

PROPOSAL

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: BAYVIEW PARK BOYS AND GIRLS CLUB RENOVATION

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

Company Name: 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 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.

PROPOSAL (continued)

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 within 180 calendar days.

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, 4, 5, 6, _____, _____, _____, _____, _____,

(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.

PROPOSAL (continued)**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. Bidders shall include in their lump sum bid the cost to provide Builder's Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

1. BASE BID

1	LS	\$ 771,244.15 (1)
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	Utility Fee Allowance (for FKAA and Keys Energy service fees)	
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1	LS	\$ 26,712.26 (3)
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TOTAL LUMP SUM BASE BID (1) + (2) :	\$ 797,956.41 (4)
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TOTAL LUMP SUM BASE BID:

\$ Seven hundred ninety seven thousand nine hundred fifty six Dollars & forty-one Cents

(4) *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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

Base Bid: Pavilion A (Front pavilion facing Virginia Street), Entrance, and minor utility work to Pavilion B shall be included within the base bid of this project. Work shall include exterior of Pavilion A, interior build out of Pavilion A, Entrance build out, and all utilities throughout Pavilion A. Pavilion B utilities shall be stubbed in for future development along with window/wall infill to fully enclose Pavilion B.

1. An Additive Alternate for the work in Phase II of the drawings – see G0.0.1 for more information: build out of toilet rooms, kitchen area and all associated utility work with this phase.

1	LS	\$ 185,055.50
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2. An Additive Alternate for the work in Phase III of the drawings— see G0.0.1 for more information: multipurpose room, exterior finishes not included in the base bid for Pavilion ‘B’ and all associated utility work with this phase.

1 LS

\$ 49,436.12

3. A Deductive Alternate for de-scoping the majority of the renovation included in this project. These changes will effectively bring the buildings back to usable structures “White Box”. A detailed scope of work will be provided in a subsequent Addendum.

1 LS

\$ <279,640.61>

BASE BID BREAKDOWN BY DIVISION

	Price	Comments
General Conditions	\$ 73,263.94	
Permit Cost and Impact fees	\$ 26,712.26	
Div 02 Existing Conditions	\$ 9,465.97	
Div 03 Concrete	\$ 30,223.82	No SOG in Pavilion B
Div 04 Masonry	\$ 4,757.24	
Div 05 Metals	\$ 1,819.20	
Div 06 Wood, Plastics, and Composites	\$ 46,031.52	
Div 07 Thermal and Moisture Protection	\$ 25,479.66	
Div 08 Openings	\$ 260,395.13	
Div 09 Finishes	\$ 109,954.80	
Div 10 Specialties	\$ 1,050.38	
Div 11 Equipment	\$ -	
Div 12 Furnishings	\$ 1,115.16	
Div 13 Special Construction	\$ -	
Div 14 Conveying Equipment	\$ -	
Div 21 Fire Suppression	\$ 535.63	
Div 22 Plumbing	\$ 14,123.73	
Div 23 (HVAC)	\$ 110,533.50	
Div 25 Integrated Automation	\$ -	
Div 26 Electrical	\$ 82,494.49	
Div 27 Communications	\$ -	
Div 28 Electronic Safety and Security	\$ -	
Div 31 Earthwork	\$ -	
Div 32 Exterior Improvements	\$ -	
Div 33 Utilities	\$ -	Included in Div 22
TOTAL	\$ 797,956.41	

1) Per Note 9 on sheet A2.1.2 Concealed Manual Pull Down Security Gates: \$ 8,540.09
(This is not included in any of the prices i.e. Base Bid, Alternate 1, 2, and 3)
These Pull Down Security Gates are not high impact rated. No specs. In the bid documents.

2) Major clarification needed on the upper windows. Could not figure out "Keynote Text" 1 on A2.1.2 which states: " New clear anodized aluminum window frame with 1/2" insulation board in lieu of glass"
For bidding purposes "High Impact Glass" with NOA's was provided throughout the project.
This is a major cost.

3) Builders Risk Insurance is not included in this proposal. Conflicting specifications.

Additive Alternate #1

	Price	Comments
General Conditions	\$ 2,508.50	
Permit Cost and Impact fees	\$ 6,140.75	
Div 02 Existing Conditions	\$ 3,469.52	
Div 03 Concrete	\$ 9,307.87	No SOG in Gameroom 104
Div 04 Masonry	\$ -	
Div 05 Metals	\$ -	
Div 06 Wood, Plastics, and Composites	\$ 10,252.75	
Div 07 Thermal and Moisture Protection	\$ 3,051.03	
Div 08 Openings	\$ 6,826.49	
Div 09 Finishes	\$ 14,088.93	
Div 10 Specialties	\$ 6,325.40	
Div 11 Equipment	\$ -	
Div 12 Furnishings	\$ 1,043.01	
Div 13 Special Construction	\$ -	
Div 14 Conveying Equipment	\$ -	
Div 21 Fire Suppression	\$ -	
Div 22 Plumbing	\$ 32,914.42	
Div 23 (HVAC)	\$ 67,548.25	
Div 25 Integrated Automation	\$ -	
Div 26 Electrical	\$ 21,578.58	
Div 27 Communications	\$ -	
Div 28 Electronic Safety and Security	\$ -	
Div 31 Earthwork	\$ -	
Div 32 Exterior Improvements	\$ -	
Div 33 Utilities	\$ -	Included in Div 22
TOTAL	\$ 185,055.50	

