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[www.PedroFalcon.com](http://www.PedroFalcon.com)

## **BID DOCUMENTS**

for

### **City of Key West Oil and Gas Waste Stations**

### **ITB # 21-010**

at

- City Marina at Garrison Bight,
- Key West Bight, and
- Rockland Key

**Attention:** City of Key West  
Office of the City Clerk

**Address:** 1300 White Street, Key West, FL 33040

**Due: January 5, 2022, by 3:00 pm**



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## **PART 1**

# **BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB # 21-010 CITY OF KEY WEST OIL AND GAS WASTE STATIONS, 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 **Thursday December 16<sup>th</sup> 2021** 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 #21-010 CITY OF KEY WEST OIL AND GAS WASTE STATIONS” addressed and delivered to the City Clerk at the address noted above.**

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following:

Construct three recycling centers at the specified locations, each with used oil and used gasoline containment tanks per the provided plans and specifications.

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 on **Thursday November 18<sup>th</sup> 2021 at 11:00 a.m** at Key West City Hall, 1300 White Street, Key West in the main conference room on the second floor.

**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 Certificate of Competency issued by the Chief Building Official of Key West, 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.

**Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to John Paul Castro, Director of Utilities, at [jcastro@cityofkeywest-fl.gov](mailto:jcastro@cityofkeywest-fl.gov).**

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 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 and/or all of the following reasons: (1) for 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, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest 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 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 ENGINEER, 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 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 the office of the

ENGINEER, 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 per location, including a contingency amount of \$60,000. 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.

**The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.**

6. PREPARATION OF BIDS

A. GENERAL

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 the specified 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 and name of Owner's contact person and phone number.
6. Designer and name of Designer'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  
City of Key West Business License Tax Receipt  
Local Vendors Form  
Domestic Partnership Affidavit  
Cone of Silence Affidavit  
Bidders' Checklist

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 and 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 90 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 120 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 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 CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate 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 City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

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 **180** calendar days.

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

**BID FORM**

To: The City of Key West  
Address: 1300 White St., Key West, Florida 33040  
Project Title: CITY OF KEY WEST OIL AND GAS WASTE STATIONS

City of Key West Project No.: ITB # 21-010

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

Name: Christian Brisson, as President  
Telephone: (305) 872-2200 ext. 26

**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 AND BONDS**

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

**CERTIFICATES OF INSURANCE**

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

## GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. 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.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, 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 the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. 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.
- G. 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.
- H. 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 Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.
- K. The insurance coverage and limits required of the Contractor under this Contract 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 Contract or the possible insurance coverage needed therefore, it should seek professional assistance.

- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. 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 Contract, except for the application of the Aggregate Limits Provisions.
- O. 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 interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors 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 City upon request.

#### SPECIFIC INSURANCE COVERAGES AND LIMITS

- A. All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- B. 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 Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation

Florida Statutory Requirements

Employer's Liability

\$1,000,000.00 Limit Each Accident

\$1,000,000.00 Limit Disease Aggregate

\$1,000,000.00 Limit Disease Each  
Employee

**United States Longshoremen and Harbor Workers (USL&H)** coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

**Jones Act** coverage shall be maintained by the Contractor that will respond to claims filed under the Federal Jones Act (46 U.S.C.A. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

**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 not less than:

Bodily Injury \$1,000,000.00 Limit Each Accident

Property Damage Liability \$1,000,000.00 Limit Each Accident

or

Bodily Injury &

Property Damage Liability \$1,000,000.00 Combined Single Limit Each Accident

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000 per day for each day that expires after the time specified for Final completion.

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

#### ADDENDA

See insert (next page)  
for a list of Addenda  
Acknowledgements

The Bidder hereby acknowledges that he has received Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (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. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

#### PUBLIC ENTITY CRIMES

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

#### COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

#### PERMITS

The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department and other agencies.



