ENGINEER. All equipment contained in the work, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended, shall be complete on the substantial completion date.

17. WORK

The word “work” within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good Practice to Provide a complete and satisfactory system or structure. As used herein, “Provide” shall be understood to mean “furnish and install, complete in-place “.

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the 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. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Invitation to Bid, except as may be otherwise specifically stated. However, no Provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any ENGINEER’s consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the Provisions of Article LIMITATIONS ON ENGINEER’S RESPONSIBILITIES.

19. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the ENGINEER immediately. The ENGINEER will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, Precedence shall be given in the following order:

- A. CONTRACT
- B. PROPOSAL
- C. SUPPLEMENTARY CONDITIONS
- D. INVITATION TO BID
- E. INSTRUCTIONS TO BIDDERS
- F. GENERAL CONDITIONS
- G. SPECIFICATIONS
- H. DRAWINGS

Addenda shall take Precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

20. CHANGES IN THE WORK

The OWNER, without notice to the Sureties and without invalidating the Contract, may order changes in the work within

the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the ENGINEER may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the Project, but otherwise, except in an emergency endangering life and Property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the OWNER, countersigned by the ENGINEER.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated Profits.

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

The CONTRACTOR shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the CONTRACTOR from the obligations of this Contract. No verbal agreement or conversation with any officer, agent, or employee of the OWNER or with the ENGINEER either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

The CONTRACTOR shall keep one copy of the Contract Documents on the job- site, in good order, available to the ENGINEER and to his representatives.

The CONTRACTOR shall maintain on a daily basis at the jobsite, and make available to the ENGINEER on request, one current record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the CONTRACTOR shall give the ENGINEER one complete set of these marked up record Drawings.

23. ADDITIONAL CONTRACT DOCUMENTS

Copies of Contract Documents or Drawings may be obtained on request from the ENGINEER and by paying the actual cost of reproducing the Contract Documents or Drawings.

24. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Contract Documents, and copies thereof furnished by the ENGINEER are instruments of service for this Project. They are not to be used on other work and are to be returned to the ENGINEER on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the ENGINEER will be at the risk of the user and without liability or legal expense to the ENGINEER. Such user shall hold the ENGINEER harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the ENGINEER to further compensation at rates to be agreed upon by the user and the ENGINEER.

THE ENGINEER

25. AUTHORITY OF THE ENGINEER

The ENGINEER will be the OWNER's representative during the construction period. His authority and responsibility will be limited to the Provisions set forth in these Contract Documents. The ENGINEER will have the Authority to reject work that does not conform to the Contract Documents. However, neither the ENGINEER's authority to act under this Provision, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any SUBCONTRACTOR, their respective Sureties, any of their agents or employees, or any other person performing any of the work.

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the Progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he will not be responsible for construction means, methods, techniques, sequences, or Procedures, or for safety Precautions and Programs in connection with the work. Visits and observations made by the ENGINEER shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

The ENGINEER will make recommendations to the OWNER, in writing, on all claims of the OWNER or the CONTRACTOR arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or

technical nature, and will not include the legal interpretation of the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the OWNER. Such recommendation shall be necessary before the CONTRACTOR can receive additional money under the terms of the Contract. Changes in work ordered by the ENGINEER shall be made in compliance with Article CHANGES IN THE WORK.

One or more Project representatives may be assigned to observe the work. It is understood that such Project representatives shall have the authority to issue notice of nonconformance and make decisions within the limitations of the authority of the ENGINEER. The CONTRACTOR shall furnish all reasonable assistance required by the ENGINEER or Project representatives for Proper observation of the work. The above-mentioned Project representatives shall not relieve the CONTRACTOR of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety Precautions, in conformance with the intent of the Contract.

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or Procedures of construction, or the safety Precautions and Programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any supplier, or of any other person or organization performing or furnishing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "Proper", or "satisfactory", or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the Provisions of this Article.

28. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to expiration of the warranty period shall be removed and replaced by work which

shall conform to the Provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the Project site.

Failure on the part of the ENGINEER to condemn or reject bad or inferior work or to note nonconforming materials or equipment on CONTRACTOR submittals shall not be construed to imply acceptance of such work. The OWNER shall reserve and retain all of its rights and remedies at law against the CONTRACTOR and its Surety for correction of any and all latent defects discovered after the guarantee period.

29. LINES AND GRADES

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully preserved by the CONTRACTOR, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the CONTRACTOR's expense.

30. SUBMITTALS

After checking and verifying all field measurements and after complying with applicable Procedures specified in Division I, GENERAL REQUIREMENTS, CONTRACTOR shall submit to ENGINEER, in accordance with the schedule for submittals for review, shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment), which shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submittal. All submittals shall be identified as ENGINEER may require. The data shown shall be complete with respect to quantities, dimensions specified, performance and design criteria, materials, and similar data to enable ENGINEER to review the information. CONTRACTOR shall also submit to ENGINEER for review, with such Promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each submittal, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to ENGINEER for review and approval of each variation.

ENGINEER will review submittals with reasonable Promptness, but ENGINEER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or Procedures of construction (except where a specific means, method, technique, sequence, or Procedure of construction is indicated in or required by the Contract Documents) or to safety Precautions or Programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on Previous submittals.

ENGINEER's review of submittals shall not relieve CONTRACTOR from the responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the Provisions herein.

Where a shop drawing or sample is required by the specifications, any related work performed Prior to ENGINEER's review and approval of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

31. DETAIL DRAWINGS AND INSTRUCTIONS

The ENGINEER will furnish, with reasonable Promptness, additional instructions by means of Drawings or otherwise, if, in the ENGINEER's opinion, such are required for the Proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

The CONTRACTOR shall independently perform all work under this Contract and shall not be considered as an agent of the OWNER or of the ENGINEER, nor shall the CONTRACTOR's SUBCONTRACTORS or employees be subagents of the OWNER or of the ENGINEER.

32. (a) ASSIGNMENT OF CONTRACT

Assignment of any part or the whole of this Contract shall be subject to review and approval of the City Commission.

33. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the CONTRACTOR shall submit to the ENGINEER the names of all SUBCONTRACTORS Proposed for the work, including the names of any SUBCONTRACTORS that were submitted with the Proposal. The CONTRACTOR shall not employ any SUBCONTRACTORS to which the OWNER may object to as lacking capability to properly perform work of the type and scope anticipated.

The CONTRACTOR is as fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the OWNER or ENGINEER.

34. INSURANCE AND LIABILITY

A. GENERAL

The CONTRACTOR shall provide (from insurance companies acceptable to the OWNER) the insurance coverage designated hereinafter and pay all costs before commencing work under this Contract. The CONTRACTOR shall furnish the OWNER with certificates of insurance specified herein showing the type, amount class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days' written notice has been received by the OWNER."

In case of the breach of any Provision of this Article, the OWNER, at his option, may take out and maintain, at the

expense of the CONTRACTOR, such insurance as the OWNER may deem Proper and may deduct the cost of such insurance from any monies which may be due or become due the CONTRACTOR under this Contract.

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The CONTRACTOR shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the Project under this Contract. In case any such work is subcontracted, the CONTRACTOR shall require the SUBCONTRACTOR to provide similar Workmen's Compensation and Employer's Liability Insurance for all of the SUBCONTRACTOR's employees to be engaged in such work.

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The CONTRACTOR shall maintain during the life of this Contract such general liability, completed operations and Products liability, and automobile liability insurance as will Provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for Property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the CONTRACTOR under Article **INDEMNITY**. Coverage for Property damage shall be on a "broad form" basis with no exclusions for "X, C & U". The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event any work under this Contract is performed by a SUBCONTRACTOR, the CONTRACTOR shall be responsible for any liability directly or indirectly arising out of the work performed by the SUBCONTRACTOR; to the extent such liability is not covered by the SUBCONTRACTOR's insurance.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as Additional Insured's on the

CONTRACTOR's and any SUBCONTRACTOR's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the CONTRACTOR shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance coverage in an amount equal to the full value of the facilities under construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the CONTRACTOR, OWNER, and ENGINEER as their interests may appear.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as additional insured's on the CONTRACTOR's and any SUBCONTRACTOR's Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the ENGINEER, the OWNER, the CONTRACTOR, and their respective officers, agents, employees and SUBCONTRACTORS.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

35. INDEMNITY

To the maximum extent permitted by law, the CONTRACTOR shall indemnify and defend the OWNER and the ENGINEER, and their officers, employees, agents, and sub-consultants, from all claims and losses, including attorney's fees and litigation costs arising out of Property losses or health, safety, personal injury, or death claims by the CONTRACTOR, its SUBCONTRACTORS of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the OWNER or ENGINEER, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the OWNER or the ENGINEER and regardless of whether or not the CONTRACTOR is or can be named a party in a litigation.

36. EXCLUSION OF CONTRACTOR CLAIMS

In performing its obligations, the ENGINEER and its consultants may cause expense for the CONTRACTOR or its

SUBCONTRACTORS and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the ENGINEER, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed.

37. TAXES AND CHARGES

The CONTRACTOR shall withhold and pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their Provisions throughout the performance of the Contract.

39. CODES, ORDINANCES, PERMITS AND LICENSES

The CONTRACTOR shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The CONTRACTOR shall at all times comply with said codes and ordinances, laws, and regulations, and Protect and indemnify the OWNER, the ENGINEER and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for Prosecution and completion of the work shall be secured and paid for by the CONTRACTOR, unless otherwise specified.

40. SUPERINTENDENCE

The CONTRACTOR shall keep at the project site, competent supervisory personnel. The CONTRACTOR shall designate, in writing, before starting work, a Project superintendent who shall be an employee of the CONTRACTOR and shall have complete authority to represent and to act for the CONTRACTOR. ENGINEER shall be notified in writing prior to any change in superintendent assignment. The CONTRACTOR shall give efficient supervision to the work, using his best skill and attention. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, and Procedures, and for providing adequate safety Precautions and coordinating all portions of the work under the Contract. It is specifically

understood and agreed that the ENGINEER, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, Procedures, or for providing adequate safety Precautions in connection with the work under Contract.

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

The superintendent shall receive for the CONTRACTOR all communications from the ENGINEER. Communications of major importance will be confirmed in writing upon request from the CONTRACTOR.

The ENGINEER may schedule Project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and the names of persons required to be Present shall be as determined by the ENGINEER. CONTRACTOR shall comply with these attendance requirements and shall also require his SUBCONTRACTORS to comply.

42. SAFETY

The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and Property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety Provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The CONTRACTOR's failure to thoroughly familiarize himself with the aforementioned safety Provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety Program that will effectively incorporate and implement all required safety Provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety Program. The duty of the ENGINEER to conduct construction review of the work does not include review or approval of the adequacy of the CONTRACTOR's safety Program, safety supervisor, or any safety measures taken in, on, or near the construction site. The CONTRACTOR, as a part of his safety Program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as Prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the Procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the

accident shall be reported immediately by telephone or messenger to both the ENGINEER and the OWNER. In addition, the CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

43. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall at all times safely guard and Protect from damage the OWNER's Property, adjacent Property, and his own work from injury or loss in connection with this Contract. All facilities required for Protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

The CONTRACTOR shall Protect his work and materials from damage due to the nature of the work, the elements, carelessness of other CONTRACTORS, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the Prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR.