Additive Alternate #2

	Price	Comments
General Conditions	\$ -	
Permit Cost and Impact fees	\$ 1,228.15	
Div 02 Existing Conditions	\$ 1,734.76	
Div 03 Concrete	\$ 11,188.74	SOG throughout
Div 04 Masonry	\$ -	
Div 05 Metals	\$ -	
Div 06 Wood, Plastics, and Composites	\$ 7,507.83	
Div 07 Thermal and Moisture Protection	\$ 910.67	
Div 08 Openings	\$ 1,282.74	
Div 09 Finishes	\$ 10,860.71	
Div 10 Specialties	\$ -	
Div 11 Equipment	\$ -	
Div 12 Furnishings	\$ -	
Div 13 Special Construction	\$ -	
Div 14 Conveying Equipment	\$ -	
Div 21 Fire Suppression	\$ -	
Div 22 Plumbing	\$ -	
Div 23 (HVAC)	\$ -	
Div 25 Integrated Automation	\$ -	
Div 26 Electrical	\$ 14,722.51	
Div 27 Communications	\$ -	
Div 28 Electronic Safety and Security	\$ -	
Div 31 Earthwork	\$ -	
Div 32 Exterior Improvements	\$ -	
Div 33 Utilities	\$ -	
TOTAL	\$ 49,436.12	

Deductive Alternate #3

	Price	Comments
General Conditions	\$ (21,901.05)	
Permit Cost and Impact fees	\$ (8,351.42)	
Div 02 Existing Conditions	\$ 5,204.29	
Div 03 Concrete	\$ 20,445.78	
Div 04 Masonry	\$ -	
Div 05 Metals	\$ -	
Div 06 Wood, Plastics, and Composites	\$ (43,170.55)	
Div 07 Thermal and Moisture Protection	\$ (20,554.78)	
Div 08 Openings	\$ (29,479.90)	
Div 09 Finishes	\$ (85,424.80)	
Div 10 Specialties	\$ (1,050.38)	
Div 11 Equipment	\$ -	
Div 12 Furnishings	\$ (1,115.16)	
Div 13 Special Construction	\$ -	
Div 14 Conveying Equipment	\$ -	
Div 21 Fire Suppression	\$ -	
Div 22 Plumbing	\$ 9,211.13	
Div 23 (HVAC)	\$ (46,669.70)	
Div 25 Integrated Automation	\$ -	
Div 26 Electrical	\$ (56,784.07)	
Div 27 Communications	\$ -	
Div 28 Electronic Safety and Security	\$ -	
Div 31 Earthwork	\$ -	
Div 32 Exterior Improvements	\$ -	
Div 33 Utilities	\$ -	Included in Div 22
TOTAL	\$ (279,640.61)	

PROPOSAL (continued)

The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment.

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. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

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 suppliers invoice plus 10 %.

List items to be performed by CONTRACTOR's own forces and the estimated percent of the Total Lump Sum Base Bid.

General Conditions	11%	
Div. 02	1%	
Div. 03	4%	
Div. 05	.25%	
Div. 06	6%	
Div. 07	.4%	
Div. 08	2%	
Div. 09	7%	
Div. 10, 12, 21	.5%	
Div. 26	11%	

PROPOSAL (continued)**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:

Atlantic Plumbing of the Keys

Name			
Plumbing		4%	
Trade		Percent of Total Base Bid	
5585 Second Ave., Unit 1		Key West	FL 33040
Street	City	State	Zip

Bob Hilson & Company

Name			
Roofing		.02%	
Trade		Percent of Total Base Bid	
599 W Mowry Drive	Homestead	FL	33030
Street	City	State	Zip

Protection Plus

Name			
Fire Alarm		.01%	
Trade		Percent of Total Base Bid	
520 Southard Street	Key West	FL	33040
Street	City	State	Zip

Professional Plastering, Inc.

Name			
Stucco, GWB		7%	
Trade		Percent of Total Base Bid	
5409 Overseas Highway	Marathon	FL	33050
Street	City	State	Zip

Painter Dave, Inc.

Name			
Painting		3%	
Trade		Percent of Total Base Bid	
P O Box 420262	Summerland Key	FL	33042
Street	City	State	Zip

Please see additional subcontractors attached on the continuation sheet.

