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EC 13003416 / CGC 1507617
www.PedroFalcon.com

BID DOCUMENTS

For

Frederick Douglass Community Center (FDCC) – ITB #23-005

Attention: City of Key West
Office of the City Clerk

Address: 1300 White Street
Key West, FL 33040

Due: May 30, 2023 by 3:00pm



PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West **ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on MAY 24, 2023** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside **“BID FOR FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)-ITB #23-005”** addressed and delivered to the City Clerk at the address noted above.

The project consists of the construction of new building and site as shown on the Permit Set of Drawings **FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)** dated March 07, 2023.

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

A **Mandatory pre-bid meeting** will be held in the City Manager’s conference room at City Hall, 1300 White Street, Key West, Florida on **APRIL 18, 2023 at 10:30 A.M.** followed by a site walk through.

Or Zoom Meeting:

<https://cityofkeywest-fl.gov.zoom.us/j/85137676988?pwd=WmNJTU9WYVVTzQ0cFgxV3l1dXdmZz09>

Meeting ID: 851 3767 6988

Passcode: 856576

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 Bidder shall furnish documentation showing that he/ she 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 the following the Notice of Award and must demonstrate that he/ she holds at a minimum, the following licenses & certificates;

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

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

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

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

For information concerning the proposed work please contact **Karen Wilman, Senior Construction Manager, City of Key West** by email at **karen.wilman@cityofkeywest-fl.gov**. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he/ she 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 Proposal in question. The CITY may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City. (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

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

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Sr. Project Manager and Engineering Director, in writing (at least 8 calendar days prior to Bid opening, March 28, 2023) 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 furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Work section.

3. REQUIRED QUALIFICATIONS

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

4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself/ herself of the conditions relating to the execution of the work and make himself/ herself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his/ her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

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

5. TYPE OF BID

LUMP SUM

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

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 7).

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign his/ her BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership,

a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his/ her Bid his/ her experience record showing his/ her experience and expertise in construction and directory construction, typical foundation and CMU construction, hardscapes, and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

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

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

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

D. ATTACHMENTS

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

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

E. CITY OF KEY WEST LICENSE REQUIRED

Contractor is required to have a Certified or Registered General Contractors City of Key West license. License fees not to exceed \$410.00. License shall be obtained within ten (10) days of Notice of Award.

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BID

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

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

9. MODIFICATION OR WITHDRAWAL OF BID

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

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his/ her 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/ her power-of-attorney as evidence of his/ her 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/ she shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all

Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals he/ she accompanied.

12. AWARD OF CONTRACT

The Award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. The Owner may award entire Bid or selected line items based on the CITY'S best interest and available funds a time of Award.

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

The CITY reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids, or if bids exceed the budgeted amount.

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

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

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have

a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

C. POWER-OF-ATTORNEY

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

17. TIME OF COMPLETION

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

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

The term of this contract will be **Five hundred and forty-five (545) calendar days**.

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt

or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

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

20. BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/ she has carefully examined the Contract Documents and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

21. SALES AND USE TAXES

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

22. ART IN PUBLIC PLACES (AIPP)

The Bidder agrees to work with the city to coordinate Art in public places for this project, per City of Key West Ordinance Sec. 2-481 through 2-487.

23. FLORIDA GREEN COMMERCIAL BUILDING (FGBC)

The Bidder agrees to work with the city to coordinate documentation for the FGBC requirements.

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BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)**

Project No.: ITB #23-005

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

Company Name: Pedro Falcon Electrical Contractors, Inc. DBA Pedro Falcon Contractors, Inc.

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

Email Address: cb@pedrofalcon.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

GENERAL INSURANCE REQUIREMENTS

1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State

of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to

engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

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

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

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

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

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

Bodily Injury &	\$2,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

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

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

Bodily Injury	\$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

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

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

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his/ her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of

Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **four hundred forty (440) calendar days**, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

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

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

- See Insert (next page)
for a list of Addenda Acknowledgements.