# Addenda

## Acknowledgements

Date Issued	Number / Name
November 30, 2021	#1 Bid Alternative
December 10, 2021	#2 Revised Bid Opening
December 15, 2021	#3 RFI Email
December 15, 2021	#3 A101G
December 15, 2021	#3 A101K
December 15, 2021	#3 A101R
December 15, 2021	#3 A200G
December 15, 2021	#3 A200K
December 15, 2021	#3 A200R
December 15, 2021	#3 A300G
December 15, 2021	#3 A300K
December 15, 2021	#3 A300R





# Schedule of Values



<b>City of Key West</b> <b>Oil &amp; Gas Waste Stations</b>
Schedule of Values

General Conditions	1	LS	\$	47,283.74
Bond Cost	1	LS	\$	7,939.51
Permit Fees	1	LS	\$	10,000.00
General Allowance	1	LS	\$	60,000.00

<b><u>Garrison Bight</u></b> Labor and Materials				
Tank and Accessories	1	LS	\$	20,826.19
Demo and existing site work	1	LS	\$	1,815.00
Concrete work & Paving	1	LS	\$	25,007.07
Structural Steel work	1	LS	\$	83,344.80
Carpentry (Wood Sleepers, plywood, siding)	1	LS	\$	30,710.78
Roof and gutters	1	LS	\$	7,591.54
Painting	1	LS	\$	3,349.43
Barn Doors	1	LS	\$	8,551.46
Lettering	1	LS	\$	9,141.91
Concrete Testing , Temp Toilets, Trash disposal	1	LS	\$	1,349.53
Total				\$ 191,687.70

<b><u>Key West Bights</u></b> Labor and Materials				
Tank and Accessories	1	LS	\$	20,743.13
Demo and existing site work	1	LS	\$	1,815.00
Concrete work & Paving	1	LS	\$	25,007.07
Structural Steel work	1	LS	\$	83,344.80
Carpentry (Wood Sleepers, plywood, siding)	1	LS	\$	44,818.03
Roof and gutters	1	LS	\$	6,381.54
Painting	1	LS	\$	3,349.43
Barn Doors	1	LS	\$	8,551.46
Lettering	1	LS	\$	9,141.91
Concrete Testing , Temp Toilets, Trash disposal	1	LS	\$	1,349.53
Total				\$ 204,501.90

<b><u>Rockland Key</u></b> Labor and Materials				
Tank and Accessories	1	LS	\$	20,826.19
Demo and existing site work	1	LS	\$	1,815.00
Concrete work & Paving	1	LS	\$	25,007.07
Structural Steel work	1	LS	\$	83,344.80
Carpentry (Wood Sleepers, plywood, siding)	1	LS	\$	30,710.78
Roof and gutters	1	LS	\$	7,591.54
Painting	1	LS	\$	3,349.43
Barn Doors	1	LS	\$	8,551.46
Lettering	1	LS	\$	9,141.91
Concrete Testing , Temp Toilets, Trash disposal	1	LS	\$	1,349.53
Total				\$ 191,687.70

# CITY OF KEY WEST OIL AND GAS WASTE STATIONS

Key West, Florida  
Stantec Project No. 215614441

## BID FORM

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work 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 several scheduled items of the overall contract, and no separate payment will be made therefore.