PROPOSAL (continued)**SUBCONTRACTORS - Continued**

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:

T. E. M. Environmental & Mechanical Services Corp.

Name			
HVAC		9%	
Trade		Percent of Total Base Bid	
3210 Flagler Avenue	Key West	FL	33040
Street	City	State	Zip

Ace Aluminum & Glass Corp

Name			
Windows and Exterior Doors		34%	
Trade		Percent of Total Base Bid	
7747 SW 86 Street, D-412	Miami	FL	33143
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

PROPOSAL (continued)**SURETY**

Nielson, Hoover & Company, Inc. _____ whose address is

8000 Governors Sq. Blvd. Suite 101 _____, Miami Lakes _____, FL _____, 33016
 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:

Christian Brisson, as Director, President, Secretary _____

PROPOSAL (continued)If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 23 day of August 2017.

(SEAL)

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

Name of Corporation

By 

Title Christian Brisson, as President

Attest 

Christian Brisson, as Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years. List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers on attached sheet.

Please see attached list of projects.

FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT: \$ 5% of Bid

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

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

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

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

in the State of Connecticut,

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

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five Percent of Amount Bid
 DOLLARS (\$ 5% of Amount Bid)

for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for BAYVIEW PARK BOYS AND GIRLS CLUB RENNOVATION, said Bid Proposal, by reference thereto, being hereby made a part hereof.

FLORIDA BID BOND (continued)

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:

BAYVIEW PARK BOYS AND GIRLS CLUB RENNOVATION

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 23rd day of August, 2017.

PRINCIPAL

Pedro Falcon Contractors, Inc.

By


Christian Brisson, as President

Travelers Casualty and Surety Company of America
SURETY

By


Attorney-In-Fact Charles J. Nielson

STATE OF FLORIDA)
) : SS
COUNTY OF MONROE)



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 232256

Certificate No. 007256820

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, David R. Hoover, Gicelle Pajon, Olga Iglesias, Kristi Messel, Shawn A. Burton, Ian A. Nipper, Joseph P. Nielson, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of June, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 7th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of August, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

FLORIDA BID BOND (continued)

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: Pedro Falcon Contractors, Inc.

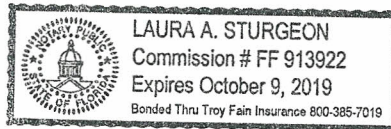
Christian Brisson, as President

Sworn and subscribed before me this 23 day of August, 2017.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

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: Pedro Falcon Contractors, Inc.



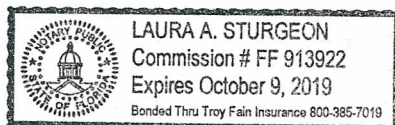
Christian Brisson, as President

Sworn and subscribed before me this 23 day of August, 2017.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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

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

1. This sworn statement is submitted with Bid or Proposal for ITB Nol 17-021, Bayview
Park Boys and Girls Club Renovation
2. This sworn statement is submitted by Pedro Falcon Contractors, Inc.
(name of entity submitting sworn statement)

whose business address is 31160 Avenue C, Big Pine Key, FL 33043

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2550231

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)
3. My name is Christian Brisson
(please print name of individual signing)

and my relationship to the entity named above is Director, President, Secretary
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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).

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

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

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

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

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)

August 23, 2017

(date)

STATE OF FLORIDA

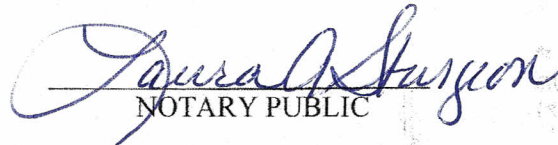
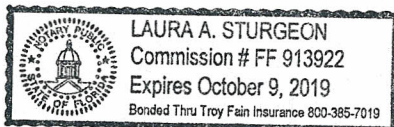
COUNTY OF MONROE

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 23 day of August, 2017.

My commission expires:


NOTARY PUBLIC

* * * * *

INDEMNIFICATION

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


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

CONTRACTOR: Pedro Falcon Contractors, Inc

SEAL:

31160 Avenue C
Big Pine Key, FL 33043

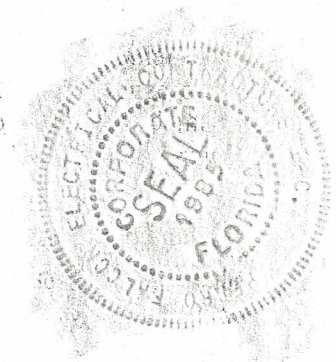
Address


Signature

Christian Brisson
Print Name

as President
Title

August 23, 2017
Date



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:

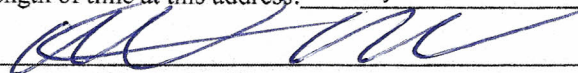
- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately 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 Pedro Falcon Contractors, Inc. Phone: 305.872.2200

Current Local Address: 31160 Ave. C, Big Pine Key, FL 33043 Fax: 305.872.2219
(P.O Box numbers may not be used to establish status)

Length of time at this address: 22+ years

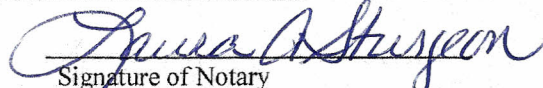
 Date: August 23, 2017
Signature of Authorized Representative

STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 23 day of August, 2017.