ADDENDA

The Bidder hereby acknowledges that he/ she has received Addenda No's. _____, _____, _____, _____. (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/ her Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

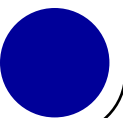
LUMP SUM WORK ITEMS

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

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following individual lump sum amounts. The Bidder agrees that the lump sum pricing include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

* * * * *

Addenda





THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Frederick Douglass Community Center – ITB 23-005

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

City: Requests for Information and Clarifications:

1. Permit fees are unknown – will an allowance or exclusion of fees be acceptable?
 - a. Add an allowance of \$125,000 for permit fees.
2. Bid invitation page 12 states 545 calendar days for completion. Page 18 states 440. Which is correct?
 - a. Please use 545 calendar days.
3. Has an asbestos Survey been performed? If so, please provide. If not, will Owner perform or GC?
 - a. City to provide asbestos/ lead paint test results prior to demolition of the building.
4. Bid docs state we agree to Florida Green Comm. Building – will this building need to be certified?
 - a. Yes, the building is required to be a min. of a bronze certification. City to complete paperwork.
5. Bid Docs state if there's an event scheduled, we have to stop construction if there's interference. Is there a calendar of events we can review to see how many days will be affected by these events?
 - a. Plan for (2) Friday shut-downs for Goombay Festival that happen the weekend before Halloween.
6. Add Alternate for solar form states total of A-B. Shouldn't this read A-C?
 - a. No change to the bid form is needed.
7. Will the Owner be responsible for Health Dept. application and review/fees?
 - a. City to coordinate with the health dept. for review and fees that are needed.
8. ITB page 21 regarding Solar add alternate references Roof Plan A2.3.1. We understand it is a design build system but what are the solar panels on E2.0.2 for? Just for reference?
 - a. Ignore the solar panels on E2.02
9. Please verify low voltage data, cameras, access systems are supplied and installed by Owner.
 - a. Owner/ City to supply and install low voltage data, cameras, access systems. Contractor to coordinate with owner's contractor.

Attachments:

1. Pre-Bid Sign-in Sheet_FDCC
2. For Reference Only_2018 Renovation Drawings
3. Geo Tech Report_FDCC
4. K2M- RFI response_AD01
5. Bike Bollard
6. AFC_48x75_20-0429.01
7. DuraShutter- Overhead Door
8. DuraShutter Standard Spec Sheet
9. Solar Study_FDCC
10. AED Specification

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



Christian Brisson, as President

Signature

Pedro Falcon Contractors, Inc.

Name of Business



THE CITY OF KEY WEST

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

ADDENDUM NO. 2

Frederick Douglass Community Center – ITB 23-005

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

- 1. City Update:** Revise the contract documents bid dates as outlined below:

FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)

SUBJECT:	INVITATION TO BID NO. 23-005: CITY OF KEY WEST Frederick Douglass Community Center (FDCC)
ISSUE DATE:	March 31, 2023
MAIL OR SPECIAL DELIVERY REPOSSES TO:	CITY CLERK CITY OF KEY WEST 1300 WHITE STREET KEY WEST, FL 33040
DELIVER BIDS TO:	SAME AS ABOVE.
FIRST DATE FOR INQUIRIES:	April 11, 2023
MANDATORY PRE-BID:	April 18, 2023
FINAL DATE FOR INQUIRIES:	May 8, 2023 <u>May 15, 2023</u>
FINAL DATE FOR RESPONSES:	May 12, 2023 <u>May 19, 2023</u>
BIDS MUST BE RECEIVED:	May 24, 2023 <u>May 30, 2023</u>
NOT LATER THAN:	3:00 P.M. LOCAL TIME

2. Revise the Contract Documents bid date on Page 6 as outlined below:

INVITATION TO BID

Sealed bids for the City of Key West **ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on MAY 30 24, 2023** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

3. See attached RFI's answered by K2M Design, LLC
4. Fence- located between the proposed building and existing building to be 6' high metal picket (black finish). Match City Hall Fence located at 1300 White street, located between buildings. [Click here for street view](#) from Seminary St.

Attachments:

1. K2M- RFI response_AD02

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



Christian Brisson, as President
Signature

Pedro Falcon Contractors, Inc.