	Item Description	Qty	Units	Unit Price	Total
	Mobilization	1	EA	\$ 1,500.00	
	General / Supp Conditions	1	EA	\$43,575.47	
	Performance / Payment Bonds	1	EA	\$ 7,939.51	
	Demobilization	1	EA	\$ 500.00	
	(10% of Construction Cost Max)				\$ 53,514.98
	Permit Fees (to be paid at cost)	1	LS	\$10,000	\$ 10,000
	<p>Furnish and Install Waste Transfer Station Shed at <b>City Marina at Garrison Bight</b> per Stantec Plans and Specifications, including:</p> <ul style="list-style-type: none"> <li>• <b><u>Oil Tank:</u></b> <ul style="list-style-type: none"> <li>-400 gallon steel tank</li> <li>-71"Lx52"Wx61"H</li> <li>-Covered disposal funnel</li> <li>-Level gauge</li> <li>-2" Coupling</li> <li>- Instruction Decals</li> <li>-Profile Tertiary Containment Spill Pan</li> </ul> </li> <li>• <b><u>Gas Tank:</u></b> <ul style="list-style-type: none"> <li>- 125 gallon</li> <li>-41"Lx30"Wx38"H</li> <li>-530 lbs</li> <li>-Double Wall</li> <li>-Ports: (2) 3" NPT, (6) 2" NPT</li> <li>-UL 142 Listed</li> <li>-(2) 3" Emergency Vents</li> <li>-Leak Gauge</li> <li>-Level Gauge</li> <li>-Lockable Venting Fuel Cap</li> </ul> </li> <li>• <b><u>Shelf:</u></b> <ul style="list-style-type: none"> <li>-(2) Structural Plastic Vented Shelving</li> </ul> </li> <li>• <b><u>Storage Bins:</u></b> <ul style="list-style-type: none"> <li>-(6) Plastic Hopper Bin (3-Pack), total 18 bins</li> </ul> </li> <li>• <b><u>Trash Cart:</u></b> <ul style="list-style-type: none"> <li>-Toter Heavy Duty Two-Wheel Trash Cart, 64 gallon</li> </ul> </li> </ul>	1	EA	\$191,687.70 \$	\$ 191,687.70

<p>Furnish and install Waste Transfer Station Shed at <b>Key West Bight</b> per Stantec Plans and Specifications, including:</p> <ul style="list-style-type: none"> <li>• <b><u>Oil Tank:</u></b> <ul style="list-style-type: none"> <li>-400 gallon steel tank</li> <li>-71”Lx52”Wx61”H</li> <li>-Covered disposal funnel</li> <li>-Level gauge</li> <li>-2” Coupling</li> <li>- Instruction Decals</li> <li>-Profile Tertiary Containment Spill Pan</li> </ul> </li> <li>• <b><u>Gas Tank:</u></b> <ul style="list-style-type: none"> <li>- 125 gallon</li> <li>-41”Lx30”Wx38”H</li> <li>-530 lbs</li> <li>-Double Wall</li> <li>-Ports: (2) 3” NPT, (6) 2” NPT</li> <li>-UL 142 Listed</li> <li>-(2) 3” Emergency Vents</li> <li>-Leak Gauge</li> <li>-Level Gauge</li> <li>-Lockable Venting Fuel Cap</li> </ul> </li> <li>• <b><u>Shelf:</u></b> <ul style="list-style-type: none"> <li>-(2) Structural Plastic Vented Shelving</li> </ul> </li> <li>• <b><u>Storage Bins:</u></b> <ul style="list-style-type: none"> <li>-(6) Plastic Hopper Bin (3-Pack), total 18 bins</li> </ul> </li> <li>• <b><u>Trash Cart:</u></b> <ul style="list-style-type: none"> <li>-Toter Heavy Duty Two-Wheel Trash Cart, 64 gallon</li> </ul> </li> </ul>	1	EA	\$204,501.90 \$	\$ 204,501.90
<p>Furnish and install Waste Transfer Station Shed at <b>Rockland Key</b> per Stantec Plans and Specifications, including:</p> <ul style="list-style-type: none"> <li>• <b><u>Oil Tank:</u></b> <ul style="list-style-type: none"> <li>-400 gallon steel tank</li> <li>-71”Lx52”Wx61”H</li> <li>-Covered disposal funnel</li> <li>-Level gauge</li> <li>-2” Coupling</li> <li>- Instruction Decals</li> <li>-Profile Tertiary Containment Spill Pan</li> </ul> </li> <li>• <b><u>Gas Tank:</u></b> <ul style="list-style-type: none"> <li>- 125 gallon</li> <li>-41”Lx30”Wx38”H</li> <li>-530 lbs</li> <li>-Double Wall</li> <li>-Ports: (2) 3” NPT, (6) 2” NPT</li> <li>-UL 142 Listed</li> <li>-(2) 3” Emergency Vents</li> <li>-Leak Gauge</li> </ul> </li> </ul>				