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

or has produced identification Personally Known as identification
(Type of identification)


Signature of Notary

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

Print, Type or Stamp Name of Notary


Title or Rank



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

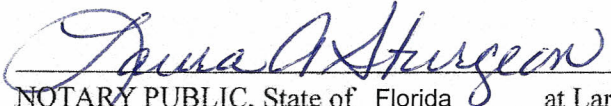
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: 
Christian Brisson, as President

Sworn and subscribed before me this

23 day of August, 2017.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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



(signature) Christian Brisson, as President

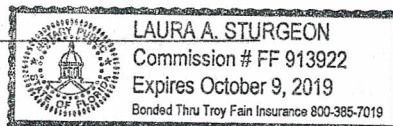
August 23, 2017
(date)

Sworn and subscribed before me this

23 Day of August, 2017.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



* * * * *

BIDDER'S CHECKLIST

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

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

* * * * *



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

BOYS AND GIRLS CLUB BAYVIEW PARK RENOVATION: ITB 17-021

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 Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Attached with this Addendum is Plan Set Revision 1 and a revised bidder's check list. See number 11 below for details on the Plan Set Revision.

- 1) Page 3 of the ITB states "Deadline for inquiries August 14, 2017." Page 7 states "...Bidder should request...in writing (at least 10 working days prior to bid opening)", which would make the deadline August 09, 2017. Please clarify the deadline for RFI's.
 - a. **Response: The updated deadline for inquiries will remain August 14, 2017, five (5) days after the Mandatory Pre-Bid Meeting. The final addenda publishing will remain August 16, 2017.**
- 2) Page 6 of the ITB States "Please submit one (1) original and (2) two flash drives...". Bidder's Checklist (Page 31, Item 11) states "...1 original and 1 flash drive. How many flash drives need to be submitted?"
 - a. **Response: Submit (1) original and (2) flash drives. Refer to attached BIDDER'S CHECKLIST - REVISED.**
- 3) Bidder's Checklist, Page 31, Item Number 11 states: "Bid submitted intact with the volume entitled " Bidding Requirement" and " Contract Forms"...". If we are required to submit Part 2, Contract Forms Conditions of the Contract...What is the contractor required to complete and execute in Part 2, Contract Forms?
 - a. **Response: Delete Item Number 11 in its entirety and replace with attached BIDDER'S CHECKLIST - REVISED:**
- 4) Technical Specifications provided in Part 4 of the Project Manual (see Section 01100 Part 1, 1.3 C, and Part 2, 1.1 D & E) makes reference to "local mall management", "stores", and "existing loading dock and freight elevator". Please clarify.
 - a. **Response: Delete Specification Section 01100 in its entirety.**
- 5) Although the Drawings Index shows Sheets A0.1.1, 1.2, 1.3, 1.4, and 1.5 to be Specifications, those Sheets are missing from the Bid Set of Drawings. Can these Drawings be provided?
 - a. **Response: Delete reference to Sheets A0.1.1, 1.2, 1.3, 1.4, and 1.5 on G.0.01. Refer to Part 4 (Technical Specifications) of the Contract Documents.**