Name of Business



THE CITY OF KEY WEST

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

ADDENDUM NO. 3

Frederick Douglass Community Center – ITB 23-005

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced ITB 23-005 package is hereby amended in accordance with the following items:

1. Revised Bid Schedule language, page 19 of Contract Documents- “The Bidder shall submit a Schedule of Values, upon request from the City, on May 30, 2023”.
Clarification, a schedule of Values is not required with the bid but may be requested by the City after the bids are received.
2. Revised Add Alternate for Solar Power System, Bid Form pages 21 & 22, See attachments. A separate line item was requested for Design- build electrical upgrades to the system. If you do not require this as part of your bid, you can put down NA for not applicable. Also revised lump sum for 20.a-20.c and the total cost for 20.a-20.i.
3. Clarification from AD01- Question 42 & 44.
Contractor to provide an allowance of \$15,000 as a line item in the base bid, for projectors.
4. See attachment for final K2M- RFI questions. No additional RFI’s will be reviewed but if you have a question on AD03, please email City PM as soon as possible.

Attachments:

1. Revised Add Alternate for Solar Power System, Bid Form
2. K2M- RFI response_AD03

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

Christian Brisson, as President

Signature

Pedro Falcon Contractors, Inc.

Name of Business

BID SCHEDULE

FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)

LUMP SUM BID

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

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

Contract Days (545) calendar days. Anticipated days to complete 470 calendar days.

1. Mobilization, General/Supp Conditions and Demobilization

- | | | | |
|-----------------------------|---|------|----------------------|
| a. Mobilization | 1 | each | \$ <u>150,000.00</u> |
| b. General/Supp. Conditions | 1 | each | \$ <u>421,310.00</u> |
| c. Demobilization | 1 | each | \$ <u>50,000.00</u> |

1	LS (10% of Construction Cost Max.)	\$ <u>621,310.00</u>
---	------------------------------------	----------------------

2. Payment and Performance Bonds

1	LS	\$ <u>70,000.00</u>
---	----	---------------------

3. Permit Fees (to be paid at cost)

1	LS	\$ <u>125,000.00</u>
---	----	----------------------

4. All materials to complete site work and landscape.

1	LS	\$ <u>1,120,149.00</u>
---	----	------------------------

5. Construction of the building (Includes all labor, equipment, & materials for a complete product)

1	LS	\$ <u>6,053,019.00</u>
---	----	------------------------

6. Utility Allowance (only to be used with owner's written directive) \$ 25,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 – 6

\$ 8,014,478.00

**Eight Million Fourteen Thousand
Four Hundred Seventy-eight**

Dollars & zero Cents

(amount written in words)

BASE BID ADD OR DEDUCT ALTERNATES

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

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

7. An ADD Alternate for the casework and storage labeled Alt 1 (Music Suite)

1 LS

\$ 45,283.00

8. A Deduct Alternate for sound panels- Main Hall (101)

1 LS

\$ <85,057.00>

9. A Deduct Alternate for the proposed generator and pad, including all connections associated with the generator.

1 LS

\$ <143,017.00>

10. Add Alternate- Irrigation Design-Build / Cistern Design- Build

1 LS

\$ 129,675.00

Please describe the type of cistern/ water storage solution(s) you are proposing for the project.

Proposed cistern/irrigation system utilizes Two (2) 5,000 Gallon Poly Tanks with a 3HP

Power pump. Roof downspouts are piped to cisterns. Currently based upon a 30 GPM

requirement. A sketch depicting basic anticipated system attached. Irrigation is included.

20. Add Alternate for Solar Power System

Design and construct a roof mounted solar power system to provide full electrical services for all loads for daily operation of the facility. (See Roof Plan A2.3.1)

Workmanship=1 Year
Racking=5 years Manufacturers
Storage=10 Years Manufacturers
Panels/Inverters=25 Years manufacturers

		System Warranty	Years		
a.	LS	Solar Panels- Main Hall Roof	<u>28</u>	KW	\$ <u>123,036.00</u>
b.	LS	Solar Panels- Low Roof Olivia	<u>20</u>	KW	\$ <u>85,938.00</u>
c.	LS	Solar Panels- Low Roof Fort St	<u>15</u>	KW	\$ <u>65,591.00</u>
Total of lump sum items 20.a- 20.c					\$ <u>274,565.00</u>
d.	LS	Battery system for Main Hall			\$ <u>NA</u>
e.	LS	Battery system for Low Roof Olivia			\$ <u>NA</u>
f.	LS	Battery system for Low Roof Fort St			\$ <u>NA</u>
Total of lump sum items 20.d- 20.f					\$ <u>274,565.00</u>
g.	LS	Main Hall Design-Build Electrical Upgrades			\$ <u>NA</u>
h.	LS	Olivia Street Design-Build Electrical Upgrades			\$ <u>NA</u>
i.	LS	Fort St. Design-Build Electrical Upgrades			\$ <u>NA</u>
Total of lump sum items 20.g- 20.i					\$ <u>274,565.00</u>
Total of lump sum items 20.a- 20.i					\$ <u>274,565.00</u>