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of Property, and/or safety of life, the CONTRACTOR shall act, without previous instructions from the OWNER or ENGINEER, as the situation may warrant. The CONTRACTOR shall notify the ENGINEER thereof immediately thereafter. Any claim for compensation by the CONTRACTOR, together with substantiating documents in regard to expense, shall be submitted to the OWNER through the ENGINEER and the amount of compensation shall be determined by agreement.

45. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the CONTRACTOR shall Provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The

CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the Project, the OWNER and ENGINEER assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

46. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed (including OWNER-furnished equipment) in compliance with these requirements. CONTRACTORS and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. CONTRACTORS shall notify all equipment suppliers and SUBCONTRACTORS of the Provisions of this Article.

47. SUBSTITUTION OF MATERIALS

Except for OWNER-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, Product, fixture, form, type of construction, or Process is indicated or specified by patent or Proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or Process desired. This Procedure is not to be construed as eliminating from competition other Products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The CONTRACTOR may, in such cases, submit complete data to the ENGINEER for consideration of another material, type, or Process that shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The ENGINEER will be the sole judge of the substituted article or material.

48. TESTS, SAMPLES, AND OBSERVATIONS

The CONTRACTOR shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the ENGINEER. When required, the CONTRACTOR shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The OWNER, ENGINEER, and authorized government agents, and their representatives shall at all times be Provided safe access to the work wherever it is in Preparation or Progress, and the CONTRACTOR shall Provide facilities for such access and for observations, including maintenance of temporary and permanent access.

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the CONTRACTOR shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the ENGINEER, it shall, if required by the ENGINEER, be uncovered for examination at the CONTRACTOR's expense.

Reexamination of questioned work may be ordered by the ENGINEER, and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the OWNER will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the CONTRACTOR shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the CONTRACTOR.

49. ROYALTIES AND PATENTS

The CONTRACTOR shall pay all royalty and licenses fees, unless otherwise specified. The CONTRACTOR shall defend all suits or claims for infringement of any patent rights and shall save the OWNER and the ENGINEER harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the CONTRACTOR, its SUBCONTRACTORS, or respective employees or if the ENGINEER should fail to make recommendation for payment to the OWNER or return payment request to CONTRACTOR for revision within 30 days after it is due, or if the OWNER should fail to pay the CONTRACTOR within 30 days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the ENGINEER, then the CONTRACTOR may, upon 15 days' written notice to the OWNER and the ENGINEER, stop work or terminate this Contract and recover from the OWNER payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, Provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the ENGINEER for specified items of equipment, or within such longer period as may be Prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Unremedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The CONTRACTOR further assumes responsibility for a similar guarantee for all work and materials provided by SUBCONTRACTORS or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, AND Article SUBSTANTIAL COMPLETION DATE, in these General Conditions.

The CONTRACTOR also agrees to hold the OWNER and the ENGINEER harmless from liability of any kind arising from damage due to said defects. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order for same from the OWNER. If the CONTRACTOR fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the OWNER may have the defective work corrected or the rejected work removed and replaced, and the CONTRACTOR and his Surety shall be liable for the cost thereof.

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

Following execution of the Contract, the CONTRACTOR shall meet with the OWNER and ENGINEER relative to his arrangements for prosecuting the work.

53. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the CONTRACTOR shall Prepare and submit to the ENGINEER, a Progress schedule showing the dates on which each part or division of the work is expected to be started and finished, and a Preliminary schedule

for submittals. The Progress schedule for submittals shall be brought up to date and submitted to the ENGINEER at the end of each month or at such other times the ENGINEER may request.

The CONTRACTOR shall forward to the ENGINEER, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These Progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the submitted Progress schedule, the CONTRACTOR shall submit in writing a plan acceptable to the OWNER and ENGINEER for bringing the work up to schedule.

The OWNER shall have the right to withhold Progress payments for the work if the CONTRACTOR fails to update and submit the Progress schedule and reports as specified.

54. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of Progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the Progress schedule.

If the CONTRACTOR desires to carry on work at night or outside the regular hours, he shall give timely notice to the ENGINEER to allow satisfactory arrangements to be made for observing the work in Progress.

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work completed under this Contract shall Prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the OWNER shall have the right and authority to retain such work but will make such deductions in the final payment therefore as may be just and reasonable.

56. OWNER'S RIGHT TO DO WORK

Should the CONTRACTOR neglect to Prosecute the work in conformance with the Contract Documents or neglect or refuse at his own cost to remove and replace work rejected by the ENGINEER, then the OWNER may notify the Surety of the condition, and after 10 days' written notice to the

CONTRACTOR and the Surety, or without notice if an emergency or danger to the work or public exists, and without Prejudice to any other right which the OWNER may have under Contract, or otherwise, take over that portion of the work which has been improperly or non timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the CONTRACTOR.

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the CONTRACTOR should abandon the work or if he should persistently or repeatedly refuse or should fail to make prompt payment to SUBCONTRACTORS for material or labor, or to persistently disregard laws, ordinances, or to prosecute the work in conformance with the Contract Documents, or otherwise be guilty of a substantial violation of any Provision of the Contract or any laws or ordinance, then the OWNER may, without Prejudice to any other right or remedy, and after giving the CONTRACTOR and Surety 10 days' written notice, transfer the employment for said work from the CONTRACTOR to the Surety. Upon receipt of such notice, such Surety shall enter upon the Premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract and employ by Contract or otherwise, any qualified person or persons to finish the work and Provide the materials therefore, in accordance with the Contract Documents, without termination of the continuing full force and effect of this contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the CONTRACTOR to make any claim for the same or any part thereof.

If, after the furnishing of said written notice to the Surety, the CONTRACTOR and the Surety still fail to make reasonable Progress on the performance of the work, the OWNER may terminate the employment of the CONTRACTOR and take possession of the Premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient and charge the cost thereof to the CONTRACTOR and the Surety. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the CONTRACTOR and the Surety shall pay the difference to the OWNER.

58. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR is delayed in the Progress of the work by any act or neglect of the OWNER or the ENGINEER, or by any separate CONTRACTOR employed by the OWNER, or by strikes, lockouts, fire, adverse weather conditions not

reasonably anticipated, or acts of Nature, and if the CONTRACTOR, within 48 hours of the start of the occurrence, gives written notice to the OWNER of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the CONTRACTOR gives written notice to the OWNER of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the ENGINEER determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time. No extension of time will be granted to the CONTRACTOR for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly Precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact Progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the CONTRACTOR or his SUBCONTRACTORS, including OWNER-selected equipment shall not be considered as a just cause for delay, unless the OWNER determines that for good cause the delay is beyond the control of the CONTRACTOR. The CONTRACTOR shall be fully responsible for the timely ordering, scheduling, complete the work is the per-diem rate, as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs, which may be accrued by the OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

59. DIFFERING SITE CONDITIONS

The CONTRACTOR shall promptly, and before the conditions are disturbed, give a written notice to the OWNER and ENGINEER of:

- A. subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,
- B. unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in

work of the character provided for in the Contract.

The ENGINEER will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, and equitable adjustment shall be made under this Article and the Contract modified in writing accordingly.

No request by the CONTRACTOR for an equitable adjustment to the Contract under this Article will be allowed, unless the CONTRACTOR has given the written notice required; Provided that the time prescribed above for giving written notice may be extended by the OWNER.

No request by the CONTRACTOR for an equitable adjustment to the Contract for differing site conditions will be allowed if made after final payment under this Contract.

60. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as Provided in the Contract, the CONTRACTOR shall reimburse the OWNER for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

61. OTHER CONTRACTS

The OWNER reserves the right to let other Contracts in connection with the work. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends for Proper execution or results upon the work of any other CONTRACTOR, utility service company or OWNER, the

CONTRACTOR shall inspect and Promptly report to the ENGINEER in writing any patent or apparent defects to deficiencies in such work that render it unsuitable for such Proper execution and results. The CONTRACTOR's failure to so report shall constitute and acceptance of the work by others as being fit and Proper for integration with work under this Contract, except for latent or non apparent defects and deficiencies in the work.

62. USE OF PREMISES

The CONTRACTOR shall confine his equipment, the storage of materials and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the ENGINEER, and shall not unreasonably encumber the Premises with his materials. The CONTRACTOR shall provide, at his own expense, the necessary rights-of-way and access to the work, which may be required outside the limits of the OWNER's Property and shall furnish the ENGINEER copies of permits and agreements for use of the Property outside that provided by the OWNER.

The CONTRACTOR shall not load nor permit any part of the structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the work or adjacent Property to stresses or Pressures that will endanger it.

63. SUBSTANTIAL COMPLETION DATE

The ENGINEER may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the OWNER will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the CONTRACTOR from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under DEFINITIONS of these General Conditions.

64. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the Presence of the ENGINEER to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the ENGINEER. Schedule such testing with the ENGINEER at least one week in advance of the planned date for testing.

65. OWNER'S USE OF PORTIONS OF THE WORK

Following issuance of the written notice of Substantial

Completion, the OWNER may initiate operation of the facility. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the OWNER.

66. CUTTING AND PATCHING

The CONTRACTOR shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together Properly and fit it to receive or be received by work of other CONTRACTORS shown upon or reasonably implied by the Drawings.

67. CLEANING UP

The CONTRACTOR shall, at all times, keep Property on which work is in Progress and the adjacent Property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the CONTRACTOR shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

The OWNER's request for quotations on alterations to the work shall not be considered authorization to proceed with the work expediting, delivery, and installation of all equipment and materials. Within a reasonable period after the CONTRACTOR submits to the OWNER a written request for an extension of time, the ENGINEER will Present his written opinion to the OWNER as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The OWNER will make the final decision on all requests for extension of time.

Prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and profit. OWNER may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the CONTRACTOR for the work or alteration defined in the Change Order. By signing the Change Order, the CONTRACTOR acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay, or any other impact claim or ripple effect, and

Acknowledge

by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

At the OWNER's option, payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below, as applicable:

A. UNIT PRICES

Those unit Prices stipulated in the Proposal shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original bid quantity, a new unit Price shall be negotiated upon demand of either party. Unit Prices for new items included in the Change Order shall be negotiated and mutually agreed upon.

B. LUMP SUM

A total lump sum for the work negotiated and mutually acceptable to the CONTRACTOR and the OWNER. Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and Profit, all calculated as specified under "C" below.

C. COST REIMBURSEMENT WORK

The term "cost reimbursement" shall be understood to mean that payment for the work will be made on a time and expense basis, that is, on an accounting of the CONTRACTOR's forces, materials, equipment, and other items of cost as required and used to do the work.