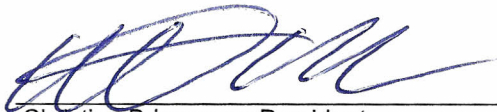
- 6) *Sheet A2.1.1 Keynote Legend, Key Value #5 states "New concrete by County. Finish elevation at 7'-0" typical throughout entire space of building." Is this accurate or not? Either way, please clarify to provide additional information.*
- a. **Response: Delete Key Note #5 Plan Page A2.1.1. Contractor shall provide labor, materials and equipment as necessary to construct new concrete floor at specified finished elevation.**
- 7) *Related to Question 14 above: Sheet A3.2.2, detail 2 shows "New Concrete Floor by Others". Please clarify.*
- a. **See response for number 6**
- 8) *Sheet A3.2.2, Detail 5 states "Hot Water Tank to be relocated". Sheet P3.1.1 specifies a new water heater. Is an existing hot water heater to be relocated, or is a new one to be installed?*
- a. **Response: Contractor shall remove and dispose of existing hot water heater and install new per Sheet 3.1.1.**
- 9) *Lighting Fixture Schedule at Sheet E2.2.1 shows Type B (Decorative Pendant) as "Furnished by Owner". Sheet A2.2.1 Lighting Fixture Schedule shows the same fixture as "Owner Choice". Is Light Fixture Type B to be provided by Owner and installed by Contractor?*
- a. **Response: Yes**
- 10) *Is there a budget for this project?*
- a. **Response: The Architect of Record provided a construction cost estimate of \$475,000 - \$525,000.**
- 11) *Drawing Revisions: Replace all of the following drawings with the new drawing of the same number*
- a. **Replace Drawing Cover Sheet G0.0.1**
 - i. **Added Phase Plan**
 - b. **Replace First Floor Demolition Plan AD2.1.1**
 - i. **Added Key Note 11**
 - c. **Replace Existing Site Plan AE1.1.1**
 - i. **Added clouded landscape preservation area**
 - d. **Replace First Floor Plan A2.1.1**
 - i. **Added Key Notes 12-14 and replace Key Note 5**
 - e. **Replace Second Floor Plan A2.1.2**
 - i. **Added Key Note 9**
 - f. **Replace First Floor Reflected Ceiling Plan A2.2.1**
 - i. **See clouded area for various RCP changes**
 - g. **Replace Building Section Page A3.2.2**
 - i. **See clouded area for additions to the Contractor's responsibilities**
 - h. **Replace Door and Finish Schedule Page A6.2.1**
 - i. **See change to the door schedule**
 - i. **Replace Mechanical Plan M2.1.1**
 - i. **See clouded area for miscellaneous Mechanical changes**
 - j. **Replace Mechanical Schedule Page M4.1.1**
 - i. **See changes in exhaust fan schedule**

- k. Replace Plumbing Plans and Risers Page P2.1.1
 - i. See clouded area for miscellaneous Plumbing changes
- l. Replace Power Plans Page E2.1.1
 - i. See clouded area for miscellaneous Power Plan changes
- m. Replace Lighting Plans Page E2.2.1
 - i. See clouded area for additions to the Contractor's responsibilities

12) *Specification Revisions: The following are specification clarifications as part of the Addendum 1*

- a. **Specification Section 09911**
 - i. **1.8 Exterior Latex Pants**
 - 1. **A. Per Drawings**

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


BOYS AND GIRLS CLUB BAYVIEW PARK RENOVATION: ITB 17-021

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 Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Attached with this Addendum is the UPDATED Invitation to Bid Documents with corrected Proposal/Bond/Contract Dates, changes to the Additive/Deductive Alternates section and changes in the experience requirements.

1. Page 17 of the Invitation to Bid Documents (Proposal), delete numbers 6 and 7 in their entirety and replace with:
 - a. An Add alternate for the work in Phase II of the drawings – see G0.0.1 for more information: build out of toilet rooms, kitchen area and all associated utility work with this phase.
 - b. An Add alternate for the work in Phase III of the drawings– see G0.0.1 for more information: multipurpose room, exterior finishes not included in the base bid for Pavilion 'B' and all associated utility work with this phase.
2. Delete in its entirety, the second paragraph of section 6 subsection C (Special Bidding Requirements) and replace with:
 - a. The Bidder shall submit with an experience record with the Bid showing his experience and expertise in general Contracting. Such experience record shall provide at least five current or recent projects of similar work within the State Florida and preferably Monroe County. For each project the following information shall be provided:

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 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

BOYS AND GIRLS CLUB BAYVIEW PARK RENOVATION: ITB 17-021

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 Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

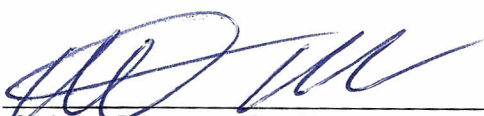
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1. Page 17 of the Invitation to Bid Documents (Proposal), delete numbers 6 and 7 in their entirety and replace with:
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 - b. An Add alternate for the work in Phase III of the drawings– see G0.0.1 for more information: multipurpose room, exterior finishes not included in the base bid for Pavilion 'B' and all associated utility work with this phase.
2. Delete in its entirety, the second paragraph of section 6 subsection C (Special Bidding Requirements) and replace with:
 - a. The Bidder shall submit with an experience record with the Bid showing his experience and expertise in general Contracting. Such experience record shall provide at least five current or recent projects of similar work within the State Florida and preferably Monroe County. For each project the following information shall be provided:

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

REVISED

8:48 am, Aug 10, 2017


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

BOYS AND GIRLS CLUB BAYVIEW PARK RENOVATION: ITB 17-021

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 Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Included in this Addendum are the UPDATED changes to the Additive/Deductive Alternates section. There will be a subsequent Addendum adding the scope of work for a Deductive Alternate "White Boxing" the structures and will be issued as soon as they are provided to the City by the AOR.

- 1. Delete in its entirety Additive Alternates 1-5, leaving Additive Alternates 6, 7 and Deductive Alternate 8 (White Box) as the only 3 Alternates. If more alternates become needed they will be issued no later than August 16, 2017. See attached sample of pages 4-5 of 9 of the Proposal section of the Bid Documents (please note the updated numbering).**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "C. Brisson", is written over a horizontal line.