Project Name:

Project Address:

Client/Owner:

Engineer Contact:

Project Engineer:

THIS ITEM HAS BEEN DIGITALLY
AND SEALED BY

03/07/23

No 64089

[illegible]

CW3 ENGINEERING, INC.
5783 BAYSHORE RD., SUITE 113
NORTH FORT MYERS, FL 33917
CLAIR WRIGHT, III, P.E. NO. 64089

Legal Disclaimer:

Revisions:

SITE DATA:

RE #	00014720-000000
SEC-TWP-RGE	06-68-25

PROJECT MGR: CEW
PROJECT # :19-0031
FILE NAME :04-19-0031-SITE.DWG
ORIGIN DATE :10-22-19
DESIGNER :JNP
CADD :JNP
CHECKED BY:CEW
PLOT DATE :TUE, 3-7-2023-7:52 AM
PLOTTED BY :JPANICARO

SHEET TITLE:

MASTER
SITE PLAN



3. TWO (2) S&S SIGNS AND TWO (2) BACK-IN PARKING ONLY SIGNS (W/POSTS), MINIMUM SIZE 12"X18", ARE TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR. LOCATIONS TO BE COORDINATED WITH THE OWNER.

Please list your recommended solar system/ battery system size for this building for best ROI and any battery storage space requirements. Based on the current electrical design a battery system has not been considered for this project. The proposed electrical system is 120/208-3 Phase which is not conducive to an electrical battery back-up system. See list of changes to building/design for further discussion.

Please list any changes to the building/ design changes that you would request to better work with your solar panel installation
120/240 single phase opens all options for solar + storage. The AC size (65 tons) may be able to be reduced pending engineers review. Modify VAV boxes that currently have electric re-heat. VE programmable t-stats and remove control system as a cost saving measure.

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

EXPERIENCE OF SOLAR POWER SYSTEM BIDDER

The Bidder states that he/ she is an experienced CONTRACTOR and has completed similar projects within the last 5 years. (List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

Pedro Falcon Contractors, Inc. has teamed with Florida Solar One for this design build effort. This team successfully completed the Solar Design Build at the new Marathon Library and are currently in the process of completing a second solar design build at the new Centennial Bank Building currently under construction in Marathon, Florida.

Florida Solar One (FS1) is Monroe County's oldest dedicated solar contractor and was founded in Key West in 2007 and has operated continuously from Sugarloaf Key since 2009. In 2015 FS1 was ranked by Solar World as the 48th largest commercial solar contractor in the US and has been ranked as high as the #1 off grid (battery based) solar contractor in Florida. Similar Government, Commercial and Educational Project in last five years.

See next page

Similar government, commercial and educational commercial projects in previous five (5) years:

- 1) Monroe County Library in Marathon, FL
 - a. Size: 35kW
 - b. General Contractor – Pedro Falcon Ken Bygler (305)-872-2200; Engineer Florida Solar One – Ray Johnson, PE 305-517-5876, Owner – Monroe County
 - c. Cost \$120,000
- 2) Flamingo Park Community Center in Cooper City, FL
 - a. Size: 22kW
 - b. General Contractor – MBR Construction Mike Boss 954-486-8404; Engineer Florida Solar One – Ray Johnson, PE 305-517-5876, Owner Cooper City
 - c. Cost: \$59,400
- 3) Cayman International School (and five other similar size at same location)
 - a. Size: 135kW
 - b. General Contractor – Florida Solar One (305)-517-5876; Engineer Florida Solar One – Ray Johnson (same), Owner Cayman International School
 - c. Cost: \$387,500
- 4) Centennial Bank, Marathon (under construction)
 - a. Size: 35kW plus 81 kWhr storage
 - b. General Contractor – Pedro Falcon Ken Bygler (305)-872-2200; Engineer Florida Solar One – Ray Johnson, PE 305-517-5876, Owner – Centennial Bank
 - c. Cost \$220,000

SUBCONTRACTORS

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

A-Plus Roofing Key West, Inc.

