PROPOSAL – REVISED 11/15/2017

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

To: The City of Key West

Address: 1300 White St, Key West, Florida 33040

Project Title: DEMOLITION OF BUILDING 103

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

Company Name: Burke Construction Group, Inc.

Contact Name & Telephone #: David Martinez | Tel. No. (305) 468-6604

Email Address: dmartinez@bcgconstruction.net

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, 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.

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

CONTRACT EXECUTION AND BONDS

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects not later than March 30, 2018.

PROPOSAL (continued)

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of $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.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. __1__, __2__, __3__, ____, ____, ____, ____, ____, ____, ____, ____, ____,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(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 ITEMS

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

TOTAL LUMP SUM BASE BID[1]: **$**_____509,832.00_____ *(1)*

LANDSCAPE ALLOCATION: **$ 25,000.00** *(2)*

TOTAL LUMP SUM BASE BID: **$**_____534,832.00_____ *(1+2)*

$ Five Hundred Thirty-Four Thousand Eight Hundred Thirty-Two Dollars & NO/100 Cents
amount written in words

Landscape Allocation: Design, Furnish and Plant Additional Landscaping. Coordinate with Owner to develop vertical landscape plan, subject to approval by the City's Urban Forestry Manager. Provide additional irrigation as necessary. Total cost not to exceed $25,000 landscaping allocation.

[1]Indicate Demolition Methodology (check one):

A. LBP Abatement, then demolition and disposal as solid waste/recycling: __X__

B. Demolish (no LBP abatement) and disposal as hazardous waste: _____

The Bidder shall submit a Schedule of Values with the Proposal. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the supplier's invoice plus 10 %.

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:

Burke Construction Group, Inc.
Name

Restoration — 29%
Trade — Percent of Total Base Bid

1722 N. Roosevelt Blvd., Key West, Florida, 33040
Street — City — State — Zip

ADS Services, Inc.
Name

LBP Abatement — 19%
Trade — Percent of Total Base Bid

5451 N. 50th Street, Tampa, Florida, 33610
Street — City — State — Zip

Allied Demolition, Inc.
Name

Demolition and Debris Disposal — 25%
Trade — Percent of Total Base Bid

7950 NW 53rd Street, Suite 337, Doral, Florida, 33166
Street — City — State — Zip

SURETY

Arch Insurance whose address is

Harborside 3-210 Hudson St., Ste. 300, New Jersey, Florida, 33040
Street — City — State — Zip

BIDDER

The name of the Bidder submitting this Proposal is

Burke Construction Group, Inc. doing business at

10145 NW 19th Street, Doral, Florida, 33172
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:

Anthony Burke - CEO	David Martinez - Vice President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this N/A day of N/A 2017.

N/A
Signature of Bidder

N/A
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 29th day of November 2017.

(SEAL)

Burke Construction Group, Inc.
Name of Corporation

By David Martinez

Title Vice President

Attest

****

BURKE Construction Group Inc.

PROJECT COST SUMMARY

Exhibit "B"

Project:

TRUMAN WATERFRONT BUILDING 103 DEMOLITION

Location:

103 Quay Rd. Key West, Florida

November 29, 2017

Item	Description of Work	Extended Costs	Comments
Division 1 - General Conditions		**$ 164,792**	
1	General Conditions	$ 61,310	Supervision, Management, Temp facilities and protection of existing conditions
2	Offsite Debris Removal	$ 1,940	Dumpsters and Offsite Trash Pick-up
3	**Utility Fees**	**By owner**	**FKE, AT&T, Comcast and Florida Keys Aqueduct**
4	**Impact Fees**	**By owner**	**County Road, Fire and Police Impact Fees**
5	Temporary Fencing	$ 5,438	Temporary Fencing around Building 103
6	01900 Lead Based Paint Abatement	$ 96,104	Lead Base Abatement
7			
Division 2 - Site Work		**$ 275,300**	
8	02050 Demolition	$ 125,300	
9	02100 Site Improvements	$ 150,000	
10	02810 Irrigation Systems	ALLOWANCE	
11	02900 Landscaping	ALLOWANCE	
12			
Division 3 - Concrete			**NOT IN SCOPE OF WORK**
Division 4 - Masonry			**NOT IN SCOPE OF WORK**
Division 5 - Metals			**NOT IN SCOPE OF WORK**
Division 6 - Wood			**NOT IN SCOPE OF WORK**
Division 7 - Thermal & Dampproofing			**NOT IN SCOPE OF WORK**
Division 8 - Frames, Doors & Glazing			**NOT IN SCOPE OF WORK**
Division 9 - Finishes			**NOT IN SCOPE OF WORK**

BURKE Construction Group Inc.