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. 4

BOYS AND GIRLS CLUB BAYVIEW PARK RENOVATION: ITB 17-021

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 Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Included in this Addendum is the Scope of Work discussed in Addendum 3 to "White Box" the structure.

1. As a supplement, please add this Scope of Work to Deductive Alternate 3:
 - a. Stub in and cap off above new floor slab all in ground plumbing for plumbing fixtures
 - b. New electrical service and panels per location shown on A2.1.1
 - c. New concrete slab elevated to elevation 7'-0" NGVD 1929
 - d. New concrete sidewalk work in front of door 109 and door 117
 - e. Removal of louvers within exterior walls and replace as required per plans A2.1.1 (See notes 3 and 7)
 - f. G.C. to perform note #4 on sheet A2.1.1.
 - g. Exterior wall doors and associated walls as required:
 - h. Door #'s: 100, 108, 109, 110, 117
 - i. G.C. to provide minimum of two condensing units and two air handler units to provide only service air conditioning requirements. One condensing unit and one air handler unit per building. Entrance area to be serviced by "Building A" air handler.
 - j. All windows within window schedule to fully enclose building shell
 - k. Patch and repair concrete at base of opening as required
 - l. Install and secure per manufacturer requirements service wall extension to underside of roof truss. See note #5 on sheet A2.1.2
 - m. Install ceiling within exterior public service area. See note #6 on A2.2.1
 - n. Egress and exit lighting as required

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "Christian Brisson", is written over a horizontal line.

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

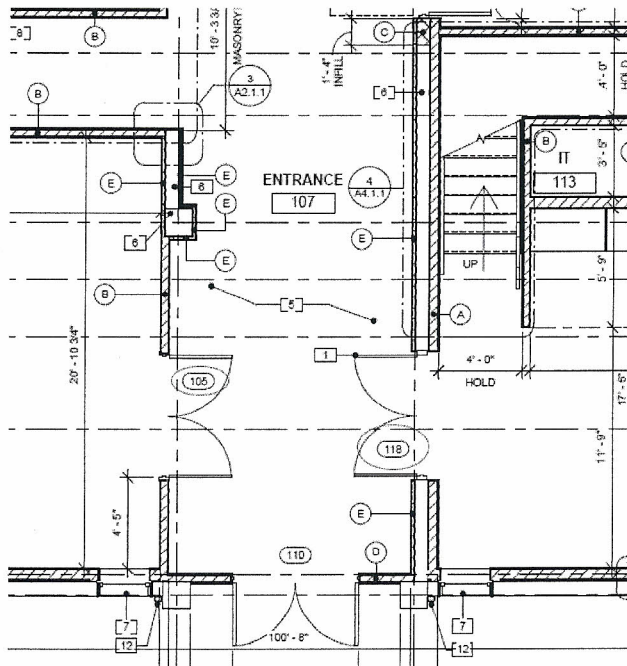
ADDENDUM NO. 5

BOYS AND GIRLS CLUB BAYVIEW PARK RENOVATION: ITB 17-021

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 Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Included in the Addendum are answers to various Requests for Interpretations.

1. Please clarify door numbers 105 and 118. The door schedule indicates these to be exterior impact rated metal doors and they are shown as interior.
 - a. Even though the Door Schedule on page A6.2.1 is listing the doors as interior they open in to the breezeway and still need to be exterior doors.



2. The Door Schedule and specs indicate 3 different types of wood doors. Please advise which type of door to include with pricing.
 - a. It is the City's intent to provide the end user (B&G Club) with the most aesthetically pleasing along with a product that is easily maintainable. Unfortunately, budget constraints limit our ability to truly provide the perfect product relative to its intended use. That said, please provide pricing for the interior wood doors that will meet or exceed the AOR's intended specifications. See minimum standard below.

SECTION 08211 - FLUSH WOOD DOORS

1.1 QUALITY ASSURANCE

A. Quality Standard: AWI.

1. AWI Quality Certification Labels or an AWI letter of licensing for doors.
- B. Fire-Rated Wood Doors: Positive pressure testing.

1.2 DOOR CONSTRUCTION, GENERAL

- A. Low-Emitting Materials: Made with adhesives and composite wood products that do not contain urea formaldehyde.

B. WDMA I.S.1-A Performance Grade:

1. Heavy Duty unless otherwise indicated.

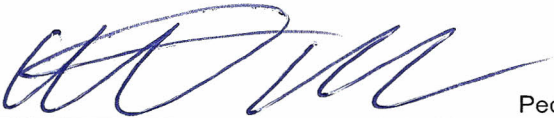
3. Hardware is not specified in Door Schedule nor Technical Specification. Can we assume medium commercial use? Kickplates at all doors with closers. Include panic hardware where required?

