



# **PEDRO FALCON CONTRACTORS, INC.**

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

*Response to*

**CITY OF KEY WEST**

**ITB #19-010**

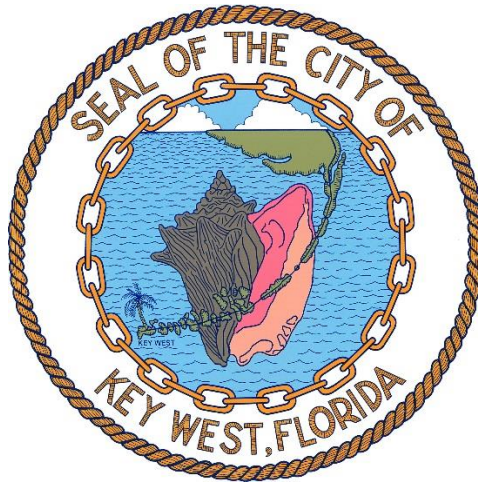
*for*

**REPLACE APPARATUS BAY DOORS  
BUILDING 507, TRUMAN FIRE STATION**

MAY 15, 2019



# CONTRACT DOCUMENTS FOR:



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ITB # 19-010

## REPLACE APPARATUS BAY DOORS BUILDING 507, TRUMAN FIRE STATION

**April 1, 2019**

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MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREGORY DAVILA

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARY LOU HOOVER

PREPARED BY:  
L. Creed Howell, Senior Construction Manager  
City of Key West Engineering Services

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS:

REPLACE APPARATUS BAY DOORS  
BUILDING 507, TRUMAN FIRE STATION

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 19-010:  
REPLACE APPARATUS BAY DOORS  
BUILDING 507, TRUMAN FIRE STATION

ISSUE DATE: April 1, 2019

MAIL OR SPECIAL  
DELIVERY REPOSSES TO: CITY CLERK  
CITY OF KEY WEST  
1300 WHITE STREET  
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE.

MANDATORY PRE-BID April 16, 2019

FINAL DATE FOR INQUIRIES: May 2, 2019

FINAL DATE FOR RESPONSES: May 9, 2019

**BIDS MUST BE RECEIVED: May 15, 2019**

NOT LATER THAN: 3:00 P.M. LOCAL TIME

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- 1) Project Location
- 2) Employment Eligibility Form I-9
- 3) Department of the Navy Base Access Pass Registration Form 5512

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**PART 1**

**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB # 19-010, REPLACE APPARATUS BAY DOORS, BUILDING 507, TRUMAN FIRE STATION addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on **May 15, 2019** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB # 19-010 BID FOR REPLACEMENT OF APPARATUS BAY DOORS, BUILDING 507, TRUMAN FIRE STATION” addressed and delivered to the City Clerk at the address noted above.**

The project contemplated consists of providing all materials, equipment and labor, necessary to replace two apparatus bay doors at the Truman Annex Fire Station, Building 507, Naval Air Station Truman Annex, Key West, Florida, including, but not limited to, the following:

1. Remove two (2) existing overhead coiling steel doors, operating motors and associated controls.
2. Provide and install new overhead coiling steel apparatus bay doors, complete with motor operators and controls, electric eye and automatic reverse device. New doors shall meet local wind load requirements. Complete assembly shall meet or exceed requirements of ASCE 7. Factory finish coating on doors shall be appropriate for waterfront environment.

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

A **Mandatory pre-bid meeting** will be held at 10:00 a.m., April 16, 2019, in the City Manager’s Conference Room on the second floor of the Key West City Hall, 1300 White Street, Key West, Florida

The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

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

- A. City of Key West Business Tax License Receipt
- B. A valid Certified General Contractors License issued by the State of Florida.

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

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

For information concerning the proposed work contact Kreed Howell, Senior Construction Manager by email at: [howell@cityofkeywest-fl.gov](mailto:howell@cityofkeywest-fl.gov). Verbal communications, per the City's "Cone of Silence" ordinance, are not permitted.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he (or her) is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any of the following: (1) budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City.

The City may also waive any minor formalities or irregularities in any bid.

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

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

#### B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the CITY, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

### 3. QUALIFICATION OF CONTRACTORS

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

### 4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at City Hall, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.



Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

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

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

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

C. SPECIAL BIDDING REQUIREMENTS

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

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

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

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

D. ATTACHMENTS

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

Anti-Kickback Affidavit  
Non-Collusion Affidavit  
Public Entity Crimes Form  
Indemnification Form  
Local Vendor Certification  
City of Key West Business License Tax Receipt  
Domestic Partnership Affidavit  
Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

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

the tax.

8. SUBMISSION OF BIDS

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

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of 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 Bids they accompanied.

12. AWARD OF CONTRACT

Within 45 calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 90 days after the opening of Bids.

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

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID (Base Bid + Owner Selected Bid Alternates) 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 fourteen (14) calendar days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within fourteen (14) calendar days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

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 his 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 BID BOND

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

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid. The term of this contract will be **75** calendar days from the date of Notice to Proceed.

18. SCHEDULE IMPACTS THAT AFFECT THE BID

Contractor shall be required to schedule and phase all work such that authorized City and Navy staff will have continuous, uninterrupted access to the Mole Pier, boat ramp, and dockage facilities.

Work may be conducted Monday through Friday 7:00 am to 6:00 pm and on Saturday 8:00 am to 5:00 pm. No work may be conducted on Sundays.

19. BIDDERS' QUESTIONS

Bidders shall submit in writing any and all questions regarding this Invitation to Bid to:

TO: Kreed Howell  
City of Key West – Engineering  
1300 White Street  
Key West, FL 33040  
lhowell@cityofkeywest-fl.gov

Note that, in compliance with City Ordinance 2-773 “Cone of Silence,” bidders’ questions will be responded to by issuance of publicly available Addenda as required. All such questions must be received by the City **in writing, no later than 5:00 PM, May 2, 2019.**

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

## **PROPOSAL FORM**

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **REPLACE APPARATUS BAY DOORS, BUILDING 507,  
TRUMAN ANNEX FIRE STATION  
ITB 09-010**

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

Company Name: Pedro Falcon Contractors, Inc.

Contact Name & Telephone #: Christian Brisson (305) 872-2200 extension 26

Email Address: cb@pedrofalcon.com

### **BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

### **CONTRACT EXECUTION**

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

### **CERTIFICATES OF INSURANCE**

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

### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees complete the project, in all respects within **75** calendar days after the date of the Notice to Proceed.

#### LIQUIDATED DAMAGES

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

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's.   1  ,     ,     ,

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

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

#### LUMP SUM

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

Bid Form ITB 19-010

City of Key West Project #: OM19001903

**REPLACE APPARATUS BAY DOORS, BUILDING 507, TRUMAN FIRE STATION**

**LUMP SUM BASE BID:**

**REPLACE APPARATUS BAY DOORS** \$ 29,900.00

Twenty Nine Thousand Nine Hundred Dollars and Zero Cents

*Amount written in words*

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

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

General Conditions, Management, & Quality Control at \$8,268.00

Electrical @ \$714.00

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



SUBCONTRACTORS

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

Best Rolling Doors, Inc.

Name

9780 N.W. 79th Avenue, Hialeah Gardens, Florida, 33016  
Street City State Zip

Name

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

Name

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

Name

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

SURETY

Traveler's Casualty & Surety Company of America c/o Nielson, Hoover & Co - Joseph Nielson whose address is

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

BIDDER

The name of the Bidder submitting this Bid is

Pedro Falcon Contractors, Inc. doing business at

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

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

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

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

If Sole Proprietor or Partnership

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 15th day of May 2019.


(SEAL)

Pedro Falcon Contractors, Inc.  
Name of Corporation



By Christian Brisson

Title as President

Attest   
Secretary

EXPERIENCE OF BIDDER

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

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

See attached "Selected Projects List"

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**FLORIDA BID BOND**

BOND NO. Bid Bond

AMOUNT: \$ 5% of Bid

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

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

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

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

in the State of Connecticut,

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

The City of Key West

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

DOLLARS (\$ 5% of Amount Bid ) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for

**ITB # 19-010 / REPLACE APPARATUS BAY DOORS, BUILDING 507 TRUMAN FIRE STATION/** said Bid, by reference thereto, being hereby made a part hereof.