If the method of payment cannot be agreed upon Prior to the beginning of the work, and the OWNER directs by written Change Order that the work be done on a cost reimbursement basis, then the CONTRACTOR shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or his SUBCONTRACTOR.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a

value in excess of \$100. Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

4. Additional bond, as required and approved by the OWNER.
5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

In addition to items 1 through 5 above, an added fixed fee for general overhead and Profit shall be negotiated and allowed for the CONTRACTOR (or approved SUBCONTRACTOR) actually executing the Cost Reimbursement work.

An additional fixed fee shall be negotiated and allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by a SUBCONTRACTOR of a SUBCONTRACTOR, unless by written permission from the OWNER.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, Profit, and any other general expense. The CONTRACTOR's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The CONTRACTOR shall furnish the ENGINEER report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the CONTRACTOR, SUBCONTRACTOR or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the CONTRACTOR or his authorized agent.

The OWNER reserves the right to furnish such materials and equipment as he deems expedient and the CONTRACTOR shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the CONTRACTOR

shall submit to the ENGINEER, detailed and complete documented verification of the CONTRACTOR's and any of his SUBCONTRACTORS' actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

69. PARTIAL PAYMENTS

A. GENERAL

Nothing in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the Provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the OWNER and acceptance by the CONTRACTOR of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as a basis for computing the amounts of the partial payments.

B. ESTIMATE

At least 30 days before each Progress payment falls due, as specified in the Supplementary Conditions, the CONTRACTOR shall submit to the ENGINEER a detailed estimate of the amount earned during the Preceding month for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the Project site suitable stored and Protected Prior to incorporation into the work.

ENGINEER will, within 7 days after receipt of each request for payment, either indicate in writing a recommendation of payment and present the request to OWNER, or return the request to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may, within 7 days, make the necessary corrections and resubmit the request.

ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such an extent as may be necessary in ENGINEER's opinion to protect the OWNER from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement;
2. Written claims have been made against OWNER or

Liens have been filed in connection with the work;

3. The Contract Price has been reduced because of Change Orders;
4. OWNER has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;
5. Of CONTRACTOR's unsatisfactory Prosecution of the work in accordance with the Contract Documents; or
6. CONTRACTOR's failure to make payment to SUBCONTRACTORS or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

Unless modified in the Supplementary Conditions, deductions from the estimate will be as described below:

1. The OWNER will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent 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. When the work is 50 percent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for a greater retainage. The OWNER may reinstate the retainage up to 10 percent if the OWNER determines, at his discretion, that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 for any one item.
2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to include a list of

such materials on the Partial Payment Request. At his sole discretion, the ENGINEER may approve items for which partial payment is to be made. Partial payment shall be based on the CONTRACTOR's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and Protection shall be provided by the CONTRACTOR, and as approved by the ENGINEER. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

3. CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices received by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the CONTRACTOR from the amount earned, the amount due will be made payable to the CONTRACTOR. Recommendations for payment received by the OWNER less than 9 days Prior to the scheduled day for payment will not be Processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

In any case where the CONTRACTOR deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the CONTRACTOR shall notify the ENGINEER, in writing, of his intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the ENGINEER is not afforded proper facilities by the CONTRACTOR for keeping strict account of actual cost, then the CONTRACTOR hereby agrees to waive the claim for such additional time or compensation. Such notice by the CONTRACTOR, and fact that the ENGINEER has kept account of the cost as aforesaid, shall not in any way be

construed as proving the validity of the claim.

No extension of time will be granted to the CONTRACTOR for delays resulting from extra work that have no measurable impact on the completion of the total work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the OWNER and ENGINEER within 10 days following completion of that portion of the work for which the CONTRACTOR bases his claim. Failure to make the claim for additional compensation in the manner and within the time specified above shall constitute waiver of that claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article PAYMENT FOR CHANGE ORDERS.

71. RELEASE OF LIENS OR CLAIMS

The CONTRACTOR shall indemnify and hold harmless the OWNER from all claims for labor and materials furnished under this Contract. Prior to the final payment, the CONTRACTOR shall furnish to the OWNER, as part of his final payment request, a certification that all of the CONTRACTOR's obligations on the project have been satisfied and that all monetary claims and indebtedness have been paid. The CONTRACTOR shall furnish complete and legal effective releases or waivers, satisfactory to the OWNER, of all liens arising out of or filed in connection with the work.

72. FINAL PAYMENT

Upon completion of all the work under this Contract, the CONTRACTOR shall notify the ENGINEER, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the ENGINEER will inspect and, if acceptable, submit to the OWNER his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the CONTRACTOR. Upon approval of this final estimate by the OWNER and compliance by the CONTRACTOR with Provisions in Article **RELEASE OF LIENS OR CLAIMS**, and other Provisions as may be applicable, the OWNER shall pay to the CONTRACTOR all monies due him under the Provisions of these Contract Documents.

73. NO WAIVER OF RIGHTS

Neither the inspection by the OWNER, through the ENGINEER or any of his employees, nor any order by the OWNER for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the OWNER or ENGINEER, nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any Provision of this Contract, or any power herein reserved to the OWNER, or any right to damages herein Provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach. Acceptance or final

payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the OWNER's rights under the warranty.

**74. ACCEPTANCE OF FINAL PAYMENT
CONSTITUTES RELEASE**

The acceptance by the CONTRACTOR of the final payment shall release the OWNER and the ENGINEER, as representatives of the OWNER, from all claims and all liability to the CONTRACTOR for all things done or furnished in connection with the work, and every act of the OWNER and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provide

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Delete Article "ENGINEER" in its entirety and substitute the following:

The person or organization identified as such in the Contract Documents. The Term "ENGINEER" means ARCHITECT or their authorized representative.

ARTICLE 34 "INSURANCE & LIABILITY"

Contractor shall maintain limits no less than those stated below:

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance

- program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
 - 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
 - 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
 - 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
 - 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
 - 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
 - 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
 - 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
 - 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

SPECIFIC INSURANCE COVERAGES AND LIMITS

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000. Limit Each Accident
	\$1,000,000. Limit Disease Aggregate
	\$1,000,000. Limit Disease Each Employee

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$2,000,000. Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Builders Risk Insurance shall be maintained by the Contractor. Coverage should be provided on an "All Risk" basis to include the perils of Flood and Wind. Coverage must extend to all materials stored at the construction site that are intended to be included in the completed structure. Coverage should be provided on a "Completed Value" basis. The minimum acceptable limits for this

coverage shall the Full Replacement Value of the completed structure. **City shall be designated as the “Loss Payee” on the policy.**

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury &
Property Damage Liability \$1,000,000. Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor’s Commercial General Liability policy endorsed with “Non-Owned and Hired Automobile” Liability coverage.

Add the following Article:

G. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida. If requested, Contractor shall Provide Proof of Florida Licensure for all insurance companies. The City of Key West shall be named as Additional Insured on the insurance certificates.

ARTICLE 35 “INDEMNITY”

Delete Article “INDEMNITY” in its entirety and substitute the following:

INDEMNITY

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.

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.

ARTICLE 39 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

A. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY

The Contractor shall obtain from the City of Key West the necessary permits for work within the rights-of-way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic.

B. NOISE ORDINANCE

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday. No work should be performed during weekends or City Holidays, State Holidays and National Holidays. Any construction operations outside these hours and these days will require a variance from the City of Key West Commission.

D. "LICENSES"

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

1. Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.
2. Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

3. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:
 - a.) City of Key West Tax License Receipt;
 - b.) A valid occupational license issued by the City of Key West, Florida.

E. WORK DURING HOLIDAYS

There shall be no work during City Holidays, State Holidays and National Holidays. Any construction operations during these days shall be approved by the City of Key West.

ARTICLE 42 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

WETLAND AND MANGROVES

The Contractor shall protect abutting wetland areas and fringing mangroves including tree branches. The Contractor shall comply with all State requirements regarding mangrove trimming and debris in wetlands and mangrove areas.

ARTICLE 57 "OWNERS RIGHT TO TRANSFER EMPLOYMENT"

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- A. Owner shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for convenience, the Contractor's recovery against the Owner shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- B. The Owner shall have the right to suspend all or any portions of the Work upon giving the Contractor prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor shall be entitled to reasonable costs, expenses and time extension associated with the suspension.

ARTICLE 60 "LIQUIDATED DAMAGES"

Delete Article "LIQUIDATED DAMAGES" in its entirety and substitute the following:
LIQUIDATED DAMAGES

Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the Contract Documents or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that project outlined in Contract Documents remains uncompleted after the completion date. Liquidated damages shall be assessed. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as liquidated damages, which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor or Surety.

ARTICLE 69 "PARTIAL PAYMENTS"

Delete the first paragraph of Article "PARTIAL PAYMENTS" and substitute the following:

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work.

ARTICLE 69 "PARTIAL PAYMENTS"

Add the following:

Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

ARTICLE 69 "PARTIAL PAYMENT"

Delete Sub article E "PAYMENT" in its entirety and substitute the following:

PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

The OWNER will withhold progress payments until the Contractor has satisfied the above conditions.

ARTICLE 72 "FINAL PAYMENT"

Delete Article "FINAL PAYMENT" in its entirety and substitute the following:

FINAL PAYMENT

Upon completion of the work the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the Engineer as-built drawings of his construction. Upon receipt of a request for final payment and the as-built drawings the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with

provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

ARTICLE 72 "FINAL PAYMENT"

Add the following:

A. Acceptance and Final Payment.

Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance and subject to the terms of the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The OWNER will pay the estimate, less any sums that the OWNER may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (8) below.

1. The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the OWNER, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the OWNER, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the OWNER. To receive payment based on a FINAL PAYMENT CERTIFICATE, The Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE, and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final PAYMENT of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.
2. The Contractor has properly maintained the project, as specified hereinbefore.
3. The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity

to, or made any financial transaction of any nature with, any employee of the OWNER in the performance of the Contract.

4. The surety on the contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.
5. The Contractor has furnished all required mill tests and analysis reports to the Engineer.
6. Final payment will not be released until the City receives Certified As-built drawings in AutoCAD & Adobe format as well as:

As-Built Drawing Standards:

All supplied data collections, as-builts, drawings and files to be compatible with esri ArcGIS 10.2.2 Software. The current computing environment consists of:

- Microsoft SQL Server - Windows 7/Server 2008 - ESRI GIS Platform

Interfaces and Integrations:

The City of Key West uses a number of software applications critical to its core operation and mission. The proposed mobile asset data collection solution will need to interface or integrate with these existing platforms:

- Arc Collector-ArcGIS Online - ArcMap 10.2

Direct questions or concerns on whether your files meet this request to City of Key West GIS Department (305-809-3721).

ARTICLE 75 "FEDERAL GRANT REQUIREMENTS"

Add the following:

This project is funded in part with federal CDBG-CV funds through the Florida Department of Economic Opportunity (22CV-S14). The City will comply with 2 CFR 200, procurement standards 200.318 – 200.327, Appendix II to 2 CFR 200, and the CDBG-CV 22CV-S14 funding agreement, including but not limited to:

1. Davis-Bacon and Related Acts (DBRA), Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act apply to this Contract. See Appendix II to 2 CFR 200 (Attachment A) and Wage Determination (Attachment B) in Part V of

these Contract Documents. The Contractor is required to include the Wage Determination in all subcontracts.