Name

5886 Maloney Ave., Key West, Florida, 33619
Street City State Zip

Specified Architectural Systems, Inc.

Name

9942 Currie Davis Ste. E, Tampa, Florida, 33619
Street City State Zip

American Overhead Door, Inc.

Name

9101 NW 105 Circle, Miami, Florida, 33301
Street City State Zip

ABC / ALL American Ceilings, Inc.

Name

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

TSI Commercial Floor Covering

Name

6451 NW 102nd Ave Ste. 3, Doral, Florida, 33178
Street City State Zip

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:

Paaver Dave, Inc.

Name

P.O. Box 420774, Summerland, Florida, 33042
Street City State Zip

Charley Toppino & Sons, Inc.

Name

P.O. Box 787, Key West, Florida, 33040
Street City State Zip

Blue Native Landscape & Irrigation

Name

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

Bella Construction of Key West. Inc.

Name

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

Skyline Steel, Inc.

Name

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

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:

Professional Plastering Designs, Inc.

Name

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

Acoustic Service, Inc.

Name

7453 NW 52, Miami, Florida, 33166
Street City State Zip

Debonair Mechanical

Name

13972 S.W. 1st Way Ste. 27, Deerfield Beach, Florida, 33441
Street City State Zip

Key West Windows, LLC

Name

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

Name

_____, _____, _____, _____
Street City State Zip

SURETY

Travelers Casualty and Surety Company of America whose address is

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

BIDDER

The name of the Bidder submitting this Proposal is

Pedro Falcon Contractors, Inc. doing business at

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

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

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

Name	Title
<u>Christian Brisson</u>	<u>as President</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

If Sole Proprietor or Partnership

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

Not Applicable

Signature of Bidder

Not Applicable

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 30 day of May 2023.

(SEAL)

Pedro Falcon Electrical Contractors, Inc.

d/b/a

Pedro Falcon Contractors, Inc.

Name of Corporation



By Christian Brisson

Title as President

Attest [Signature]

Secretary (Christian Brisson, as Secretary)

EXPERIENCE OF BIDDER

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

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

Please See Attached Project List

Project List





PEDRO FALCON CONTRACTORS INC.

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

Proprietary & Confidential Pedro Falcon Contractors, Inc. DO NOT DISTRIBUTE

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Amount Bid

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

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

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

having its principal place of business at ONE TOWER SQUARE, HARTFORD, CT 06183

in the State of Connecticut

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

City of Key West

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his/ her or its Bid Proposal for **ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

ITB #23-005

FREDERICK DOUGLASS COMMUNITY CENTER

(FDCC)

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

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

Signed and sealed this 30th day of May, 2023.

Pedro Falcon Electrical Contractors, Inc.

By

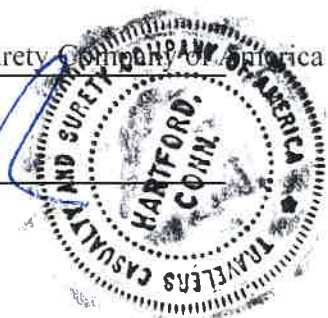
PRINCIPAL

Travelers Casualty and Surety Company of America

SURETY

By

Attorney-In-Fact
Joseph P. Nielson



TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David R Hoover, Kristy L Collins, Jarrett Merlucci, Shawn A. Burton, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER** of Miami Lakes, Florida, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

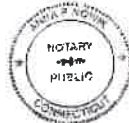
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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


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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of May, 2023




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

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

By: _____

Christian Brisson, as President

Sworn and subscribed before me this 30 day of May 2023.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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

[Signature]
May 30th, 2023

* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for _____

Frederick Douglass Community Center (FDCC) - ITB#23-005

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

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

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

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

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

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

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

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

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


(signature)

May 30, 2023
(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 30 day of May, 2023.

My commission expires



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


NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by him/ her in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$2 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.

31160 Avenue C, Big Pine Key, FL 33043
Address


Signature

Christian Brisson
Print Name

as President
Title

DATE: May 30, 2023

SEAL:



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

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

Pedro Falcon Contractors, Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Christian Brisson, as President

Sworn and subscribed before me this 30 day of May 2023.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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

* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

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

By: _____

Christian Brisson, as President

Sworn and subscribed before me this

30 day of May 2023.