PROJECT COST SUMMARY

Exhibit "B"

Project:

TRUMAN WATERFRONT BUILDING 103 DEMOLITION

Location:

103 Quay Rd. Key West, Florida

November 29, 2017

Item	Description of Work	Extended Costs	Comments
Division 10 - Specialties			**NOT IN SCOPE OF WORK**
Division 11 - Equipment			**NOT IN SCOPE OF WORK**
Division 12 - Furnishings			**NOT IN SCOPE OF WORK**
Division 13 - Special Construction			**NOT IN SCOPE OF WORK**
Division 14 - Conveying Systems			**NOT IN SCOPE OF WORK**
Division 15 - Mechanical		**$ 1,190**	
13	15400 Plumbing	$ 1,190	Capping Plumbing Utililities
14			
Division 16 - Electrical		**$ 1,510**	
15	16000 Electrical	$ 1,510	Capping Electrical Utilities
16			
Construction Sub-Total		**$ 442,792**	
17	Permit & Fees	**$ 11,070**	
18	Bond Premium	**$ 4,428**	
19	Builder's Risk Insurance	**$ 3,500**	
20	Insurance Premium	**$ 3,764**	
21	GC Overhead	**$ 8,856**	
22	GC Profit	**$ 35,423**	
TOTAL BID COST		**$ 509,832**	

FLORIDA BID/PROPOSAL BOND

BOND NO. Bid Bond

AMOUNT $ 5%

KNOW ALL MEN BY THESE PRESENTS, that

Burke Construction Group, Inc., hereinafter called the PRINCIPAL, and Arch Insurance Company, a corporation duly organized under the laws of the State of MO having its principal place of business at Harborside 3, 210 Hudson Street Suite Jersey City NJ 07311-1107 in the State of NJ and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto City of Key West, Florida hereinafter called the Obligee, in the sum of Five Percent of Amount Bid DOLLARS ($ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Proposal or Proposal for:

ITB No. 18-008 - Truman Waterfront Building 103
Demolition, Truman Waterfront Complex, Key West, FL 33040 said Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Proposal to the OBLIGEE for the furnishing of labor, materials, (except those 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 No. 18-008 - Truman Waterfront Building 103 Demolition, Truman Waterfront Complex, Key West, FL 33040

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or bond in the amount of five (5) percent of the base Proposal be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within five (5) 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 five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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 29th day of November, 2017.

Burke Construction Group, Inc.

PRINCIPAL

By:

By

Arch Insurance Company

SURETY

By:

Attorney-In-Fact Charles J. Nielson

AIC 0000221442

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Arthur Lawrence Colley of Charlotte, NC
Brett Rosenhaus of Lake Worth, FL
Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 20th day of July, 2017.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HELEN SZAFRAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 3, 2017

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 20, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 29th day of Nov., 20 17.