2. Conflict of Interest: No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.
 - (1) The Non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

Additionally, compliance with Chapter 112 Florida Statutes is required.

3. Access to records: Representatives of the City of Key West, DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
4. Retention of records: The Contractor shall retain sufficient records on-site to show its compliance with the terms of this Contract, and the compliance of all subcontractors paid from funds under this contract, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for the City's grant award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later.

5. Small and Minority Business, Women’s Business Enterprise, and Labor Surplus Area Firms: The City of Key West is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The City, its contractors, their suppliers and subcontractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, subcontractor, vendor service, professional service, and supplier utilization. Small and minority businesses, and women’s business enterprises, and labor surplus area firms, referenced in general as MBE’s/WBE’s in this ITB, are encouraged to participate in this ITB. The City requires its Contractors to take these affirmative steps and document its efforts to obtain participation:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section.
6. Section 3 Economic Opportunities for Low- and Very Low-Income Persons: Contractors are encouraged to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The City and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

Refer to Attachment C for Section 3 Required Language to be included in any contracts and subcontracts funded by this Contract.

Refer to Attachment D for Section 3 and other Required Forms.

7. Whistleblower Protection (Attachment E): The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, “National Defense Authorization Act for Fiscal Year 2013” and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Funding recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all sub-awards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards, and contracts awarded prior to the effective date of this provision.

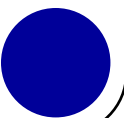
8. Procurements of Recovered Materials: The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
9. Unnecessary or Duplicative Items: Provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
10. Federal Excess and Surplus Property: The City encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
11. Settlement of All Contractual and Administrative Issues: The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute

its judgment for that of the City unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

12. Geographical Preference: Geographical preference is not allowed.
13. Domestic Preferences for Procurements: As appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federal award, prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States. For the purposes of this section:
 - 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. E-Verify (Execute Order 11-116): Contractor:
 - 1) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and
 - 2) Shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
15. Executive Order 11246: Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

* * * * *

Addenda





THE CITY OF KEY WEST

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

ADDENDUM NUMBER 1

John Jones Navigation Center

ITB 23-021

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

Questions:

Question: "Is a business/contractor's license required to work on the John Jones Navigation Center Project?"

Response: All Contractors must have a Business/Contractors License with The City of Key West to work within the City of Key West city limits and on all Construction Projects.

Question: "What is the estimated budget for this project?"

Response: The estimated budget (block construction) is \$5,600,000. This does not include the cost of alternates or permitting.

ITB 23-021 Addendum #1

ITB 23-021 Addendum #1: ITB Clarifications:

- 1) This project is designed to be FGBC (Florida Green Building Coalition) certified. Please see the attached FGBC checklist and reference-guide. Documentation of construction, per the reference guide, including methods and materials, indicating compliance with requirements for each credit achieved, will be required for submittal to FGBC at the end of the project as part of the certification process. The contractor will be responsible for documenting all requirements of certification during the construction process and will be required to submit all documentation for required credits.
- 2) Please see the attached revised sheet P-7, which changes some of the plumbing fixture flow rates, to match what is listed in the FGBC checklist.
- 3) Please see the attached alternate list, items 1-5.

ITB 23-021 Addendum #1
(continued next page)

ITB 23-021 Addendum #1 Alternates: (1-5):

Bidders will be required to complete the "Alternates Bid Schedule" as part of their overall bid submittal.

- 1) Covered Walkway with Solar Panel Array System: Contractor to provide an alternate price to build a prefabricated aluminum covered walkway with a solar panel array system on the roof as per sheet A-2.3.
- 2) Lightning Protection System: Contractor to provide an alternate price to design and install a lightning protection system on the roof as per sheet A-3.4.
- 3) Pit-less Elevator: Contractor to provide an alternate price differential to change to a Pit-less elevator as noted on sheet A-5.2.
- 4) Interior Concrete Block Wall Finish: Contractor to provide an alternate price to add a skim coat of stucco to all interior concrete block walls prior to painting as shown on sheet ID-3.1 (does not include walls that will be getting epoxy painted finish). All walls get tooled grout joints as part of base bid.
- 5) Concrete Topping Additive: Contractor to provide a price to add crystalline waterproofing admixture to the concrete toppings in all dorm rooms as per sheet SO.1 (general note 300.5).

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive.



Signature

Pedro Falcon Contractors, Inc.

Name of Business

Attachments: ITB 23-021, Alternate Bid Schedule, Page 16-1A
Florida-green-Commercial-Building-FINAL Reference-Guide-3-8-2023
KOTS FGBC Commercial Checklist V3 Rev 1 10 16 2023
Section 3 handout Pre-Bid
KOTS P-7-Layout1



THE CITY OF KEY WEST

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

ADDENDUM NUMBER 2

John Jones Navigation Center

ITB 23-021

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and technical nature and extend the Bid Time. The referenced Invitation to Bid package is hereby amended in accordance with the following items.

ITB Clarifications and Modifications:

- 1) Sealed bids for the City of Key West **ITB #23-021 JOHN JONES NAVIGATION CENTER (JJNC) CONSTRUCTION**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on January 10, 2024**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Questions:

Question: "It is difficult to verify what the builder risk cost will be for city hard bid project. It can range widely depending on how a variety of questions are answered once a project is in hand. Would it be possible for you to have the builders risk turned into an allowance for this bid?"

Response: All Contractors must bid per the bid requirements, as specified in ITB 23-021.

Question: "Looking at Section 3 handout in the Addendum, how do we meet Section 3 requirements if no Section 3 workers are qualified to be hired?"

Response: Refer to Qualitative Best Efforts that are listed in the handout. Best efforts performed throughout the project would meet the requirements of Section 3.

Question: "The MEP drawings are blurry and difficult to read some of the details. Can a clearer set of MEP drawings be provided?"

Response: Please download all drawings from Demand Star. All drawings are original and clear.

**ITB 23-021 Addendum #2
(continued next page)**

ITB 23-021 Addendum #2

Questions: (continued)

Question: "When will RFI's for the John Jones Navigation Center Due?"

Response: Questions submittal deadline is 12-8-2023

Question: "Drawing A-3.0, there are no ID drawings or construction details for the control room on the ground floor. Is this structure to be owner provided?"

Response: The Control Room referenced on sheet E-2 will be supplied by the owner. Disregard notes "See ID-?? for details".

Question: "Per specification 11400, Please clarify who is to supply and install appliances indicated on sheet A-7.1A."

Response: Equipment/appliances to be supplied and installed by the contractor are identified on A-3.3.1. Please refer to the drawings and specifications for any other contractor supplied and installed equipment.

Question: "Is Fire Protection required for the open area under the building?"

Response: Drawing LS – 2 states Contractor to provide shop drawings signed and sealed by a Florida Registered Engineer for a complete fire sprinkler system to code. This includes the fire alarm system to be submitted for review and approval by the fire department. It is the cities understanding that a sprinkler system will be required under the building.

Question: "Specification sheet A – 7.1 indicators sections 12, 13, and 14 not used. This would indicate furniture and elevator not included yet you show an elevator on sheet – 5.2 and furniture (office and beds) on A -3.1. Please clarify and specify what is in this scope."

Response: Sheets 12, 13, and 14 as stated are not used or provided with drawings and specifications. Drawing sheet, A – 5.2 is provided, gives the specifications for the required elevator, and gives details for an alternate elevator type that shall be priced. All furniture (office and beds) on -3.1 are shown for reference as to buildings use.

Question: "A sliding gate indicated in one location on C-300 is not shown at all on the architectural. Please clarify this gate's location, size, and any other required details?"

Response: No sliding gates are included in this this project.

ITB 23-021 Addendum #2
(continued next page)

ITB 23-021 Addendum #2:

Questions: (continued)

Question: "There is no signage indicated for room identification. Please clarify."

Response: Contractors to provide an allowance of \$5,000.00 for room identification signs.

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive.



Signature

Pedro Falcon Contractors, Inc.

Name of Business

Attachments:

HUD-4010 - Federal Labor Standards Provisions

Pre-Bid Meeting Sign-in Sheet

REQUIRED FORMS:

Form SC-51 – Bidding Information and Contractor Eligibility

Form SC-37 – Certification Regarding Department, Suspension, and Other Responsibility Matters (Primary Covered Transactions)

Form SC-38 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary (if applicable)

SECTION 3 REQUIRED FORMS:

Form SC-52 – Section 3 Participation Report (Construction Prime Contractor)

Form SC-53 – Section 3 Participation Report (Construction Subcontractor), (if applicable)

Form SC-54 Document for Business Claiming Section 3 Status (if applicable)



THE CITY OF KEY WEST

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

ADDENDUM NUMBER 3

John Jones Navigation Center

ITB 23-021

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and technical nature, which includes revised drawing sets. **Attachments include updated drawings with Revision #3 dated 08.15.23.** The referenced Invitation to Bid package is hereby amended in accordance with the following items.

ITB Clarifications and Modifications:

Revision #3 - dated 08-15-23, includes the following summarized changes:

- Relocating the fenced garbage area and the gas tank from the side of the building into the front area of the building.
- Relocating the handicap parking space which moved from under the side of the building to the rear of the building.
- The architectural drawings show the relocated items,
 - The plumbing drawings show the relocated hose bib and gas tank.
 - The electric drawings show some minor lighting revisions.
 - The gas tank went from above ground to underground (plumbing drawings show a detail).
 - The landscape and civil drawings reflect the minor changes.
 -
- Underground utilities were also part of the revision.
 - The civil drawings show the underground water, sewer, and fire lines (see C-500 and other detail pages).
 - The plumbing drawings show a deduct water meter on the front of the building.

All revised drawings have Revision #3 - Dated 8-15-23. The revisions are clouded.

The Structural and Solar Covered Walkway drawings did not change and are included.

ITB Clarifications and Modifications:

(Continued)

ITB Clarifications and Modifications:

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive.



Signature

Pedro Falcon Contractors, Inc.

Name of Business

Attachments:

KOTS ARCHITECTURAL REVISION #3 -08.15.23 (Signed 09.13.23)

KOTS CIVIL REVISION #3 -08.15.23 (Signed 09.08.23)

KOTS LANDSCAPING REVISION #3 -08.24.23 (Signed 08.25.23)

KOTS- MEP REVISION #3 -08.15.23 (Signed 9.6.23)

KOTS STRUCTURAL REVISION-02.07.23 (Signed 02.13.23)

SOLAR COVERED WALKWAY-A-2.2 PARTIAL SITE - ENTRY PATHWAY PLANS
REVISION-07.27.23

FORM SC-37

To Be Completed Upon Contract Award





Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions)

April, 2015

Recipient: _____ Contract Number: T B D

Name of Company Selected as a Prime Contractor: Pedro Falcon Contractors, Inc.

DUNS Number: 556275782

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Authorized Signature

January 10, 2024

Date

Christian Brisson

Name Typed

as President of Pedro Falcon Contractors, Inc.