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







**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 **JOSEPH P NIELSON** of **MIAMI LAKES Florida**, their true and lawful Attorney-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 their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

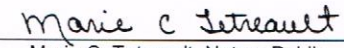
By:   
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



  
 Marie C. Tetreault, Notary Public

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

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

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

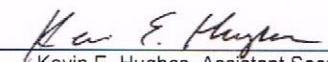
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **May**, **2019**




  
 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-in-Fact and the details of the bond to which the power is attached.**

**ANTI – KICKBACK AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Monroe )

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

By:   
Christian Brisson

Sworn and subscribed before me this 15th day of May, 2019.

  
NOTARY PUBLIC, State of Florida at Large



Kathleen A. Smith  
Commission # GG209716  
Expires: April 22, 2022  
Bonded thru Aaron Notary

My Commission Expires:





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

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

1. This sworn statement is submitted with Bid or Bid for ITB # 19-010 Replace Apparatus  
Bay Doors Building 507, Truman Fire Station

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 59-2550231

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

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

and my relationship to the entity named above is as President.

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

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

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

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

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)  
May 15, 2019  
(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 15th day of May, 2019.

My commission expires:



NOTARY PUBLIC



Kathleen A. Smith  
Commission # GG209716  
Expires April 21, 2022  
Bonds: Low Amount Notary

**INDEMNIFICATION**

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

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

CONTRACTOR: Pedro Falcon Contractors, Inc.

SEAL:

31160 Avenue C, Big Pine Key, FL 33043

Address



Signature

Christian Brisson

Print Name

as President

Title

DATE: May 15, 2019



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

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

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

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

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

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

Length of time at this address: Thirty Fours Years

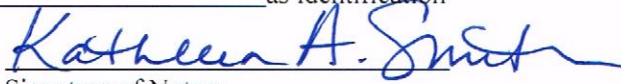
  
Signature of Authorized Representative Date: May 15, 2019

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 15th day of May, 2019.

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

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

  
Signature of Notary

Kathleen A. Smith  
Print, Type or Stamp Name of Notary

Notary  
Title or Rank



**Kathleen A. Smith**  
**Commission # GG209716**  
**Expires: April 22, 2022**  
**Bonded thru Aaron Notary**

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

**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 Ordinance Sec. 2-799.

By:   
Christian Brisson

Sworn and subscribed before me this  
15th Day of May, 2019.



NOTARY PUBLIC, State of Florida at Large

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



**Kathleen A. Smith**  
Commission # GG209716  
Expires: April 22, 2022  
Bonded thru Aaron Notary





## Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Complete Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
  - (A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
  - (B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.
- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publicly noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in

violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

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**PART 2**

**CONTRACT FORMS**

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**CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and \_\_\_\_\_

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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 19-010, REPLACE APPARATUS BAY DOORS, BUILDING 507 TRUMAN ANNEX FIRE STATION**, Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ th day of \_\_\_\_\_ 2019, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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 **75** 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.

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 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.

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

\_\_\_\_\_ Day of \_\_\_\_\_, A.D., 2019.

CITY OF KEY WEST

By \_\_\_\_\_

Title City Manager

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

**FLORIDA PERFORMANCE BOND**

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

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

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

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

hereinafter called the CONTRACTOR, (Principal), and \_\_\_\_\_

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

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its \_\_\_\_\_, hereinafter called the City (Obligee), in the sum of:

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

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

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 2019, 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 permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR’S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

**IN WITNESS WHEREOF**, the above parties bonded together have executed this instrument this day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ Attest

SURETY

By \_\_\_\_\_ (Seal)

\_\_\_\_\_ Attest



**FLORIDA PAYMENT BOND**

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

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

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

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

hereinafter called the CONTRACTOR, (Principal), and

\_\_\_\_\_

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

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its \_\_\_\_\_, hereinafter called the City (Obligee), in the sum of:

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

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

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

**REPLACE APPARATUS BAY DOORS, BUILDING 507 TRUMAN ANNEX FIRE STATION**

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

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

his obligation thereunder, including the Contract Documents (which include the permit form, coral relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

Attest

SURETY

By \_\_\_\_\_ (Seal)

\_\_\_\_\_

Attest

# ADDITIONAL INFORMATION





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**BRISSON, CHRISTIAN NORMAND**

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

**LICENSE NUMBER: CGC1507617**

**EXPIRATION DATE: AUGUST 31, 2020**

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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, 2020**

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## PEDRO FALCON CONTRACTORS, INC.