Patrick K. Nails, Secretary

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

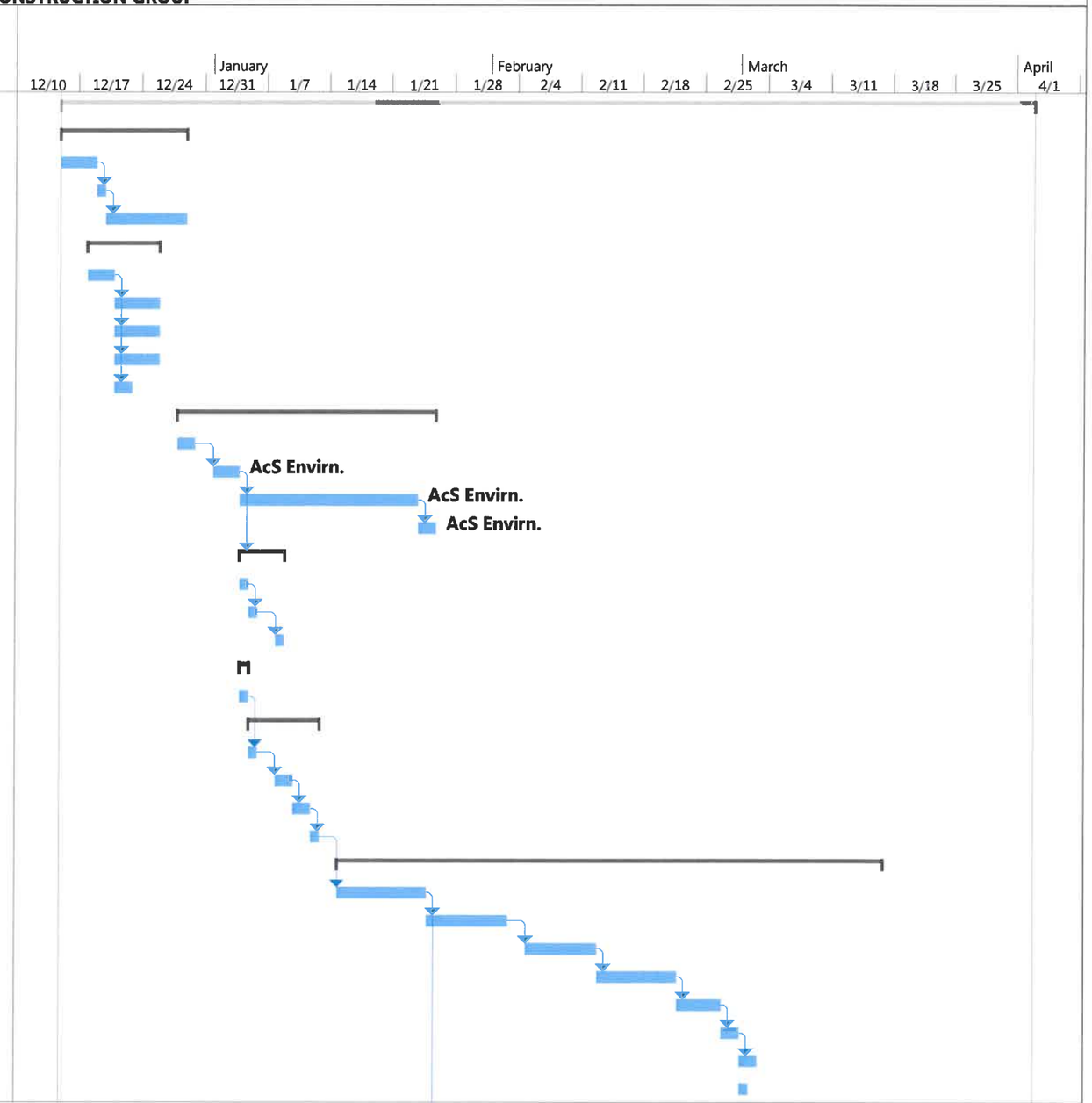
PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