Title

31160 Avenue C

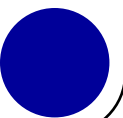
Street Address

Big Pine Key, FL 33043

City, State, Zip

(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)

FORM SC-38





Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor)

April, 2015

Recipient: _____ Contract Number: _____

Name of Subcontractor: Not Applicable

DUNS Number: _____

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, 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) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Authorized Signature

Date

Not Applicable

Name Typed

Title

Street Address

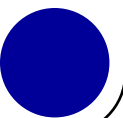
City, State, Zip

(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)

Not Applicable

FORM SC-51

To Be Completed Upon Contract Award





Bidding Information and Contractor Eligibility

Local Government: _____ CDBG Contract #: _____

Use a separate form for each prime contractor hired under the CDBG subgrant.

A construction contract is expected to be awarded to the contractor listed below. Please advise whether the prime contractor is identified on the List of Parties Excluded from Federal Procurement Programs.

Table with columns: Prime Contractor, Bid Amount, \$, Wage Decision Information (Number, Modification). Rows include Name: Pedro Falcon Contractors, Inc., Bid Date: January 10, 2024, DUNS #: 556275782, Award Date, and Contract Execution Date.

Describe the construction work to be performed:
To Be Completed Upon Contract Award

List any subcontractors that will be working under the prime contract:
Table with 2 columns for subcontractor lists (1-3 and 4-6).

Questions A-G regarding bid details, contract award, bidder modifications, protests, and minority/women subcontractors.

* For these situations, please provide details on a separate sheet of paper. It is recommended that the subgrant administrator discuss this with CDBG staff before the contract is awarded to ensure compliance with procurement regulations.

Christian Brisson

Name

[Handwritten Signature]

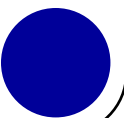
Signature

January 10, 2024

Date

FORM SC-52

To Be Completed Upon Contract Award





Section 3 Participation Report (Construction Prime Contractor)

April, 2015

Local Government: _____ CDBG Contract #: _____

This form must be completed by the prime contractor for any construction contract over \$100,000. Voluntary reporting for contracts under \$100,000 is encouraged.

Contractor's Name: Pedro Falcon Contractors, Inc.

Contractor's DUNS Number: 556275782 Contract Amount: \$ _____

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes , list any Section 3 subcontractors and subcontract amount:	
Subcontractors	Subcontract Amount
	\$
	\$
	\$
2. Will the contractor be hiring any additional staff (office or field) for this project?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
• If yes , what types of jobs will be filled, and how many additional hires are estimated in each job type?	

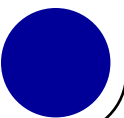
***Section 3 resident means:**

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for construction contracts over \$100,000 for reporting purposes. See Section 3 portion of **CDBG Supplemental Conditions for Construction Projects** for additional information.

FORM SC-53

To Be Completed Upon Contract Award





Section 3 Participation Report (Construction Subcontractor)

April, 2015

Local Government: _____ CDBG Contract #: _____

This form must be completed by construction subcontractors when the prime contract is at least \$100,000. (Do not include the cost of equipment or material supplies unless you are installing also.) Voluntary reporting is encouraged when the prime contract is under \$100,000.

Subcontractor's Name: _____

Subcontractor's DUNS Number: _____ Subcontract Amount: \$ _____

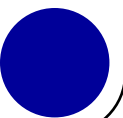
1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will the subcontractor be hiring any additional staff (office or field) for this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> If yes, what types of jobs (e.g., laborer, equipment operator) will be filled, and how many additional hires are estimated in each job type? 	

***Section 3 resident** means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A **low-income person**, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A **very low-income person**, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for reporting purposes for projects costing over \$100,000. See Section 3 portion of **CDBG Supplemental Conditions for Construction Contracts** for additional information.

FORM SC-54





Documentation for Business Claiming Section 3 Status

Name of Business: N o t A p p l i c a b l e

DUNS Number of Business: _____

Address of Business: _____

- Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of our Section 3 status:

For a business claiming status as a Section 3 resident-owned enterprise

- Copy of resident lease Copy of receipt of public assistance
 Copy of evidence of participation in a public assistance program Other evidence

 N o t A p p l i c a b l e

For a business claiming Section 3 status by subcontracting 25 percent of the dollar amount awarded to qualified Section 3 businesses

- List of Section 3 subcontractor(s) and subcontract amount(s).

For a business claiming Section 3 status based on at least 30 percent of their workforce currently qualifying as Section 3 residents or having been qualified as Section 3 eligible residents within three years of date of first employment with the business

- List of all current full-time employees, and
 List of employees claiming Section 3 status and for each such employee:
 PHA/IHA Residential lease less than three years from date of employment, or
 Other evidence of Section 3 status less than three years from day of employment.

I certify that the above information is correct.

 N o t A p p l i c a b l e
Signature

Type Name and Title

Date

Note: The local government shall maintain this form and supporting documentation in the CDBG project files for review during monitoring.



Documentation for Business Claiming Section 3 Status

Name of Business: _____

DUNS Number of Business: _____

Address of Business: _____

- Type of Business:
- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Joint Venture |

Attached is the following documentation as evidence of our Section 3 status:

For a business claiming status as a Section 3 resident-owned enterprise

- | | |
|---|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence |

For a business claiming Section 3 status by subcontracting 25 percent of the dollar amount awarded to qualified Section 3 businesses

- List of Section 3 subcontractor(s) and subcontract amount(s).

For a business claiming Section 3 status based on at least 30 percent of their workforce currently qualifying as Section 3 residents or having been qualified as Section 3 eligible residents within three years of date of first employment with the business

- List of all current full-time employees, and
- List of employees claiming Section 3 status and for each such employee:
- PHA/IHA Residential lease less than three years from date of employment, or
 - Other evidence of Section 3 status less than three years from day of employment.

I certify that the above information is correct.

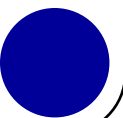
Signature

Type Name and Title

Date

Note: The local government shall maintain this form and supporting documentation in the CDBG project files for review during monitoring.

References



Customer References

City of Key West

201 William Street
Key West, FL 33040

Karen Olson

Deputy Director
Port & Marine Services
Ph: (305) 809.3803
Email: kolson@cityofkeywest-fl.gov

Monroe County School District

5330 2nd Avenue
Stock Island, FL 33040

Douglass Pryor

Director Construction & Distribution Services
Ph: (305) 293.1400 ext. 53465
Email: douglass.pryor@keysschools.com

Centennial Bank

2171 West Main Street
Cabot, AR 72023

Kelly F. Straessle

Director of Facilities & Procurement
Ph: (501) 941.4267
Email: kstraessle@my100bank.com

City of Marathon

9805 Overseas Hwy.
Marathon, FL 33050

Carlos A. Solis, P.E.

Director of Public Works & Engineering
Office: (305) 289.5008
Email: solisc@ci.marathon.fl.us



Customer References

Monroe County Public Works & Engineering

1100 Simonton St. Room 2-216

Key West, FL 33040

Steven Sanders

Quality Control & Safety Project Manager

Ph: (305) 295.4338

Email: sanders-stein@monroecounty-fl.gov

Monroe County Public Works & Engineering

1100 Simonton St. Room 2-216

Key West, FL 33040

Cary Knight, PMP

Director of Project Management, PMP

Office: (305) 292.4527

Email: knight-cary@monroecounty-fl.gov

Key West & Monroe County Housing Authority

1400 Kennedy Dr,

Key West, FL 33040

Ken Burger

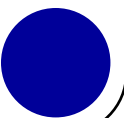
Project Manager

Ph: 305.296.5621

Email: burgerk@kwha.org



Credit References





31160 Avenue C, Big Pine Key, FL 33043-4516
(305) 872-2200 Fax: (305) 872-2219
EC 13003416 / CGC 1507617
www.PedroFalcon.com

Credit References

Centennial Bank

200 Wilder Road
Big Pine Key, FL 33043

Tina Geide
(305) 676-3072

M & J Enterprises International, Inc.

6922 Aloma Avenue
Winter Park, FL 32792

Jon or Calvin Roberts
(407) 657-4967

Electrical Supplies, Inc.

13395 NW 107 Avenue
Hialeah Gardens, FL 33018

Craig Cowan
305-702-6001

Atlass Hardware Corporation

4800 SW 51st Street, Suite 104
Davie, FL 33314

Jason Atlass
(954) 316-6160

City Electric Supply

121 US 1 Unit 7&8
Key West, FL 33040
(305) 783-5135



- Licenses
- Tax Receipt
 - Sunbiz
 - E-Verify



State of Florida

Department of State

I certify from the records of this office that PEDRO FALCON ELECTRICAL CONTRACTORS INC. is a corporation organized under the laws of the State of Florida, filed on May 21, 1985.


The document number of this corporation is H58348.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 5, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2023*




Secretary of State

Tracking Number: 8941647482CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BRISSON, CHRISTIAN NORMAND

PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 AVENUE C
BIG PINE KEY FL 33043

LICENSE NUMBER: CGC1507617

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

ALLSBROOK, ROBERT DAVID

PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 AVENUE C
BIG PINE KEY FL 33043

LICENSE NUMBER: EC13003416

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://www.MyFloridaLicense.com)



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**2023 / 2024
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2024**

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 000010 07/17/2023 25.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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

MONROE COUNTY BUSINESS TAX RECEIPT

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

EXPIRES SEPTEMBER 30, 2024

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
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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 000010 07/17/2023 25.00



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Detail by Entity Name

Florida Profit Corporation

PEDRO FALCON ELECTRICAL CONTRACTORS INC.

Filing Information

Document Number H58348
FEI/EIN Number 59-2550231
Date Filed 05/21/1985
State FL
Status ACTIVE

Principal Address

31160 AVE C
BIG PINE KEY, FL 33043

Changed: 01/16/2004

Mailing Address

31160 AVE C
BIG PINE KEY, FL 33043

Changed: 03/18/1997

Registered Agent Name & Address

BRISSON, CHRISTIAN N
31160 AVENUE C
BIG PINE KEY, FL 33043

Name Changed: 01/16/2018

Address Changed: 02/19/1999

Officer/Director Detail

Name & Address

Title PDS

BRISSON, CHRISTIAN N
31160 AVE C
BIG PINE KEY, FL 33043

Annual Reports

Report Year	Filed Date
2021	01/20/2021
2022	02/16/2022
2023	01/05/2023

Document Images

01/05/2023 -- ANNUAL REPORT	View image in PDF format
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01/24/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- ANNUAL REPORT	View image in PDF format
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04/30/1996 -- ANNUAL REPORT	View image in PDF format
03/20/1995 -- ANNUAL REPORT	View image in PDF format



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[Filing History](#)

Submit

Fictitious Name Detail

Fictitious Name

PEDRO FALCON CONTRACTORS, INC.

Filing Information

Registration Number G14000005390
Status ACTIVE
Filed Date 01/15/2014
Expiration Date 12/31/2024
Current Owners 1
County MONROE
Total Pages 2
Events Filed 1
FEI/EIN Number 59-2550231

Mailing Address

31160 AVENUE C
BIG PINE KEY, FL 33043

Owner Information

PEDRO FALCON ELECTRICAL CONTRACTORS, INC.
 31160 AVENUE C
 BIG PINE KEY, FL 33043
FEI/EIN Number: 59-2550231
Document Number: H58348

Document Images

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[01/10/2019 -- Fictitious Name Renewal Filing](#)

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Fictitious Name Search

[Filing History](#)

Submit

My Company Account

My Company Profile

Company Information

Company Name

Pedro Falcon Electrical Contractors Inc.