5/30/2023

NOTARY PUBLIC, State of Florida at Large



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

My Commission Expires: _____

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

30 day of May, 2023.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



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

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

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

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

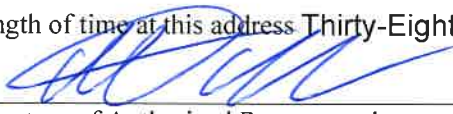
If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Pedro Falcon Contractors, Inc. Phone: (305) 872.2200 ext.26

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

Fax: (305) 872.2219

Length of time at this address Thirty-Eight years



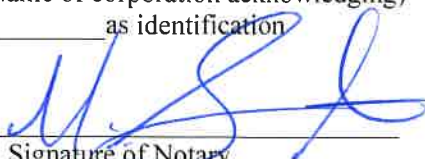
Signature of Authorized Representative

May 30, 2023

Date


STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 30 day of May, 2023.
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 Driver License as identification
(type of identification)



Signature of Notary

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

Print, Type Mari Andruzzi
 Commission #KH 367485
Expires: February 28, 2027
Notary Public - State of Florida


Title or Rank

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>Pedro Falcon Contractors, Inc.</u>		
Vendor FEIN: <u>59-2550231</u>		
Vendor's Authorized Representative Name and Title: <u>Christian Brisson, as President</u>		
Address: <u>31160 Avenue C</u>		
City: <u>Big Pine Key</u>	State: <u>Florida</u>	Zip: <u>33043</u>
Phone Number: <u>305.872.2200 ext.26</u>		
Email Address: <u>cb@pedrofalcon.com</u>		

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

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

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

BIDDER'S CHECKLIST

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

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

* * * * *

PART 2

CONTRACT FORMS

DRAFT CONTRACT AGREEMENT

This Contract, made and entered into X day of X 2023,
by and between the X City of Key West, hereinafter called the "Owner", and
 X , hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him/ her by the Owner and of the covenants and agreements herein contained, hereby agrees at his/ her own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for
ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)

Key West, Florida to the extent of the Bid made by the Contractor, dated the X day of X , 2023, all in full compliance with the Contract Documents referred to herein.

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

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

The Contractor agrees to complete the work within **Four hundred and forty (440) calendar days** and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of **\$500.00** per day. Sundays and legal holidays shall be included in determining days in default.

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

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this X day
of X , A.D., 2023.

CITY OF KEY WEST

By X

Printed X

Title X

CONTRACTOR

By X

Printed X

Title X

APPROVED AS TO FORM

 X
Attorney for Owner

* * * * *

FLORIDA PERFORMANCE BOND

BOND NO. _____ X _____

AMOUNT: \$ _____ X _____

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

with offices at _____ X _____

hereinafter called the CONTRACTOR (Principal), and

_____ X _____

with offices at _____ X _____

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____ X _____, 20X, to furnish at his/ her 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/ her obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

[To Be Completed Upon Contract Award]

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

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

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

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

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

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

this X day of X , 20 X the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: X

(SEAL)

ATTEST

SURETY

By: X

(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____X_____

AMOUNT: \$ _____X_____

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

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

_____X_____
with offices at _____X_____

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)attached hereto, with

the CITY, dated _____X_____

_____X_____, 20X, to furnish at his/ her own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

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

[To Be Completed Upon Contract Award]

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

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

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

this X day of X , 20 X the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: X

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

- Licenses
- Tax Receipt
- Sunbiz



State of Florida

Department of State

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

The document number of this corporation is H58348.

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

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

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




Secretary of State

Tracking Number: 8941647482CU

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

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BRISSON, CHRISTIAN NORMAND

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

LICENSE NUMBER: CGC1507617

EXPIRATION DATE: AUGUST 31, 2024

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

ALLSBROOK, ROBERT DAVID

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

LICENSE NUMBER: EC13003416

EXPIRATION DATE: AUGUST 31, 2024

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



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

2022 / 2023
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2023

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 102-21-00002190 07/14/2022 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, 2023

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

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25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 102-21-00002190 07/14/2022 25.00

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Fictitious Name Search

Submit

Fictitious Name Detail

Fictitious Name

PEDRO FALCON CONTRACTORS, INC.