-Level Gauge				
-Lockable Venting Fuel Cap				
• <b><u>Shelf:</u></b>				
-(2) Structural Plastic Vented Shelving				
• <b><u>Storage Bins:</u></b>				
-(6) Plastic Hopper Bin (3-Pack), total 18 bins				
• <b><u>Trash Cart:</u></b>				
-Toter Heavy Duty Two-Wheel Trash Cart, 64 gallon	1	EA	\$191,687.70	\$ 191,687.70
As-builts	1	LS	\$ 750.00	\$ 750.00
Product information and Warranty Certificate Binder	1	LS	\$ 250.00	\$ 250.00
Safety Act	1	LS	\$ 708.27	\$ 708.27
General Allowance (Only to be used with owners' written permission)	1	LS	\$60,000	\$ 60,000
<b>Total Base Bid</b>				\$ 713,100.56

**TOTAL LUMP SUM BASE BID**

Seven hundred thirteen thousand one hundred \_\_\_\_\_ Dollars

(Amount written in words has precedence)

**and**     fifty-six     **Cents**

**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:

Bella Construction of Key West (Concrete)

Name

35 Diamond Drive                      Key West                      Florida                      33040  
Street                                      City                                      State                                      Zip

Lindholm Construction, Inc. (Roofing)

Name

1200 4th Street, #189                      Key West                      Florida                      33040  
Street                                      City                                      State                                      Zip

Skyline Steel, Inc. (Steel)

Name

4987 NW 23rd Avenue                      Ft. Lauderdale                      Florida                      33309  
Street                                      City                                      State                                      Zip

not applicable - all other work to be self-performed by Pedro Falcon

Name

<u>not applicable</u>	<u>not applicable</u>	<u>not applicable</u>	
Street	City	State	Zip

**Surety**

<u>Travelers Casualty and Surety Company of America</u>			<u>whose address is</u>
<u>One Tower Square</u>	<u>Hartford</u>	<u>CT</u>	<u>06183</u>
Street	City	State	Zip

**Bidder**

The name of the Bidder submitting this Bid is Pedro Falcon Electrical Contractors, Inc.  
d/b/a Pedro Falcon Contractors, Inc. doing business at

<u>31160 Avenue C</u>	<u>Big Pine Key</u>	<u>Florida</u>	<u>33043</u>
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:

<u>Christian Brisson, as President</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

**If Sole Proprietor or Partnership**

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

Not Applicable

\_\_\_\_\_  
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 5<sup>th</sup> day of January 2022.

(SEAL)



Pedro Falcon Electrical Contractors, Inc. d/b/a  
Pedro Falcon Contractors, Inc.

Name of Corporation

By: Christian Brisson

Title: as President

Attest: 

Secretary (Christian Brisson, as Secretary)

**END OF SECTION**



**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

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 CT,

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

City of Key West, Florida

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted

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

THE CONDITION OF THIS BOND IS SUCH THAT:

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

**ITB # 21-010/ CITY OF KEY WEST OIL AND GAS WASTE STATIONS** said Bid, by reference thereto, being hereby made a part hereof.

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

**ITB 21-010 / CITY OF KEY WEST OIL AND GAS WASTE STATIONS**

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

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

Signed and sealed this 5th day of January, 202~~1~~<sup>2</sup>.

PRINCIPAL Pedro Falcon Electrical Contractors, Inc.