BURKE CONSTRUCTION GROUP

ID	% Work Comp	Task Mode	Task Name	Duration	Start
0	**0%**		**Truman Waterfront Building 103 Demolition**	**77 days**	**Fri 12/15/17**
1	**0%**		**General Conditions**	**10 days**	**Fri 12/15/17**
2	0%		Payment / Performance Bond	2 days	Fri 12/15/17
3	0%		GL Insurance	1 day	Tue 12/19/17
4	0%		Mobilization	7 days	Wed 12/20/17
5	**0%**		**Key West Permits**	**6 days**	**Mon 12/18/17**
6	0%		City Of Key West Application	3 days	Mon 12/18/17
7	0%		Demolition Permit	3 days	Thu 12/21/17
8	0%		FDEP	3 days	Thu 12/21/17
9	0%		NESHAPS	3 days	Thu 12/21/17
10	0%		Geo Technical	2 days	Thu 12/21/17
11	**0%**		**Environmental**	**21 days**	**Thu 12/28/17**
12	0%		Abatement Survey	2 days	Thu 12/28/17
13	0%		TCLP Testing	3 days	Mon 1/1/18
14	0%		EPA Lead Based Paint Removal	14 days	Thu 1/4/18
15	0%		TCLP Testing	2 days	Wed 1/24/18
16	**0%**		**Safety**	**3 days**	**Thu 1/4/18**
17	0%		Temp Fencing	1 day	Thu 1/4/18
18	0%		Signage	1 day	Fri 1/5/18
19	0%		Baricade	1 day	Mon 1/8/18
20	**0%**		**Dust Control**	**1 day**	**Thu 1/4/18**
21	0%		Water Truck / Construction Misters	1 day	Thu 1/4/18
22	**0%**		**Utilities**	**6 days**	**Fri 1/5/18**
23	0%		Utility Markout	1 day	Fri 1/5/18
24	0%		Plumbing Disconnects /Relocations	2 days	Mon 1/8/18
25	0%		Electrical Disconnects / Relocations	2 days	Wed 1/10/18
26	0%		Hydrant Connections	1 day	Fri 1/12/18
27	**0%**		**Division 2 Building Demolition**	**45 days**	**Mon 1/15/18**
28	0%		Cmu Block	8 days	Mon 1/15/18
29	0%		Concrete Columns	7 days	Thu 1/25/18
30	0%		Concrete Beams	6 days	Mon 2/5/18
31	0%		Concrete Roof Slabs	7 days	Tue 2/13/18
32	0%		Concrete Roof Joists	3 days	Thu 2/22/18
33	0%		Interior Concrete Curbing	2 days	Tue 2/27/18
34	0%		Interior Concrete Pads	2 days	Thu 3/1/18
35	0%		Interior Concrete Walls	1 day	Thu 3/1/18