- a. On plans page A6.2.1 under the General Door Notes note 4. States that "all door hardware shall be lever type or panic hardware...." but you are correct to assume medium commercial use. Doors 100, 108, 109, 110 and 117 do call out for panic hardware ref: NOA 16-0329.04 Commercial Set. Not unlike the previous question referenced in this addendum, as long as the hardware meets or exceeds the intent of the AOR will be acceptable.

4. Confirm toilet partitions are to be furnished and installed by others as noted on Sheet A4.1.1

- a. In regards to the toilet partitions note on A4.1.1, G.C. is to install toilet partitions that are ordered by a premanufactured company. These partitions are not to be built but instead only installed by the G.C.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 5 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. 6

BOYS AND GIRLS CLUB BAYVIEW PARK RENOVATION: ITB 17-021

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 Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Included with this Addendum is the revision to the minimum design pressure requirements for the windows. This will be the final Addendum issued for this project. As a reminder, all of the Addendums (6) need to be executed and remitted with the formal proposal.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 6 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "Christian Brisson", is written over a horizontal line.

Christian Brisson, as President

Signature

Pedro Falcon Contractors, Inc.

Name of Business

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PEDRO FALCON ELECTRICAL (CGC) CtlNbr:0017630
Location Addr 31160 AVE C
Lic NBR/Class 17-00021608 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 30, 2016 Expiration Date: September 30, 2017
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL CONTRA

PEDRO FALCON ELECTRICAL (CGC)
31160 AVE C

BIG PINE KEY FL 33043

Oper: KEYWELD Type: OC Drawer: 1
Date: 8/31/16 54 Receipt no: 27876
2017 21608
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3091008
CK CHECK 42873 \$325.00
Trans date: 8/31/16 Time: 7:34:22

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PEDRO FALCON ELECTRICAL (ELE) CtlNbr:0004028
Location Addr 31160 AVE C FALCON BLDG
Lic NBR/Class 17-00004033 CONTRACTOR - CERT ELECTRICAL
Issue Date: August 30, 2016 Expiration Date: September 30, 2017
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

PEDRON FALCON ELECTRICAL CONTR

PEDRO FALCON ELECTRICAL (ELE)
31160 AVENUE C

BIG PINE KEY FL 33043

Oper: KEYWELD Type: OC Drawer: 1
Date: 8/31/16 54 Receipt no: 27877
2017 4033
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3091009
CK CHECK 42874 \$325.00
Trans date: 8/31/16 Time: 7:34:51

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Island City

Business Name PEDRO FALCON ELECTRICAL (CGC) CtlNbr:0017630
Location Addr 31160 AVE C
Lic NBR/Class 16-00021608 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: September 15, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL CONTRA

PEDRO FALCON ELECTRICAL (CGC)
31160 AVE C

BIG PINE KEY FL 33043

Oper: KEYWBLD Type: OC Drawer: 1
Date: 9/22/15 55 Receipt no: 38303
2016 21608
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3067796
CK CHECK 41385 \$325.00
Trans date: 9/22/15 Time: 11:24:52

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Island City

Business Name PEDRO FALCON ELECTRICAL CONTR CtlNbr:0004028
Location Addr 31160 AVE C FALCON BLDG
Lic NBR/Class 16-00004033 CONTRACTOR - CERT ELECTRICAL
Issue Date: September 15, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

PEDRON FALCON ELECTRICAL CONTR

PEDRO FALCON ELECTRICAL CONTR
31160 AVENUE C

BIG PINE KEY FL 33043

Oper: KEYWBLD Type: OC Drawer: 1
Date: 9/22/15 55 Receipt no: 38305
2016 4033
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3067797
CK CHECK 41386 \$325.00
Trans date: 9/22/15 Time: 11:25:17

**2016 / 2017
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2017**

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 103-15-00006676 08/29/2016 25.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2017

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/CG

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 103-15-00006676 08/29/2016 25.00



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

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

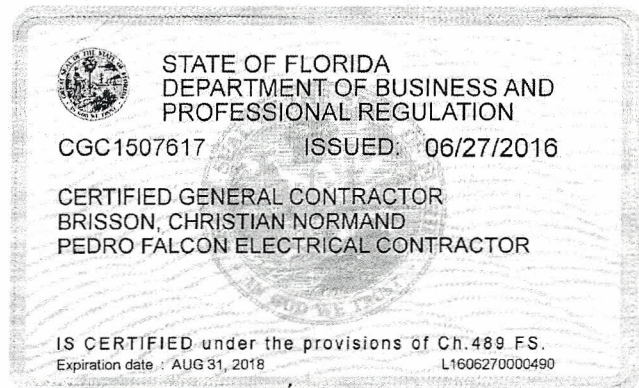
(850) 487-1395

**BRISSON, CHRISTIAN NORMAND
PEDRO FALCON ELECTRICAL CONTRACTORS INC
653 BLACK BEARD RD
LITTLE TORCH KEY FL 33042**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGC1507617