Filing Information

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

Mailing Address

31160 AVENUE C
BIG PINE KEY, FL 33043

Owner Information

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

Document Images

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

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Submit



[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

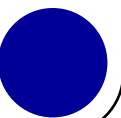
Annual Reports

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

Document Images

01/05/2023 -- ANNUAL REPORT	View image in PDF format
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01/20/2021 -- ANNUAL REPORT	View image in PDF format
01/22/2020 -- ANNUAL REPORT	View image in PDF format
01/10/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- ANNUAL REPORT	View image in PDF format
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01/26/2009 -- ANNUAL REPORT	View image in PDF format
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01/30/2006 -- ANNUAL REPORT	View image in PDF format
03/28/2005 -- ANNUAL REPORT	View image in PDF format
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02/19/1999 -- ANNUAL REPORT	View image in PDF format
03/03/1998 -- ANNUAL REPORT	View image in PDF format
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04/30/1996 -- ANNUAL REPORT	View image in PDF format
03/20/1995 -- ANNUAL REPORT	View image in PDF format

Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

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

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

PRODUCER Bowen, Miclette & Britt of Florida, LLC 850 Concourse Parkway S Suite #105 Maitland FL 32751		CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): (407) 647-1616 E-MAIL ADDRESS: mrushing@bmbinc.com		FAX (A/C, No): (407) 628-1635
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Amerisure Mutual Insurance Company		23396
		INSURER B: James River Insurance Co.		12604
		INSURER C: Amerisure Insurance Company		19488
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1743460670**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	00123482-1	11/2/2022	11/2/2023	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 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	CA209293908	11/2/2022	11/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	00138713-0	1/18/2023	11/2/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	WC209452608	11/2/2022	11/2/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: Contact Name shown above.

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

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

CERTIFICATE HOLDER**CANCELLATION**

Specimen

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.

For Informational/Bid Purposes Only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

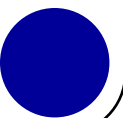
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

References



Customer References

City of Key West

201 William Street
Key West, FL 33040

Karen Olson

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

Monroe County School District

5330 2nd Avenue
Stock Island, FL 33040

Douglass Pryor

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

Centennial Bank

2171 West Main Street
Cabot, AR 72023

Kelly F. Straessle

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

City of Marathon

9805 Overseas Hwy.
Marathon, FL 33050

Carlos A. Solis, P.E.

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



Customer References

Monroe County Public Works & Engineering

1100 Simonton St. Room 2-216

Key West, FL 33040

Steven Sanders

Quality Control & Safety Project Manager

Ph: (305) 295.4338

Email: sanders-steven@monroecounty-fl.gov

Monroe County Public Works & Engineering

1100 Simonton St. Room 2-216

Key West, FL 33040

Cary Knight, PMP

Director of Project Management, PMP

Office: (305) 292.4527

Email: knight-cary@monroecounty-fl.gov

Key West & Monroe County Housing Authority

1400 Kennedy Dr,

Key West, FL 33040

Ken Burger

Project Manager

Ph: 305.296.5621

Email: burgerk@kwha.org



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



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

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

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

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

The Henderson Building, Big Pine Key, FL



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

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

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

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

Design/Build - Building A-4191 Renovation & Repair



Project Address: Boca Chica NAS, Key West, FL 33040
Contracting Agency: Data Monitor Systems, Inc.
Project Contact: Harvey Watson, VP Operations
Project Contact Phone: 405-737-7950
Dates Work Was Performed: Sept. 2019 – July 2020

Contract Value: \$994,879.00
Engineer or Architect: K2M Design
Architect's Address: 1150 Virginia Street, Key West, FL
On Time and On Budget: Yes.

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

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

Big Pine Key Sign Fabrication and Installation Project



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

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

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

Transient Restrooms/Dockmaster Building



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

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

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

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

Marathon High School Athletic Complex



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

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

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

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

Historic Glynn Archer Gymnasium Renovation



Project Address: 1030 United St., Key West

Contracting Agency: City of Key West

Project Contact: L. Kreed Howell

Project Contact Phone: 305-809-3963

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

Contract Value: \$2,067,509.00

Engineer or Architect: William P. Horn, Architect

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

On Time and On Budget: Yes.