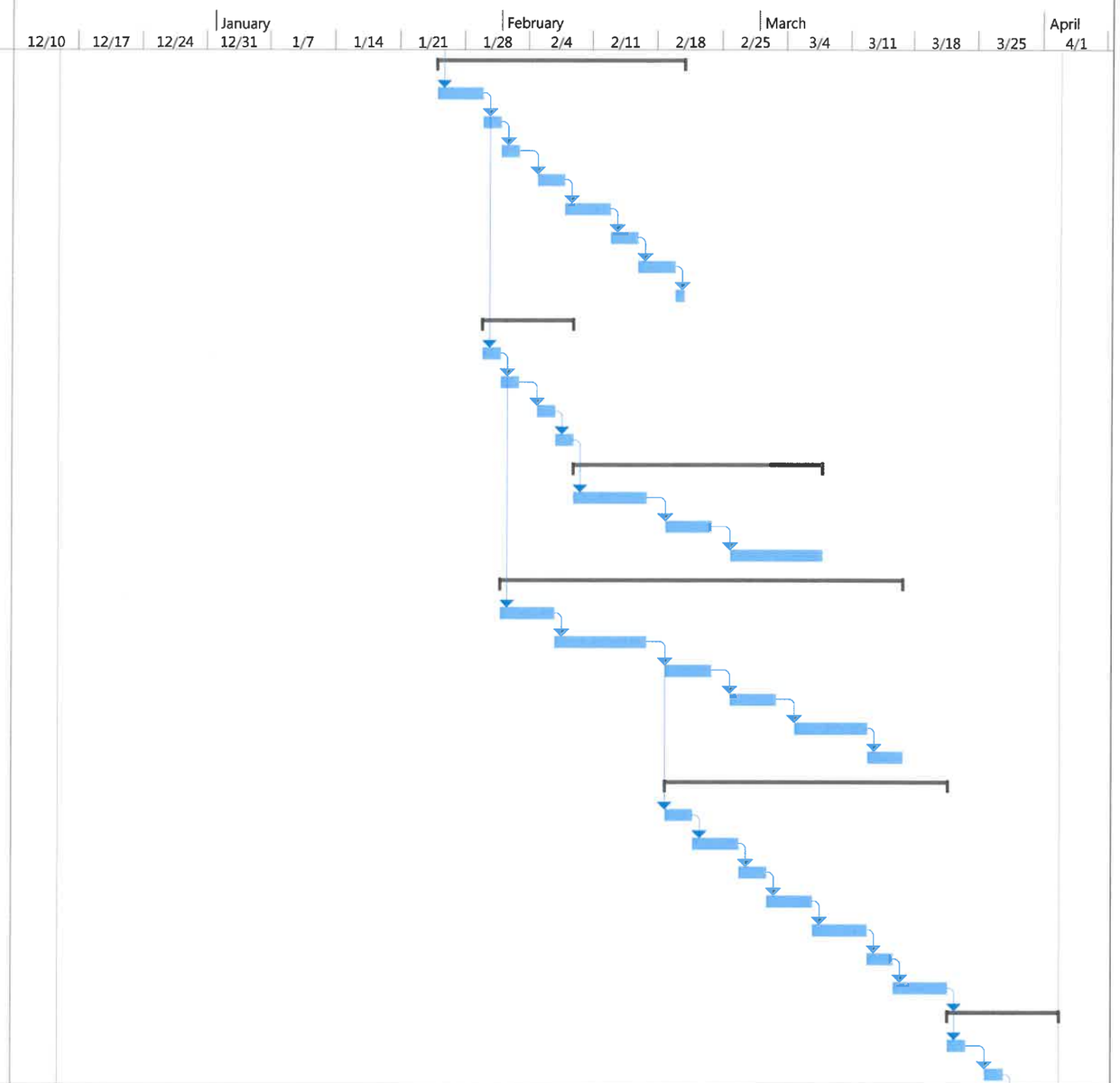


Project: Truman Waterfront Bui
Date: Tue 11/28/17

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

BURKE CONSTRUCTION GROUP

ID	% Work Comp	Task Mode	Task Name	Duration	Start
36	**0%**		**Misc Metals Demolition**	**19 days**	**Thu 1/25/18**
37	0%		Wall Fans	3 days	Thu 1/25/18
38	0%		Metal Door Frames	2 days	Tue 1/30/18
39	0%		Metal Framed Windows	2 days	Thu 2/1/18
40	0%		Crane Rails	3 days	Mon 2/5/18
41	0%		Ibeam Roof Structure W12	3 days	Thu 2/8/18
42	0%		Crane Beam/ End Trucks	3 days	Tue 2/13/18
43	0%		Interior Angle Steel	2 days	Fri 2/16/18
44	0%		Roof Gutters	1 day	Tue 2/20/18
45	**0%**		**Wood / Plastic Demolition**	**8 days**	**Tue 1/30/18**
46	0%		Wood Framed Roof	2 days	Tue 1/30/18
47	0%		Interior Storage Bins	2 days	Thu 2/1/18
48	0%		Paleted Reclaimed Wood Flooring	2 days	Mon 2/5/18
49	0%		Misc Plywood -Window	2 days	Wed 2/7/18
50	**0%**		**Demolition Hauling Fees Local**	**19 days**	**Fri 2/9/18**
51	0%		Hazardous Waste	6 days	Fri 2/9/18
52	0%		Non Hazardous Waste	5 days	Mon 2/19/18
53	0%		Landfill waste Dumpster	8 days	Mon 2/26/18
54	**0%**		**Dumping/Recycling**	**32 days**	**Thu 2/1/18**
55	0%		Hazardous Waste	4 days	Thu 2/1/18
56	0%		Non Hazardous Waste	8 days	Wed 2/7/18
57	0%		Steel Debris to Miami	5 days	Mon 2/19/18
58	0%		Concrete Clean	5 days	Mon 2/26/18
59	0%		Concrete With Steel	6 days	Mon 3/5/18
60	0%		Landfill waste	4 days	Tue 3/13/18
61	**0%**		**Site Prep Work**	**23 days**	**Mon 2/19/18**
62	0%		Site Cleanup	3 days	Mon 2/19/18
63	0%		Material Delivery	3 days	Thu 2/22/18
64	0%		Geo-Textile Fabric	3 days	Tue 2/27/18
65	0%		Stone #57 Trench Infill Fill 80 Yds	3 days	Fri 3/2/18
66	0%		Crushed Lime-Rock Fill Over Slab 260 Yds	4 days	Wed 3/7/18
67	0%		Compaction	3 days	Tue 3/13/18
68	0%		Topsoil Fill Over Slab 260 Yds	4 days	Fri 3/16/18
69	**0%**		**Landscaping**	**8 days**	**Thu 3/22/18**
70	0%		Design	2 days	Thu 3/22/18
71	0%		Sod	2 days	Mon 3/26/18