Doing Business As (DBA) Name

Company ID

45719

Enrollment Date

Jun 19, 2007

Employer Identification Number (EIN)

592550231

Unique Entity Identifier (UEI)

DUNS Number

556275782

Total Number of Employees

20 to 99

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

[Edit Employer Category](#)

Company Addresses

Physical Address

31160 Avenue C
Big Pine Key, FL 33043

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

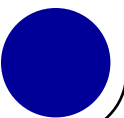
[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



Insurance

(to be provided after award of contract)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

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

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

PRODUCER Bowen, Miclette & Britt of Florida, LLC 850 Concourse Parkway S Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing	
	PHONE (A/C. No. Ext): (407) 647-1616	FAX (A/C. No.): (407) 628-1635
E-MAIL ADDRESS: mrushing@bmbinc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Amerisure Mutual Insurance Company		23396
INSURER B : James River Insurance Co.		12604
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 472643313 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	00123482-2	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA209293909	11/2/2023	11/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	00138713-1	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC20945260902	11/2/2023	11/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: Contact Name shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as additional insureds with respect to the General Liability including ongoing and completed operations, Auto Liability, and Umbrella Liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of Subrogation is granted with respect to the General Liability, Auto Liability, Workers Compensation, and Umbrella See Attached...

CERTIFICATE HOLDER **Specimen**	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED Pedro Falcon Electrical Contractors, Inc. 31160 Avenue C Big Pine Key FL 33043-4516	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Liability to those parties listed in said contract, including the Certificate Holder.

The General Liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

For Informational/Bid Purposes Only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

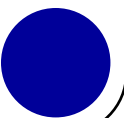
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Project List



PROJECT INFO	CONTRACT INFO.		OWNER/GENERAL CONTRACTOR
Project Name	Start Year	Original Contract Amount	Owner
Emergency Operation Center Marathon, FL	2022	\$ 6,002,335.00	Key West Housing Authority
Monroe County Housing Authority- Scattered Sites (Big Pine & Conch Key)	2022	\$ 5,557,000.00	Monroe County
Historic Jailhouse Museum	2022	\$ 714,631.00	Monroe County
College of the Florida Keys – Academy Classroom Facility & Emergency Operations Center	2022	\$ 567,981.00	College of the Florida Keys
Bahia Honda Bathhouse Renovation	2022	\$ 664, 470.00	Department of Environmental Protection – Bureau of Design & Const.
Centennial Bank Marathon	2022	\$ 5,690,257.00	Centennial Bank
Sugarloaf School	2021	\$ 804,102.00	Monroe County School District
NAS KW Vacation Rental Park Elec	2021	\$ 519, 271.00	MWR (US Navy)
Marathon Airport – Security Site Lighting Rehab	2021	\$ 555,787.00	Monroe County Board of County Commissioners
USCG Station Marathon – UPH	2021	\$ 857,313.00	USCG
Key West High School Backyard	2020	\$ 1,714,470.00	Monroe County School District
Freund House Construction	2020	\$ 2,648,037.00	Nancy Freund
Building 4191 Renovation	2019	\$ 945,477.00	NAS Key West
Marathon Library	2019	\$ 7,069,305.00	Monroe County
TRMS Bleacher Repair	2018	\$ 531,291.00	Monroe School Board
Marathon Athletic Complex – Elec	2018	\$ 1,799,224.00	Monroe School Board
Glynn Archer Gym Renovations	2018	\$ 1,889,008.00	City of Key West
Henderson Building	2018	\$ 2,664,984.00	Ginger Henderson/Cairo Inc.
Transient Restrooms Dockmaster	2018	\$ 1,917,953.00	City of Key West
Bayview Park Boys & Girls Club Renovation	2018	\$ 518,315.00	City of Key West
Utility & Public Works Maintenance Facility Bldg	2016	\$ 1,994,484.00	City of Marathon
Bryer Joyner Residence 2280 Matthew Rd (BPK)	2015	\$ 736,521.00	Susan Bryer Joyner & William Joyner
Monroe Co Fire Training Academy	2015	\$ 1,818,835.00	Monroe County Board of County Commissioners
Marathon City Hall	2014	\$ 4,376,514.00	City of Marathon
P678 Aircraft Crash Rescue & Fire Headquarter	2014	\$ 1,279,533.00	United States Nany
JIATF Scif, Bldg,290,Room 123, Hurricane Wilma Repairs	2014	\$ 964,571.00	JIATF South
Correct CNS Commercial Power Feed	2014	\$ 1,497,668.00	Department of the Air Force
Marathon Airport Customs Facility	2014	\$ 1,091,403.00	Monroe County Board of County Commissioners
Repair Runway Keel	2014	\$ 1,377,357.89	Department of the Air Force
Repair JICCEN Data Center HVAC	2013	\$ 505,777.00	Department of the Air Force
Repair Child Development Center Campus	2012	\$ 593,492.00	Department of Air Force
US NAVY 9 th Floor Reno, Phase II, Electronics Lab	2012	\$ 552,060.00	General Services Administration
USAF 7 th Floor Upgrades	2012	\$ 2,993,382.55	General Services Administration

Monroe County Public Library & Adult Education Center, Marathon, FL



Project Address: 3490 Overseas Highway, Marathon
Contracting Agency: Monroe County BOCC
Project Contact: Rob Tudor
Project Contact Phone: 305-292-4416
Dates Work Was Performed: July 2019 – April 2021

Contract Value: \$7,738,695.00
Engineer or Architect: Synalovski, Romanik & Saye
Architect's Address: 1800 Eller Drive, Ft. Lauderdale, FL
On Time and On Budget: Yes.

Project Summary: This project requires the construction of a two-story concrete, masonry and steel structure to house the City of Marathon Public Library and the Monroe County School District Adult Education Center. The building will be 13,969 SF with 7,094 SF on the first floor and 6,875 SF on the second floor. It is designed to be a legacy building, meant to last 50 years and intended to be a very flexible space. It's also designed to withstand a Category 5 Hurricane. The construction is funded through the one-cent infrastructure sales tax.

Scope of Work: The building is being constructed from the ground up. SOW will encompass all divisions of construction including site improvements, utilities, concrete, CMU, structural steel, precast pre-stressed joists, steel trusses, steel doors and frames, flush wood doors, impact windows, doors and storefronts, hardware, low profile access flooring, hydraulic elevator, HVAC systems, electrical systems, interior and exterior lighting, fire protection, lightning protection, solar power, plumbing systems, irrigation, landscaping, miscellaneous metals, insulation, waterproofing, roofing, overhead doors, operable partitions, metal framing, drywall, acoustical ceilings, stucco, tile, carpet, painting, flagpole, toilet partitions and bath accessories, lockers, fire extinguishers, window shades and bike racks.

The Henderson Building, Big Pine Key, FL



Project Address: 30085 Overseas Hwy, Big Pine Key, FL
Contracting Agency: Carico, Inc.
Project Contact: Ginger Henderson
Project Contact Phone: 305-731-5751
Dates Work Was Performed: Dec. 2018 – Dec. 2021

Contract Value: \$2,811,949.16
Engineer or Architect: William P. Horn, Architect
Architect's Address: 915 Eaton Street, Key West
On Time and On Budget: Yes.

Project Summary: The Henderson Building is a new 7,400 SF structure consisting of 2,700 SF of office space (eight offices, conference room, and break area) and 4,700 SF of Affordable Housing. The residences consist of (3) 1 bedroom and (3) 2 bedroom apartments.

Scope of Work: Site modifications, utilities, stormwater systems, irrigation, and landscaping. The building itself is constructed of concrete/CMU with wood trusses, and includes an elevator, stucco, a metal roof, metal framing and drywall, painting, aluminum railings, miscellaneous metals, storefronts, windows, doors, millwork, tile, carpeting, fire sprinkler and alarm systems, plumbing, HVAC, and electrical systems.

Design/Build - Building A-4191 Renovation & Repair



Project Address: Boca Chica NAS, Key West, FL 33040

Contracting Agency: Data Monitor Systems, Inc.

Project Contact: Harvey Watson, VP Operations

Project Contact Phone: 405-737-7950

Dates Work Was Performed: Sept. 2019 – July 2020

Contract Value: \$994,879.00

Engineer or Architect: K2M Design

Architect's Address: 1150 Virginia Street, Key West, FL

On Time and On Budget: Yes.

Project Summary: This Design/Build project included architectural, mechanical and electrical engineering design.

Scope of Work: The work included the replacement of the HVAC system, as well as a new separate HVAC system for the Fuel Lab. ACT ceilings were removed and replaced. New interior and exterior LED lighting was provided and all existing wall mounted/chased wiring was relocated. New cabinetry and fixtures were provided in the existing kitchen and bathrooms. The existing roof was removed and replaced and new spray foam insulation was provided in the attic. Windows were removed and replaced with new. New flooring was installed throughout, including tile in the bathrooms. New laboratory cabinets and safety/eye wash station were provided for the jet fuel laboratory.

Big Pine Key Sign Fabrication and Installation Project



Project Address: Two locations on US Highway 1 in BPK
Contracting Agency: Monroe County BOCC
Project Contact: Deborah London, Monroe County P.M.
Project Contact Phone: 305-453-8754
Dates Work Was Performed: June 2019 – October 2019

Contract Value: \$84,705.00
Engineer or Architect: Keith & Schnars
Address: 6500 N. Andrews Ave., Ft. Lauderdale, FL
On Time and On Budget: Yes.

Project Summary: Welcome signs were fabricated and installed at two locations in Big Pine Key: MM 29.5 and MM 32.98 along US Highway 1. FDOT approved Maintenance of Traffic was provided during installation. While working a conflict with electrical and sewer lines was found at the MM 29.5 location. PFC resolved the issue by installing a spread footer in lieu of the originally planned 6' deep foundation for one side of the sign.

Transient Restrooms/Dockmaster Building



Project Address: 1801 N. Roosevelt Blvd., Key West
Contracting Agency: City of Key West
Project Contact: Karen Olson, Dep. Dir. Port Services
Project Contact Phone: 305-809-3792
Dates Work Was Performed: June 2018 – July 2019

Contract Value: \$1,939,649.93
Engineer or Architect: William P. Horn, Architect
Architect's Address: 915 Eaton St., Key West, FL 33040
On Time and On Budget: Yes.

Project Summary: Complete construction of a new Dockmaster Building with Transient Restrooms, laundry facility and maintenance shop located at the Key West City Marina at Garrison Bight. This is a one-story, 3,600 SF, concrete and steel structure, built to Florida Green Building Coalition (FGBC) Certification standards. Work included coordination with the Owner to secure the construction area and to keep the remaining portions of the site accessible and in operation. The existing transient restroom building was demolished, temporary facilities were put in place, and the Dockmaster Office remained open and functioning throughout construction.