By 

STATE OF Florida )  
COUNTY OF Monroe ) : SS

  
Travelers Casualty and Surety Company of America

SURETY

By 

Charles J. Nielson, Atty.-In-Fact





**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 **CHARLES J NIELSON** 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 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 **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 undertaking 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 **5th** day of **January**, 2022




  
 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 )  
 )  
COUNTY OF Monroe )

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

By:   
Christian Brisson, as President

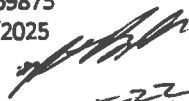
Sworn and subscribed before me this 5th day of January, 2022  
~~2021~~.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**KENNETH BYGLER, II**  
Notary Public  
State of Florida  
Comm# HH169875  
Expires 8/26/2025

  
01-05-22

**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, as President

Sworn and subscribed before me this


\_\_\_\_\_ 5th \_\_\_\_\_ day of \_\_\_\_\_ January \_\_\_\_\_, ~~2021~~ 2022

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

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



**KENNETH BYGLER, II**  
Notary Public  
State of Florida  
Comm# HH169875  
Expires 8/26/2025

  
01-05-22

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

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

1. This sworn statement is submitted with Bid or Bid for City of Key West Oil and Gas Waste Stations
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 Not Applicable)
3. My name is Christian Brisson  
(Please print name of individual signing)  
and my relationship to the entity named above is as President
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.



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

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

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



(Signature)

January 5, 2022

(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 5th day of January, ~~2021~~ 2022

My commission expires:



**KENNETH BYGLER, II**

Notary Public

State of Florida

Comm# HH169875

Expires 8/26/2025

NOTARY PUBLIC

  
01-05-22



### INDEMNIFICATION

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

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

CONTRACTOR: Pedro Falcon Contractors, Inc.

SEAL:

31160 Avenue C, Big Pine Key, FL 33043

Address



Signature

Christian Brisson

Print Name

as President

Title

DATE: January 5, 2022



**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 ext. 26

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-six years

[Signature] Date: January 5, 2022  
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 5th day of January, 2022.

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

or has produced identification Drivers License as identification  
(Type of identification)

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

[Signature]  
Signature of Notary  
**KENNETH BYGLER, II**  
Notary Public  
State of Florida  
Comm# HH169875  
Expires 8/26/2025  
Title or Rank



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Monroe )

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

By:   
Christian Brisson, as President

Sworn and subscribed before me this

5th Day of January, 2022  
2021.

 01-05-22

NOTARY PUBLIC, State of FLORIDA at Large

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



**KENNETH BYGLER, II**  
Notary Public  
State of Florida  
Comm# HH169875  
Expires 8/26/2025

**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 issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

By:   
Christian Brisson, as President

Sworn and subscribed before me this

5th Day of January, ~~2021~~ <sup>2022</sup>

 01-05-22

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**KENNETH BYGLER, II**  
Notary Public  
State of Florida  
Comm# HH169875  
Expires 8/26/2025

## BIDDER'S CHECKLIST

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

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

To be completed upon contract award.

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## **PART 2**

# **CONTRACT FORMS**

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## CONTRACT

## CONTRACT

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., 2021.

CITY OF KEY WEST

By                                     X                                     Attest                                     X                                    

Title   City Manager                                    

CONTRACTOR

By                                     X                                     Attest                                     X                                    

Title                                     X



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 X, 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 X, 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 hereto attached, with the CITY, dated X, 2021, 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),

## To be completed upon contract award.

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 \_\_\_\_\_ X \_\_\_\_\_, 2021, 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

\_\_\_\_\_ X \_\_\_\_\_

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

\_\_\_\_\_ X \_\_\_\_\_ Attest

SURETY

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

\_\_\_\_\_ X \_\_\_\_\_ 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 \_\_\_\_\_, 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 \_\_\_\_\_ X \_\_\_\_\_, 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

**CITY OF KEY WEST OIL AND GAS WASTE STATIONS**

attached hereto, with the CITY, dated \_\_\_\_\_ X \_\_\_\_\_, 2021, 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

## To be completed upon contract award.

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 \_\_\_\_X\_\_\_\_ day of \_\_\_\_\_X\_\_\_\_\_, 2021, 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

X

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

X

Attest

SURETY

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

X

Attest

# **Additional Information:**

## Certificate of Insurance





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2022

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).