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

### SELECTED PROJECTS

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**Project Name:** Transient Restrooms – Dockmaster Building, City Marina at Garrison Bight

**Project Address:** 1801 N. Roosevelt Blvd., Key West, FL 33040

**Owner:** City of Key West

**Project Contact:** Karen Olson, Deputy Director of Port & Marine Services

**Project Contact Phone:** 305-809-3792

**Dates Work Was Performed:** June 2018 – Present

**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 includes 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 has been demolished, temporary facilities are in place, and the Dockmaster Office remains open and functioning through construction.

**Scope of Work:** Work includes site modifications, 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, overhead door, windows, storefronts, louvers, finishes, fixtures, tile, cabinetry, signage, landscaping, and fencing. This project is paid for in part with Federal Funding via a BIG (Boating Infrastructure Grant Program) Grant.

**Contract Value:** \$ 1,917,953.00

**Engineer or Architect:** William P. Horn Architect, P.A.

**Address:** 915 Eaton Street, Key West, FL 33040

**Contact:** William Horn, email: [william@wphornarchitect.com](mailto:william@wphornarchitect.com)

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**Project Name:** Utility & Public Works Maintenance Facility Bldg.

**Project Address:** 10335 Overseas Hwy., Marathon FL 33050

**Owner:** City of Marathon, FL

**Project Contact:** Carlos A. Solis, City of Marathon Public Works & Engineering Director

**Project Contact Phone:** 305-289-5008

**Dates Work Was Performed:** November 2016 – May 2018

**Project Summary:** Design/Build - New 10,000 SF pre-engineered steel building constructed from the ground up to finished product. The building was nearing completion when Hurricane Irma hit the FL Keys. The City of Marathon 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 occupied.

Owner requested change orders included adding auger piles, asphalt paving (20,646 SF), a concrete slab at the storage bunker, an injection well with concrete flumes, an IT room with secondary HVAC, an eye wash station, electrified door hardware to integrate with the security system, and ceramic tile flooring.



Hurricane Irma time extension put the project on hold for 192 days.

**Contract Value:** \$2,418,145.83

**Engineer or Architect:** K2M Design

**Address:** 1150 Virginia Street, Key West, FL

**Contact:** Joe Moody, Director - E. [jmoody@k2mdesign.com](mailto:jmoody@k2mdesign.com)

**On Time and On Budget:** Yes

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**Project Name: Marathon City Hall**



**Project Address:** 9805 Overseas Hwy., Marathon FL 33050

**Project Contact:** Carlos A. Solis, City of Marathon Public Works & Engineering Director

**Owner:** City of Marathon

**Project Contact Phone:** 305-289-5008

**Dates Work Was Performed:** December 2014 to November 2016

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

Work included 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.

All change orders were Owner requested and included structural changes to the building foundation, increasing the fire line from 2" to 4", providing limerock fill at the building pad, additional conduit for



data and electric service installed under the building slab to accommodate future expansion, and relocating the IT room.

This project was delivered on time and within budget.

**Contract Value:** \$4,782,223.91

**Engineer or Architect:** William Horn, Architect, Solaria Design & Consulting, and K2M Design

**Address:** Horn: 915 Eaton St., KW, Solaria: 3000 Overseas Hwy., Marathon, K2M: 1150 Virginia St., KW

**Contact:** Bill Horn: 305-296-8302, Solaria: 305-289-7980, K2M: 305-294-4011

**On Time and On Budget:** Yes



*Exterior Lighting at Marathon City Hall*





**Project Name:** P678 Aircraft Crash Rescue & Fire Headquarters

**Project Address:** Boca Chica Naval Air Station, Key West, FL

**Project Contact:** John Drace, Principal, Drace Anderson Joint Venture

**Project Contact Phone:** 228-244-0100

**Dates Work Was Performed:** October 2014 to January 2016

**Project Summary:** Complete electrical for new Aircraft Crash Rescue and Fire Headquarters including 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 and 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.