Scope of Work: Work included site modifications and improvements, utilities, auger cast piles, concrete grade beams, pre-fabricated trusses, decking, aluminum and stainless steel cable rail assemblies, handicap lift, structural steel and metal framing, complete interior/exterior package including all electrical, plumbing, HVAC, doors, windows, storefronts, louvers, finishes, fixtures, tile, cabinetry, signage, landscaping, and fencing.

Marathon High School Athletic Complex



Project Address: 350 Sombrero Beach Rd.
Contracting Agency: Monroe County School District
Project Contact: Marshall Quarles, PM, Ajax Building
Project Contact Phone: 813-510-1206
Dates Work Was Performed: Jan. 2019 – Aug. 2019

Contract Value: \$1,799,224.00
Engineer or Architect: Anston-Greenlees, Inc.
Architect's Address: 1315 W. Fletcher, Tampa, 33612
On Time and On Budget: Yes.

Project Summary: Fast-track (8 months) project. Complete Electrical systems for a new 530,400 SF athletic complex. *Pedro Falcon Electrical Contractors, Inc. was awarded Ajax's 2019 Subcontractor of the Year, Southwest Florida Region, MEP/FP/T Trades in recognition of outstanding performance.*

Scope of Work: Pedro Falcon Electrical Contractors provided a complete and fully functional installation of all Electrical Systems, Telecommunications Systems, and Technology Systems. Included was all temporary power, power centers, switch stations, unit substations, transformers, disconnect switches, fuses, and motor control centers. PFEC also provided all fire alarm systems, security systems, surge suppression and related equipment, football stadium sound/public address systems and related equipment, all MUSCO ball field lighting systems and poles, electrical service to temporary and final automatic irrigation controllers/timers and pumps, and all HVAC control conduit and wiring.

Historic Glynn Archer Gymnasium Renovation



Project Address: 1030 United St., Key West

Contracting Agency: City of Key West

Project Contact: L. Kreed Howell

Project Contact Phone: 305-809-3963

Dates Work Was Performed: Sept. 2018 – Aug. 2019

Contract Value: \$2,067,509.00

Engineer or Architect: William P. Horn, Architect

Architect's Address: 915 Eaton St., Key West, FL 33040

On Time and On Budget: Yes.

Project Summary: Renovations to a Contributing Historic Structure within the Key West Historic District. A 2010 Report concluded: "The deteriorated condition of the roof and floor framing members and the concrete spalling damage in Building D would likely make it more feasible to demolish, but the historic nature of the building might prevent that possibility."

Scope of Work: Pedro Falcon Contractors was awarded the Glynn Archer Gymnasium Renovations Project and began work in September 2018. A significant amount of debris had to be removed. Bleachers were demolished and removed. Renovations included roofing repairs, extensive concrete spalling repairs, new ADA compliant restrooms, and a new interior configuration. New mechanical, electrical, and plumbing systems were installed. Exterior work included replacing windows and doors to match the original historic windows and doors. A new white single-ply membrane roof with insulation was installed, as was lightning protection.

Demolition of Old/Installation of New – Monroe County Transfer Station Offices



Project Address: Cudjoe Key, Long Key and Card Sound
Contracting Agency: Monroe County BOCC
Project Contact: Steve Sanders, Monroe County QC PM
Project Contact Phone: 305-295-4338
Dates Work Was Performed: June 2017 – April 2019

Contract Value: \$1,111,033.95
Engineer or Architect: Pike Architects, Inc.
Architect's Address: 471 US 1, #101, Key West 33040
On Time and On Budget: Yes.

Project Summary: This project started immediately prior to Hurricane Irma; 329 days were added to the contract due to the Hurricane. The construction included all work and material required for the provision, installation and hook up of fully functional office buildings at three separate Monroe County Transfer Station locations.

Scope of Work: Work included demolishing & removing existing Scale Offices, Old Scales, and Scale Pits. New manufactured buildings were installed. PFC scheduled, coordinated, and implemented a transfer of the scale operations without interruption of the scale or ancillary operations. Proper site conditions (including access control to maintain a safe environment for Contractor employees, site customers, and site employees) were provided.

Utility & Public Works Maintenance Facility Building



Project Address: 10335 Overseas Hwy., Marathon
Contracting Agency: City of Marathon, FL 33050
Project Contact: Carlos A. Solis, Engineering Director
Project Contact Phone: 305-289-5008
Dates Work Was Performed: Nov. 2016 – May 2018

Contract Value: \$2,396,447.45
Engineer or Architect: K2M Design
Architect's Address: 1150 Virginia St., Key West
On Time and On Budget: Yes.

Project Summary: This Design/Build project consisted of a new 10,000 SF pre-engineered steel building constructed from the ground up. The building was nearly complete when Hurricane Irma hit; the City moved in to the unfinished facility during the storm, and has continued to use the building since. PFC was able to complete the project even though the building was unexpectedly occupied.

Scope of Work: Site modifications/improvements, utilities, auger piles, asphalt paving, fencing, injection well with concrete flumes, fire alarm & automatic sprinkler systems, security systems, electrical systems including an IT room with secondary HVAC, mechanical systems, plumbing, paint, doors, windows, ceramic tile flooring, signage.

Marathon City Hall



Project Address: 9805 Overseas Hwy., Marathon
Contracting Agency: City of Marathon, FL 33050
Project Contact: Carlos A. Solis, Engineering Director
Project Contact Phone: 305-289-5008
Dates Work Was Performed: Dec. 2014 – Nov. 2016

Contract Value: \$4,782,223.91
Engineer or Architect: William Horn Architect PA,
Solaris Design & Consulting, and K2M Design
On Time and On Budget: Yes.

Project Summary: New 15,000 SF City Hall Building which includes offices, conference room, break room, utility rooms, specialty storage, and City Council chambers. This is a FGBC (Florida Green Building Coalition) building.

Scope of Work: All Divisions: Concrete, Masonry, Metals, Wood, Plastics and Composites, Thermal & Moisture Protection, Openings, Finishes, Specialties, Equipment, Furnishings, Fire Suppression, Plumbing, HVAC, Electrical, Communications, Electronic Safety and Security, Earthwork, Exterior Improvements, and Utilities. The landscape irrigation system makes use of reclaimed water.

P678 Aircraft Crash Rescue & Fire Headquarters



Project Address: Boca Chica Naval Air Station, KW
Contracting Agency: Drace Anderson Joint Venture
Project Contact: John Drace, Principal Drace Anderson
Project Contact Phone: 228-244-0100
Dates Work Was Performed: Oct. 2014 – Jan. 2016

Contract Value: \$1,498,396.43
Engineer or Architect: Naval Facilities Engineering
IPT South Atlantic, Bldg. 135, NAS Jacksonville, FL 32212
On Time and On Budget: Yes.

Project Summary: Complete Electrical for a new Aircraft Crash Rescue and Fire Headquarters.

Scope of Work: Work included demo, overhead power relocation, interior and exterior lighting, lighting controls, pad mount transformers, panel boards, dry type transformers, branch power, switch gear, generator system with stainless steel enclosure, fire alarm system, underground distribution including excavation, concrete, and backfill, communication duct banks, ELMER Mass Notification System, communications and data, CATV, cameras, security/door access, lightning protection, and fire detection systems. This project was delivered on time and within budget.

Sexton's House at Historic Key West Cemetery



Project Address: 701 Passover Lane, Key West, FL
Contracting Agency: City of Key West
Project Contact: Devon Steckly, Sr. Project Manager
Project Contact Phone: 305-809-3747
Dates Work Was Performed: 2015

Contract Value: \$425,571.13
Engineer or Architect: Michael Miller, (Released)
On Time and On Budget: Yes.

Project Summary: Located in the Historic Key West City Cemetery, the Sexton's House was determined to need extensive structural, roof, and wall repairs. In addition, new amenities were desired. The City decided to demolish the 50 year old building and proceed with the design and construction of a new facility.

Scope of Work: Work began with demolition of the old Sexton's House to make room for the new one story, Classic Georgian style building. Work included 1,000 SF slab on grade, concrete, masonry, roof, high impact windows, MEP, stucco exterior, high end finishing, hardwood flooring, crown molding, chair rails, and outdoor decorated columns. The building includes archives, an office, family room, and tourist areas. New amenities include a family waiting area, ADA accessibility at interior rooms, secured ground maintenance equipment storage, an exterior restroom facility, ADA van accessible designated parking, and bicycle racks.

US Air Force 7th Floor Upgrades



Project Address: Timberlake Annex, Tampa, FL
Contracting Agency: General Services Administration
Project Contact: Sue Kaiser, GSA REDC Acquisition
Project Contact Phone: 561-820-8165
Dates Work Was Performed: Feb. 2012 – June 2013

Contract Value: \$3,395,056.31
Engineer or Architect: TTV Architects, Inc.
Architect's Address: 115 E. Forsyth St., Jacksonville, FL
On Time and On Budget: Yes.

Project Summary: The project included the interior build-out of office space and renovations to the existing 7th floor. This was a secured, occupied building.

Scope of Work: Work included demolition, patching and repair, walls, ceilings, doors and finishes, hardware, access, flooring, electrified privacy windows, RF Shielding, RF Window Film, electrified window shades, millwork, audio visual infrastructure, security/intrusion detection system and infrastructure, mechanical, electrical, plumbing, and various security and agency equipment.

Monroe County Key Fire Station No. 17



Project Address: 3 North Conch Ave., Conch Key, FL
Contracting Agency: Monroe County BOCC
Project Contact: Kevin Wilson, Asst. County Admin.
Project Contact Phone: 305-453-8797
Dates Work Was Performed: Sept. 2011 – June 2013

Contract Value: \$1,955,787.00
Engineer or Architect: William P. Horn, Architect
Architect's Address: 915 Eaton St., Key West, FL 33040
On Time and On Budget: Yes.

Project Summary: The Conch Key Fire Station No. 17 project included the construction of a new 2 story addition & renovation of the existing one story facility. Total square footage increased from 2846 SF to 6270 SF.

Scope of Work: The completed project involved sitework, utilities, auger cast piles, concrete grade beams & columns, slab on grade, reinforcing steel, walls, stairs, ramps, ceilings, roofing, doors, windows, and flood proofing. Full HVAC, electrical and plumbing were provided, as were full fire sprinkler and fire alarm systems.

Due to the length of time from original concept design to actual construction the height requirements for Fire Department vehicles changed. This was brought to the Owner's attention by PFC. Revising the structure clearances was recommended by PFC, thereby allowing the finished project to be currently useful to the Owner.

Repair After School Facility Playground



Project Address: MacDill Air Force Base, Tampa, FL
Contracting Agency: United States Air Force
Project Contact: Susan Jackson
Project Contact Phone: 813-828-7454
Dates Work Was Performed: Oct. 2012 – July 2013

Contract Value: \$275,189.00
Engineer or Architect: Meridian Engineering
Architect's Address: 201 Front St., Key West, FL 33040
On Time and On Budget: Yes.

Project Summary: This project was at an occupied playground, so PFC worked with the Owner to clear and secure the construction site and keep remaining areas accessible and in operation throughout the construction process.