<b>PRODUCER</b> Bowen, Miclette & Britt of Florida, LLC 1020 N. Orlando Avenue, Suite 200 Maitland FL 32751		<b>CONTACT NAME:</b> Michelle Rushing <b>PHONE (A/C, No, Ext):</b> (407) 647-1616 <b>E-MAIL ADDRESS:</b> mrushing@bmbinc.com		<b>FAX (A/C, No):</b> (407) 628-1635
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Amerisure Mutual Insurance Company		23396
		INSURER B : James River Insurance Co.		12604
		INSURER C : National Union Fire Ins Co of Pittsburg		19445
		INSURER D : Amerisure Insurance Company		19488
		INSURER E :		
		INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1769384786**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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	00123482-0	11/2/2021	11/2/2022	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 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA209293906	11/2/2021	11/2/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	EBU020773781	11/2/2021	11/2/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	WC209452607	11/2/2021	11/2/2022	<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: certificates@bmbinc.com

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****CANCELLATION**

City of Key West  
1300 White Street  
Key West FL 33040

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**Page 1 of 1

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		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

RE: City of Key West Oil & Gas Waste Stations – ITB #21-010

Locations:

Garrison Bight - 1801 N Roosevelt Blvd, Key West, FL 33040

Key West Bight Marina - 201 William St, Key West, FL 33040

Rockland Key Transfer Station - 125 Toppino Industrial Dr, Key West, FL 33040



**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
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".

# **Additional Information:**

## Licenses & Sunbiz Data



Ron DeSantis, Governor



Halsey Beshears, 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, 2022**

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

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**2021 / 2022**  
**MONROE COUNTY BUSINESS TAX RECEIPT**  
**EXPIRES SEPTEMBER 30, 2022**

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 130-20-00002210 07/08/2021 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, 2022

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 130-20-00002210 07/08/2021 25.00**

[Previous on List](#) . [Next on List](#) . [Return to List](#)[Filing History](#)

Fictitious Name Search

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## 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

[01/15/2014 -- Fictitious Name Filing](#)[01/10/2019 -- Fictitious Name Renewal Filing](#)

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[Previous on List](#) . [Next on List](#) . [Return to List](#)[Filing History](#)

Fictitious Name Search

# *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, 2021, that its most recent annual report/uniform business report was filed on January 20, 2021, 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 Twenty-first day of January,  
2021*



*Randy R. Lee*  
Secretary of State

Tracking Number: 6894465751CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## 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
-------------	------------

2019	01/10/2019
2020	01/22/2020
2021	01/20/2021

#### **Document Images**

<a href="#">01/20/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/18/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



# **Additional Information:**

## Company Brochure



**CERTIFIED AND LICENSED GENERAL AND ELECTRICAL CONTRACTORS**



*Marion County Courthouse, Ocala, FL*



[www.pedrofalcon.com](http://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

**C G C 1507617 / E C 13003416**



*Offloading*

## MILESTONES

- |             |   |
|-------------|---|
| <b>1985</b> | Pedro Falcon Electrical Contractors, Inc. was founded in 1985 by Pedro Falcon.  |
| <b>1995</b> | 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.  |
| <b>2004</b> | Formally recognized in May 2004 by the United States Navy, Pedro Falcon Electrical Contractors received the ROICC Construction Contractor of the Year 2003.   |
| <b>2007</b> | 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.  |
| <b>2014</b> | 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. |
| <b>2015</b> | 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

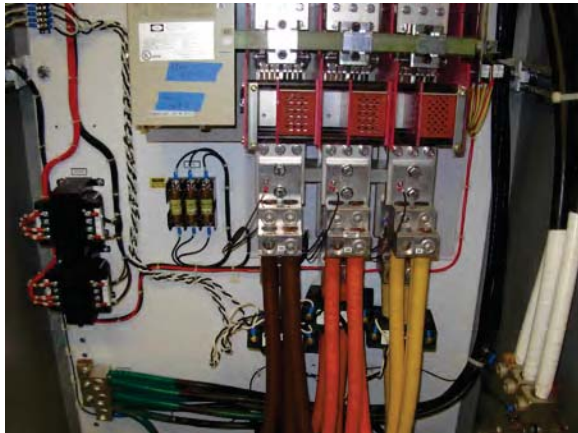
### WE DELIVER SOLUTIONS

- \* 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, NASKW
- 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*