Project: Truman Waterfront Bui
Date: Tue 11/28/17

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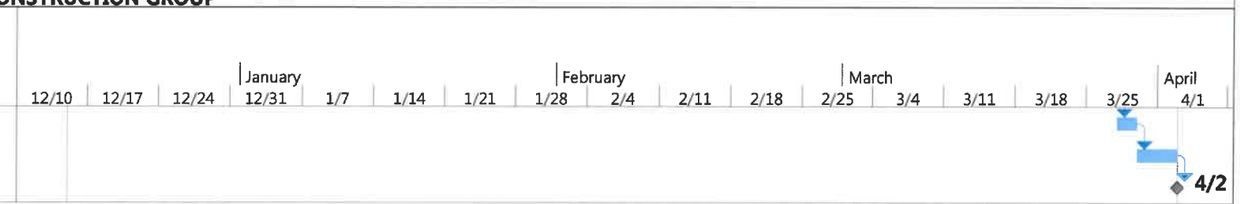
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

BURKE CONSTRUCTION GROUP

ID	% Work Comp	Task Mode	Task Name	Duration	Start
72	0%		Trees	2 days	Wed 3/28/18
73	0%		Irrigation	2 days	Fri 3/30/18
74	0%		**Complete Job**	0 days	Mon 4/2/18



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Date: Tue 11/28/17

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Dade)

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: David Martinez - Burke Construction Group, Inc.

Sworn and subscribed before me this 29th day of November, 2017.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Notary Public State of Florida
Armando Silveira
My Commission GG 036788
Expires 10/06/2020

* * * * * *

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 Demolition of Building 103

2. This sworn statement is submitted by Burke Construction Group, Inc.
(name of entity submitting sworn statement)

whose business address is 10145 NW 19th Street, Doral, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 261205588

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

signing this sworn statement _____

3. My name is David Martinez
(please print name of individual signing)

and my relationship to the entity named above is Vice-President

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

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

PUBLIC ENTITY CRIMES (continued)

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.)

PUBLIC ENTITY CRIMES (continued)

_____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)
November 29th, 2017
(date)

STATE OF Florida

COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David Martinez who, after first being sworn by me, affixed his/her (name of individual signing)

signature in the space provided above on this 29th day of November, 2017.

My commission expires:

_____
NOTARY PUBLIC

Notary Public State of Florida
Armando Silveira
My Commission GG 036788
Expires 10/06/2020

* * * * * *

INDEMNIFICATION

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

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

CONTRACTOR: Burke Construction Group, Inc.

SEAL:

10145 NW 19th Street, Doral, Fl 33172
Address

Signature

David Martinez
Print Name

Vice-President
Title

November 29th, 2017
Date

* * * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Dade)

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

By: David Martinez

Sworn and subscribed before me this

29th day of November, 2017.

NOTARY PUBLIC, State of Florida at Large

Notary Public State of Florida
Armando Silveira
My Commission GG 036788
Expires 10/06/2020

My Commission Expires: 10/6/20

* * * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Dade)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Burke Construction Group, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

(signature)

November 29th, 2017
(date)

Sworn and subscribed before me this

29th Day of November, 2017.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 10/6/20

Notary Public State of Florida
Armando Silveira
My Commission GG 036788
Expires 10/06/2020

* * * * * *

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

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

a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.

b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.

c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name Burke Construction Group, Inc. Phone:

Current Local Address: 1722 N. Roosevelt Blvd., Key West, FL 33040 Fax:
(P.O Box numbers may not be used to establish status)

Length of time at this address: * See Note Below

Date: November 29, 2017
Signature of Authorized Representative

STATE OF Florida COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 29th day of November, 2017.

By David Martinez - Vice President, of Burke Construction Group, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification Personally known to me as identification
(Type of identification)

Signature of Notary

ARMANDO SILVEIRA
Print, Type or Stamp Name of Notary

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

Title or Rank

* * * * * *

* Vendor has maintained an office in Key West for over 5 years and is the process of relocating to the address indicated above with a full staff. However, this is not the principal office as registered with the State of Florida.

Notary Public State of Florida
Armando Silveira
My Commission GG 036788
Expires 10/06/2020