Scope of Work: Demolition, installation of erosion & storm water protection devices, cleaning & flushing of existing storm pipes, fencing, water connections (including a new water service with drinking fountains and drain lines), canvas canopies, deck area, stairs, railing systems, ramps, aluminum pergola, reinforced decorative concrete sidewalks, new play areas, new playground equipment, safe fall zone, new gates, landscaping, and irrigation.

Golden Collum Federal Building & Courthouse/USDC Renovations and Additions



Project Address: 110 NW 1st Ave #1, Ocala, FL
Contracting Agency: General Services Administration
Project Contact: Christopher Banks
Project Contact Phone: 404-331-4368
Dates Work Was Performed: Feb. 2009 – April 2010

Contract Value: \$2,376,354.48
Engineer or Architect: CRA Architecture, Inc.
Architect's Address: 1415 N. Loop West, Houston, TX
On Time and On Budget: Yes.

Project Summary: The task was to provide a new Federal Courtroom and associated support spaces. Coordination with the Owner was necessary to clear and secure the construction area so the remaining portions of the building were accessible & in operation throughout the construction process.

Scope of Work: The demolition included asbestos removal. The retrofit included metal studs, gypsum board, extensive millwork, bullet-resistant panels and glazing, full MEP replacement, finishes, acoustical wall panels, acoustical ceilings, floor finishes, etc.

Monroe County Fire Station No. 13



Project Address: 390 Key Deer Blvd., Big Pine Key, FL

Contracting Agency: Monroe County BOCC

Project Contact: Jerry Barnett

Project Contact Phone: 305-292-4416

Dates Work Was Performed: Dec. 2007 – Aug. 2009

Contract Value: \$3,211,084.00

On Time and On Budget: Yes.

Project Summary: The Big Pine Key Fire Station No. 13 project consisted of the demo & removal of the old Station and the construction of a new facility. Throughout construction, access to the Senior Center was important. PFC worked with the Owner to create special access, insuring the facility was kept open.

Scope of Work: The newly constructed two story 8,189 SF masonry and concrete building included site modifications, improvements, utilities, and full backup generator and ATS. All divisions of construction were used. Deletions and additions to the original Scope of Work allowed a savings of \$10,916.00

Big Pine Key Park Redevelopment



Project Address: Atlantis., Big Pine Key, FL
Contracting Agency: Monroe County BOCC
Project Contact: Monroe County BOCC
Project Contact Phone: 305-292-4416
Dates Work Was Performed: Dec. 2007 – Aug. 2009

Contract Value: \$4,566,034.00
On Time and On Budget: Yes.

Project Summary: PFC redeveloped a 10 Acre recreational park including a Hockey Rink, Skate Park, Tennis Courts, Playground, Fitness Path, Shuffleboard Courts, Bocce Courts, landscaping, irrigation, etc. Also constructed was an 8,000 SF Community Building.

Company Overview



CERTIFIED AND LICENSED GENERAL AND ELECTRICAL CONTRACTORS



Marion County Courthouse, Ocala, FL



www.pedrofalcon.com

THE RIGHT CHOICE FOR FLORIDA & THE FLORIDA KEYS

31160 Avenue C
Big Pine Key, FL
33043-4516 Office:
(305) 872-2200 Fax:
(305) 872-2219

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Offloading

MILESTONES

- 1985** Pedro Falcon Electrical Contractors, Inc. was founded in 1985 by Pedro Falcon.
- 1995** Based on an excellent track record, PFEC was asked to take on General Contracting work for the US Navy under the 8A program. This work for the US Navy was put forth as a Design/Build contract.
- 2004** Formally recognized in May 2004 by the United States Navy, Pedro Falcon Electrical Contractors received the ROICC Construction Contractor of the Year 2003.
- 2007** The Design/Build partnership of Pedro Falcon Contractors, Inc. and K2M Design, Inc. initially began in 2007. Our first project together was the Design/Build of the new 10 acre, \$4.5M Big Pine Key Park signature project.
- 2014** Pedro Falcon Contractors Inc. continues to receive stellar performance evaluations from the US Navy. A half million dollar 2014 project, "Repair JICCEN HVAC", received ratings of "Exceptional" in all categories: Quality, Schedule, Cost Control, Management, and Regulatory Compliance.
- 2015** PFC enters the Residential building field.

COMMERCIAL CONTRACTING



Water Tank Demolition, NAS Key West

WHAT CAN WE DO FOR YOU?

PLANNING & DESIGN

Bid/Build & Design/Build Capabilities. Conceptual Planning & Feasibility, Schematic Design, Design Development, Contract Documents, Project Management Planning, Cost Estimating, Contract Administration, Project Controls, Communication Protocols

PRE-CONSTRUCTION

Contract & Permit Administration, Permit Applications, Team Selection, Site Investigations, Procurement, Scheduling

CONSTRUCTION

Material, Labor, Equipment & Services: Safety Programs, Accident Prevention, Quality Control, Project & Cost Management, Job Site Supervision and Scheduling

CLOSEOUT

Project Records, Test Reports, As-Built Drawings, O & M Manuals, Warranties

COMMERCIAL PROJECTS



Ocala Courthouse, Tampa



City Hall, Marathon, FL



Monroe County Fire Training Academy, Crawl Key



Conch Key Fire Station, Conch Key, FL



Big Pine Key Fire Station #13



700,000 Gallon Concrete Water Tank



After School Playground, MacDill AFB



GSA Building, USAF Tampa

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THE RIGHT CHOICE FOR FLORIDA AND THE FLORIDA KEYS.



Marathon City Hall - New 15,000 SF Municipal Building, Marathon, FL

BUSINESS PHILOSOPHY

WE DELIVER VALUE

- * Our Experience Gives You the Advantage
- * Team-Wide Commitment to Client Success
- * Creative Solutions at Every Step

WE BUILD CUSTOMER LOYALTY

- * A++ Performance Evaluations
- * On Time & In Budget
- * Relentless Focus on Understanding & Addressing Client's True Needs

WE CONTINUALLY IMPROVE

- * Keeping Employees Positive & Empowered
- * Continuous Learning & Training
- * Cross Train & Redirect Under-Utilized Staff to Accelerate Schedules

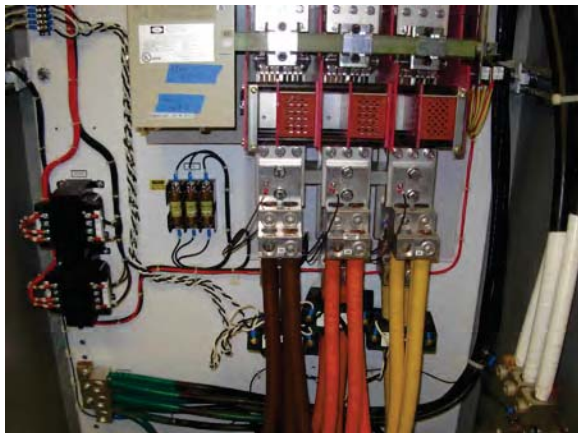
WE DELIVER SOLUTIONS

- * No Job is Too Big or Too Small
- * Adapt Constantly and Quickly
- * Expertise & Experience Make Us Efficient & Flexible

ELECTRICAL CONTRACTING



Installing Guy Wire NAS KW



Three Phase Automatic Transfer Switch



Electrical Panels at Marathon City Hall

NOTE RE: MILITARY PROJECTS

Our Electricians are up to the rigors of Military work, from the high expectations for workmanship to the security clearances necessary for entry. In addition, our Administrative staff is well versed in the documentation required of every Military project.

RECENT PROJECTS LIST

- JIATFS Command Theater Upgrades, NASK
- Correct CNS Commercial Power Feed, MacDill AFB
- P678 Aircraft Crash Rescue & Fire Headquarters, NASKW
- CNIC Transfer Switch Program, NASKW
- JIATFS Power Redistribution, JIATFS Compound, NASKW
- JOCC Joint Operation Command Center, JIATFS, NASKW
- City of Marathon City Hall, Marathon, FL
- Fort Zachary Taylor State Park, Volunteer RV Sites
- Monroe County Regional Service Center Drug Testing Lab
- Sexton House, Key West Cemetery, Key West, FL
- Mote Marine Tropical Research Lab, Summerland Key
- Marathon Utility & Maintenance Building, Marathon, FL
- Special Forces Training Facility Boat Maintenance Building

**HIGH VOLTAGE
LOW VOLTAGE
UNDERGROUND
OVERHEAD
RESIDENTIAL
COMMERCIAL
INSTITUTIONAL
MUNICIPAL
MILITARY**

**POWER DISTRIBUTION
LIGHTING
DESIGN/BUILD**

**COMMUNICATIONS SYSTEMS
SECURITY SYSTEMS
CCTV/VOICE/DATA**

ELECTRICAL PROJECTS



P678 Aircraft Fire & Rescue HQ, Boca Chica NAS



Mote Marine Tropical Research Laboratory



Jet Fuel Pump Station, Boca Chica NAS



USAF, Generators & Switchgear, Cudjoe Key, FL



JIATF South, Emergency Generators (1.5 MW)



Slab Rough-In, Marathon High School



Marathon Utility & Maintenance Building



Marathon City Hall, Marathon, FL

THE RIGHT CHOICE FOR FLORIDA AND THE FLORIDA KEYS.

RESIDENTIAL

721 Catherine St., Key West, FL
PASSION FOR WHAT WE DO

734 Amelia St., Key West, FL

We've recently decided to take our passion for building useful spaces to the Residential building field. Our unique position as both Certified General and Certified Electrical Contractors allows us to more completely service your new home building or renovation vision.

Our experience, knowledge, contacts and skill let us consolidate work processes and approval cycles. We're large enough, and small enough, to adapt constantly and quickly. As with any work we do, our core focus is to relentlessly understand and address our client's true needs.

PLANNING
DESIGN
PERMITTING
CONSTRUCTION
OCCUPANCY
WARRANTY

Matthews Road, Big Pine Key, FL

DESIRE TO SUCCEED



38+

YEARS
IN
BUSINESS

500+

SUCCESSFULLY
COMPLETED
PROJECTS

200+

MILLION
IN
GROSS
REVENUE

ABOUT



Generator Installation at Mote Marine Tropical Research Lab, Summerland Key, FL

EXPERTISE

With more than 500 successfully completed projects valued at more than \$200M, we understand construction; how to get projects planned, designed, permitted, organized, scheduled, built and completed - safely, efficiently, on time and within budget.

EXCELLENCE

PFC listens to each client on an individual basis and then completes the job exceeding set standards. Our goal is to create value for the customer.

FLEXIBILITY

At PFC we are willing and able to modify our approach based on the unique demands of any situation. Management and crews can and do step outside their job descriptions. This means we get more accomplished.

INTEGRITY

Our team members mutually recognize a pride in final product, a disposition to provide our clients with exceptional service, and a dedication to the entire process for every project we are involved in.

WE'D LIKE TO KNOW ABOUT YOU

REACH OUT TODAY

We're always excited to investigate the next project. Contact us today. Tell us about your ideas and vision. Ask questions. We can set a time to meet, talk on the phone, or get started via e-mail. Let us know what works best for you.

CONTACT US

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