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DESIRE TO SUCCEED



**32+**  
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

31160 Avenue C, Big Pine Key, FL 33043  
P. 305-872-2200 - F. 305-872-2219  
Email our President, Chistian Brisson - [cb@pedrofalcon.com](mailto:cb@pedrofalcon.com)  
[www.pedrofalcon.com](http://www.pedrofalcon.com)

# **Additional Information:**

## Contractor's Experience



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



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

**Contract Value:** \$7,738,695.00  
**Engineer or Architect:** Synalovski, Romanik & Saye  
**Architect's Address:** 1800 Eller Drive, Ft. Lauderdale, FL  
**Architect's Phone:** 954-961-6806  
**On Time and On Budget:** Yes.

**Project Summary:** This project required 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 is 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 was constructed from the ground up. SOW encompassed 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, terrazzo, painting, flagpole, toilet partitions and bath accessories, lockers, fire extinguishers, window shades and bike racks.

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**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. 2020

**Contract Value:** \$2,811,949.16  
**Engineer or Architect:** William P. Horn, Architect  
**Architect's Address:** 915 Eaton Street, Key West  
**Architect's Phone:** 305-296-8302  
**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.

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**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  
**Architect:** K2M Design (Erica Poole, 305-307-5851)  
**Architect's Address:** 1150 Virginia Street, Key West, FL  
**On Time and On Budget:** Yes.

**Project Summary:** Pedro Falcon Contractors, Inc. was awarded this Design/Build construction contract and was responsible for all technical design services, supervision, labor, materials, inspections and equipment. PFC partnered with K2M Design who handled the architectural, mechanical and electrical engineering design.

**Scope of Work:** The work included replacement of the HVAC system as well as a new separate HVAC system for the Jet Fuel Laboratory. ACT ceilings were removed and replaced. New interior and exterior LED lighting was provided & 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. New flooring was installed throughout. New laboratory cabinets and safety/eye wash station were provided as well.

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## PEDRO FALCON CONTRACTORS INC.

### 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 (954-771-1616)

**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.



### Historic Glynn Archer Gymnasium Renovation



**Project Address:** 1030 United St., Key West  
**Contracting Agency:** City of Key West  
**Project Contact:** L. Creed 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.

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**PEDRO FALCON  
CONTRACTORS INC.**

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### 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, 305-296-8302  
**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 Port & Marine Services 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.

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**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. (Released)  
**Architect's Address:** 471 US 1, #101, Key West 33040  
**Architect's Phone:** 305-296-1692  
**On Time and On Budget:** Yes.

**Project Summary:** This project started immediately prior to Hurricane Irma. 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: Card Sound, Long Key and Cudjoe Key.

**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.

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**PEDRO FALCON  
CONTRACTORS INC.**

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**Harvey Government Center @ Historic Truman School – Repair Deficiencies at Three Exterior Concrete Stairs**



**Project Address:** 1200 Truman Ave., Key West  
**Contracting Agency:** Monroe County BOCC  
**Project Contact:** Steve Sanders, PM  
**Project Contact Phone:** 305-292-4527  
**Dates Work Was Performed:** June – August 2018

**Contract Value:** \$58,497.00  
**Engineer or Architect:** Perez Engineering  
**Address:** 1010 Kennedy Dr., Key West, FL 33040  
**Engineer's Phone:** 305-293-9440  
**On Time and On Budget:** Yes.

**Project Summaries:** PFC was responsible for protecting the existing building and features, as well as for public safety in and around the work areas. We coordinated with the Owner to secure the construction area and to keep the remaining portions of the site accessible and in operation, providing minimal disruption to the business which occurs at the Harvey Government Center.