**Contract Value:** 1,498,396.43

**Engineer or Architect:** Naval Facilities Engineering Command Southeast

**Address:** IPT South Atlantic, Bldg. 135, PO Box 30, NAS Jacksonville, Jacksonville, FL 32212





**Project Name:** Renovate B723 For New Mission

**Project Address:** MacDill AFB, Tampa, FL

**Owner:** United States Air Force

**Project Contact:** Sgt. Brandon M. Carey

**Project Contact Phone:** 813-828-2837

**Dates Work Was Performed:** October 2014 to February 2015

**Project Summary:** The Scope of Work included pressure washing doors and frames, and finishing with fresh paint. VCT, carpet, base, ceiling tiles, and corner guards were removed. Holes were patched, existing toilets were re-grouted, and walls and wallpaper were removed. Site demo included removing bushes and palm trees, loading dock bumpers and angles, controls, sidewalk ramp, railings, pavement, gravel, curbing and stairs. A new ramp was constructed at the loading dock. New installations included overhead doors, laminate cabinets and drawers, toilet partitions, doors, VCT, wall base, carpet tiles, epoxy floor, ceiling tiles, drywall, tile shower, painting, bathroom accessories, microwave, refrigerator, plumbing, HVAC, electrical, communications, electronic safety and security and earthwork.

**Contract Value:** \$303,320.00

**Engineer or Architect:** 6<sup>th</sup> Civil Engineering Squadron

**Address:** 7621 Loop Dr., Bldg. 30, MacDill AFB, FL 33621-5207

**Contact:** Sgt. Brandon M. Carey P: 813-828-2837

**On Time and On Budget:** Yes

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Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
City of Key West	Transient Restrooms – Dockmaster Building, City Marina at Garrison Bight	Work includes site modifications, 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, overhead door, windows, storefronts, louvers, finishes, fixtures, tile, cabinetry, signage, landscaping, and fencing. This project is paid for in part with Federal Funding via a BIG (Boating Infrastructure Grant Program) Grant.	\$1,917,953.00	2018	Karen Olson, Deputy Director of Port & Marine Services, City of Key West 305-809-3792  William P. Horn Architect, P.A. 915 Eaton Street, Key West, FL 33040 <a href="mailto:william@wphornarchitect.com">william@wphornarchitect.com</a>
City of Marathon	Utility & Public Works Maintenance Facility Bldg.	Design/Build new 10,000 SF pre-engineered steel building from ground up to finished product.  The building was nearing completion when Hurricane Irma hit the FL Keys. The City of Marathon 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 occupied.	\$1,994,484.00	2016	Owner Rep: Carlos A. Solis 9805 Overseas Highway, Marathon, FL 33050 305-289-5008  Architect/Engineer: Phil Baldamenti K2M 1001 Whitehead St., Key West, FL 305-292-7722
City of Key West, Fleming Key NAS	Pre-Engineered Steel Building & Foundation	Design/Build "S" style pre-engineered building (Quonset Hut) including foundations, doors/windows.	\$167,509.00	2016	John Paul Castor, Utilities Director, City of Key West 305-809-8867 <a href="mailto:jcastro@cityofkeywest-fl.gov">jcastro@cityofkeywest-fl.gov</a>
City of Key West	Mallory Square Bathrooms Improvements	Replace bathroom fixtures, doors, dispensers, electric hand dryers, janitor's sink, interior water and sewer piping and valves, exterior doors, new attic vent fan, cleaning & painting, and window screens.	\$151,412.00	2016	Janet Muccino Project Manager City of Key West Engineering 305-809-3867 <a href="mailto:jmuccino@cityofkeywest-fl.gov">jmuccino@cityofkeywest-fl.gov</a>
City of Key West	Sexton House City of Key West Cemetery	Occupied building. Historical burial ground. 1000 SF slab on grade, concrete masonry, roof, high impact windows, flooring, MEP, stucco exterior, high end finishing, hardwood flooring, crown molding, chair rails, outdoor decorated columns. Has an office, family room, and tourist area.	\$445,222.00	2015	Devon Steckly Sr. Project Manager City of Key West Engineering 305-809-3747  Architect: Michael Miller 517 Duval St., Key West, FL 305-294-7687



Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
City of Key West, Fleming Key NAS	Repair of the Administration Bldg. Roof at Richard A. Heyman Environmental Protection Facility	Roof repair including demolition of existing roof systems, roof membrane, walk pad, metal flashing installation, removal and re-install lightning protections, ladders.	\$274,570.00	2015	ch2m hill, 6410 5th Street, Suite 2-A, Key West, FL 33040, 305.432.9124 John Paul Castro, Utilities Director, City of Key West 305-809-8867 <a href="mailto:jcastro@cityofkeywest-fl.gov">jcastro@cityofkeywest-fl.gov</a>
State of FL Dept. of Mgmt. Services, Div of Real Estate Development and Mgmt.	Monroe County Regional Service Center - Florida Department of Management Services, Drug Testing Room	Construction of Drug Testing Room: demo carpet, new wall framing, painted existed black window, sound attenuation blanker, gypsum, ceramic floor and wall tile, paint, Division 10 rehab, HVAC, electrical, and plumbing.	\$33,728.00	2015	Scott Cannard, DMS, Bldg. Construction, Div of RE Dev, 4050 Explanade Way, 320.3x, Tallahassee, FL 32399 850-488-1817
City of Marathon	Marathon City Hall	New 15,000 SF City Hall Building includes offices, conference room, break room, utility rooms, specialty storage, and City Council chambers. FGBC building.  Work included 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.	\$4,376,514.00	2014	Carlos A. Solis 9805 Overseas Hwy., Marathon, FL 33050 phone: 305-289-5008
Department of the Air Force	Renovate B723 for New Mission	Pressure wash doors and frames, paint. Demo VCT, carpet, base, ceiling tiles, corner guards, patch holes, clean and grout existing toilets, demo walls, remove wallpaper, prep window. Site demo: remove bushes and palm trees, loading dock bumpers and angles, controls, sidewalk ramp, railings, pavement, gravel, curbing and stairs. New ramp at loading dock. Overhead doors, laminate cabinets and drawers, toilet partitions, new doors. New VCT, wall base, carpet tiles, epoxy floor epoxy bas, ceiling tiles drywall, tile shower, painting, bathroom accessories, microwave, refrigerator, plumbing, HVAC, electrical, communications, electronic safety and security and earthwork.	\$303,320.00	2014	Sgt Brandon M. Carey 813-828-2837 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000



Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
United States Navy, Boca Chica NAS, Key West	P678 Aircraft Crash Rescue & Fire Headquarters	Complete electrical for new Aircraft Crash Rescue and Fire Headquarters including demo, interior and exterior lighting systems, generator system, underground distribution, mass notification communication system, and fire detection systems.	\$1,279,533.00	2014	GC: John Drace P O Box 1797, Gulfport, MS 39502 228.244.0100 Engineer: NAVFAC Southeast, IPT South Atlantic, Bldg 135 P O Box 30, NAS Jacksonville, Jacksonville, FL 32212-0030
Monroe County Board of County Commissioners	ADA Compliance Segment #4	ADA Compliance on 9 occupied facilities in the Middle and Lower Keys. Work includes, doors, bathrooms, counters, baby changing stations, signage, elevators, detention center, drinking fountains, re-design etc.	\$300,400.00	2013	Jerry Barnett 500 Whitehead Street, Key West, FL 33040 phone: 305.292.4416
Monroe County Board of County Commissioners Conch Key, FL	Conch Key Fire Station #17, Conch Key, FL	Demo. Site construction including clearing, dewatering, drilled piers, underground utilities, irrigation system, landscaping and grassing. Concrete to include cast-in-place, reinforced, and plant pre-cast. Unit masonry. Structural steel, steel deck, pipe & tube railings. Wood & plastics, thermal & moisture protection, doors & windows, non-load bearing steel framing, portland cement plaster, ceramic tile, painting, Division 10 Specialties, lightning protection, fire alarm, fire-suppression piping, mechanical and electrical.	\$1,695,000.00	2011	Architect: William A Horn (305) 296-8302 <a href="mailto:wphorn@aol.com">wphorn@aol.com</a> 915 Eaton St Key West, FL 33040
Department of the Air Force	Construct Warehouse #3	D/B new 4500 SF pre-engineered facility which includes demo, site, pre-engineered storage facility, restrooms, mechanical plumbing and electrical, roadway, building pad, A/C, electrical, fire protection, communications systems.	\$699,910.00	2011	Susan Jackson 813-828-7454, <a href="mailto:susan.jackson@us.af.mil">susan.jackson@us.af.mil</a>