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

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

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



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

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

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

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

Utility & Public Works Maintenance Facility Building



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

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

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

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

Marathon City Hall



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

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

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

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

P678 Aircraft Crash Rescue & Fire Headquarters



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

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

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

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

Sexton's House at Historic Key West Cemetery



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

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

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

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

US Air Force 7th Floor Upgrades



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

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

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

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

Monroe County Key Fire Station No. 17



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

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

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

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

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

Repair After School Facility Playground



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

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

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

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

Golden Collum Federal Building & Courthouse/USDC Renovations and Additions



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

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

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

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

Monroe County Fire Station No. 13



Project Address: 390 Key Deer Blvd., Big Pine Key, FL
Contracting Agency: Monroe County BOCC
Project Contact: Jerry Barnett
Project Contact Phone: 305-292-4416
Dates Work Was Performed: Dec. 2007 – Aug. 2009

Contract Value: \$3,211,084.00
On Time and On Budget: Yes.

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

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

Big Pine Key Park Redevelopment



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

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

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

Additional Company Information



CERTIFIED AND LICENSED GENERAL AND ELECTRICAL CONTRACTORS



Marion County Courthouse, Ocala, FL



www.pedrofalcon.com

THE RIGHT CHOICE FOR FLORIDA & THE FLORIDA KEYS

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

C G C 1507617 EC 13003416



Offloading

MILESTONES

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

COMMERCIAL CONTRACTING



Water Tank Demolition, NAS Key West

WHAT CAN WE DO FOR YOU?

PLANNING & DESIGN

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

PRE-CONSTRUCTION

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

CONSTRUCTION

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

CLOSEOUT

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

COMMERCIAL PROJECTS



Ocala Courthouse, Tampa



City Hall, Marathon, FL



Monroe County Fire Training Academy, Crawl Key



Conch Key Fire Station, Conch Key, FL



Big Pine Key Fire Station #13



700,000 Gallon Concrete Water Tank



After School Playground, MacDill AFB



GSA Building, USAF Tampa

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THE RIGHT CHOICE FOR FLORIDA AND THE FLORIDA KEYS.



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

BUSINESS PHILOSOPHY

WE DELIVER VALUE

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

WE BUILD CUSTOMER LOYALTY

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

WE CONTINUALLY IMPROVE

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

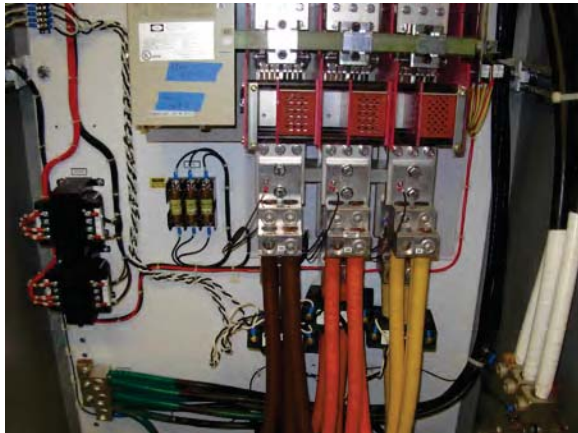
WE DELIVER SOLUTIONS

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

ELECTRICAL CONTRACTING



Installing Guy Wire NAS KW



Three Phase Automatic Transfer Switch



Electrical Panels at Marathon City Hall

NOTE RE: MILITARY PROJECTS

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

RECENT PROJECTS LIST

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

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

**POWER DISTRIBUTION
LIGHTING
DESIGN/BUILD**

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

ELECTRICAL PROJECTS



P678 Aircraft Fire & Rescue HQ, Boca Chica NAS



Mote Marine Tropical Research Laboratory



Jet Fuel Pump Station, Boca Chica NAS



USAF, Generators & Switchgear, Cudjoe Key, FL



JIATF South, Emergency Generators (1.5 MW)



Slab Rough-In, Marathon High School



Marathon Utility & Maintenance Building



Marathon City Hall, Marathon, FL

THE RIGHT CHOICE FOR FLORIDA AND THE FLORIDA KEYS.

DESIRE TO SUCCEED



38+

YEARS
IN
BUSINESS

500+

SUCCESSFULLY
COMPLETED
PROJECTS

200+

MILLION
IN
GROSS
REVENUE

ABOUT



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

EXPERTISE

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

EXCELLENCE

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

FLEXIBILITY

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

INTEGRITY

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

WE'D LIKE TO KNOW ABOUT YOU

REACH OUT TODAY

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

CONTACT US

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