Concrete construction of footers, CMU walls, reinforced slabs & concrete stairs. East & West Main Entry Stairs (mirrors of each other) were demolished and reconstructed with properly sloped landings. The Break-Room Stairs were demolished and reconstructed to proper dimensions. New aluminum railings and handrails were fabricated and installed. An Owner requested change order was added to demo existing unsafe sidewalks in two areas (225 SF total) and install new 4" thick concrete sidewalks in same footprint. The work areas were painted to match existing.

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**PEDRO FALCON  
CONTRACTORS INC.**

**Design/Build - 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, Joe Moody 305-292-7722  
**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. K2M Design provided architectural, MEP and structural engineering services. 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.

The building serves as home to Marathon's Wastewater staff, equipment, maintenance supplies, and vehicles. It was designed and built to withstand 180+ mph hurricane forces. Special consideration of the site was given in constructing the facility two feet above the 100 Year flood plain to ensure uninterrupted use of the facility.



**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  
**Architect's Phone:** Horn: 305-292-7722, K2M 296-8302  
**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.

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**Design/Build - Marathon Airport Customs and Border Patrol Facility**



**Project Address:** 9000 Overseas Hwy., Marathon, FL  
**Contracting Agency:** Monroe County BOCC  
**Project Contact:** Kevin Wilson, Asst. County Admin.  
**Project Contact Phone:** 305-453-8797  
**Dates Work Was Performed:** Nov. 2014 – March 2016

**Contract Value:** \$1,418,904.00  
**Engineer or Architect:** K2M Design  
**Architect's Address:** 1150 Virginia St., Key West, FL  
**Engineer or Architect's Phone:** 305-292-7722  
**On Time and On Budget:** Yes.

**Project Summary:** This project was a renovation to an existing airport terminal to include the Federal Customs and Border Patrol Facility.

**Scope of Work:** Project included selective demolition, insulation, gypsum, resilient flooring, Division 10, plumbing, security systems, concrete/masonry, doors/frames/hardware, stucco, terrazzo flooring, furniture, HVAC, CCTV, detention equipment, metals, aluminum storefronts, tiling, fluid applied floor, window shades, electrical, signage, access control/duress, architectural casework, glazing, acoustical ceilings, painting, fire suppression, communications, and fire alarm.

Owner requested change orders included bullet resistant glass, stainless steel partitions, removal and installation of new data cabling, installation of an x-ray machine, microphones and cameras, an integrated phone system, and additional security features.





## 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.

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**PEDRO FALCON  
CONTRACTORS INC.**

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**Design/Build - C-1 Hangar Project**



**Project Address:** Naval Air Station, Key West

**Contracting Agency:** United States Navy

**Project Contact:** Jeanette Sweeting

**Project Contact Phone:** 305-293-3863

**Dates Work Was Performed:** Sept. 2008 – Sept. 2009

**Contract Value:** \$3,184,384.00

**Engineer or Architect:** Perez Engineering

**Address:** 1010 Kennedy Dr., Key West, FL 33040

**Engineer's Phone:** 305-293-9440

**On Time and On Budget:** Yes.

**Project Summaries:** Design/Build project which consisted of asphalt overlay for the entire C-1 Hangar helipad and motorcycle training course and a second site at the Weapons Area. Scope of work included grading, sitework, paving, striping, fencing, gates, utilities, stormwater management, and electrical.

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**Big Pine Key Community Park Redevelopment**



**Project Address:** 31009 Atlantis Dr., Big Pine Key, FL

**Contracting Agency:** Monroe County BOCC

**Project Contact:** Monroe County Engineering

**Project Contact Phone:** 305-292-4416

**Dates Work Was Performed:** Feb. 2007 – Aug. 2008

**Contract Value:** \$4,566,034.00

**Architect:** K2M Design 305-292-7722

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

**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 Course, Shuffleboard Courts, Bocce Courts, baseball and soccer fields, handball and basketball courts, landscaping, irrigation, and 300 car parking lot. Also constructed was a new two-story Community Center which includes maintenance garage, restrooms, concessions area, press box, storage rooms and elevator.