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

**BRISSON, CHRISTIAN NORMAND
PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 AVENUE C
BIG PINE KEY FL 33043**



ISSUED: 06/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606270000490



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

RECEIVED

JUL 18 2016

PFEC

ALLSBROOK, ROBERT DAVID
PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 AVENUE C
BIG PINE KEY FL 33043

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

EC13003416

ISSUED: 07/10/2016

CERTIFIED ELECTRICAL CONTRACTOR
ALLSBROOK, ROBERT DAVID
PEDRO FALCON ELECTRICAL CONTRACTOR

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607100001841

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER

EC13003416

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

ALLSBROOK, ROBERT DAVID
PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 AVENUE C
BIG PINE KEY FL 33043



ISSUED: 07/10/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607100001841



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2017

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 1020 N. Orlando Avenue Suite #200 Maitland FL 32751	CONTACT NAME: Angie Desormeaux	FAX (A/C, No): 407-628-1635	
	PHONE (A/C, No, Ext): 407-647-1616	E-MAIL ADDRESS: Certificates@bmbinc.com	
INSURED PEDROFALCO Pedro Falcon Electrical Contractors, Inc. 31160 Avenue C Big Pine Key FL 33043-4516	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Amerisure Insurance Company		19488
	INSURER B: Amerisure Mutual Insurance Company		23396
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 183010816 **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
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL2092941	11/2/2016	11/2/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA2092939	11/2/2016	11/2/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		CU2092942	11/2/2016	11/2/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2094526	11/2/2016	11/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

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

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability, Auto Liability and Umbrella Liability as afforded by the policy and/or endorsements.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Key West
P O Box 1409
Key West FL 33041

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

**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**

When required by written contract, a Waiver of Subrogation, with respect to the General Liability, Auto Liability and Worker's Compensation is granted 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.

Project Reference: Bid: ITB #17-021 Bayview Pk Boys & Girls Club Renovation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CL2092941	Agency Number 0845507	Policy Effective Date 11/2/2016
Policy Expiration Date 11/2/2017	Date 10/31/2016	Account Number 11228245
Named Insured Pedro Falcon Electrical Contractors, Inc.	Agency BMB of Florida, LLC	Issuing Company Amerisure Insurance Co.

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
 - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph **2.a.** above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
City of Marathon	Utility & Public Works Maintenance Facility Bldg.	Design/Build new 10,000 SF pre-engineered steel building from ground up to finished product.	\$1,994,484.00	2016	Owner Rep: Carlos A. Solis 9805 Overseas Highway, Marathon, FL 33050 305-289-5008 Architect/Engineer: Phil Baldamenti K2M 1001 Whitehead St., Key West, FL 305-292-7722
City of Key West, Fleming Key NAS	Pre-Engineered Steel Building & Foundation	Design/Build "S" style pre-engineered building (Quonset Hut) including foundations, doors/windows.	\$167,509.00	2016	John Paul Castor, Utilities Director, City of Key West 305-809-8867 jcastro@cityofkeywest-fl.gov
City of Key West	Mallory Square Bathrooms Improvements	Replace bathroom fixtures, doors, dispensers, electric hand dryers, janitor's sink, interior water and sewer piping and valves, exterior doors, new attic vent fan, cleaning & painting, and window screens.	\$151,412.00	2016	Janet Muccino Project Manager City of Key West Engineering 305-809-3867 jmuccino@cityofkeywest-fl.gov
City of Key West	Sexton House City of Key West Cemetery	Occupied building. Historical burial ground. 1000 SF slab on grade, concrete masonry, roof, high impact windows, flooring, MEP, stucco exterior, high end finishing, hardwood flooring, crown molding, chair rails, outdoor decorated columns. Has an office, family room, and tourist area.	\$445,222.00	2015	Devon Steckly Sr. Project Manager City of Key West Engineering 305-809-3747 Architect: Michael Miller 517 Duval St., Key West, FL 305-294-7687
City of Key West, Fleming Key NAS	Repair of the Administration Bldg. Roof at Richard A. Heyman Environmental Protection Facility	Roof repair including demolition of existing roof systems, roof membrane, walk pad, metal flashing installation, removal and re-install lightning protections, ladders.	\$274,570.00	2015	ch2m hill, 6410 5th Street, Suite 2-A, Key West, FL 33040, 305.432.9124 John Paul Castro, Utilities Director, City of Key West 305-809-8867 jcastro@cityofkeywest-fl.gov
State of FL Dept. of Mgmt. Services, Div of Real Estate Development and Mgmt.	Monroe County Regional Service Center - Florida Department of Management Services, Drug Testing Room	Construction of Drug Testing Room: demo carpet, new wall framing, painted existed black window, sound attenuation blanker, gypsum, ceramic floor and wall tile, paint, Division 10 rehab, HVAC, electrical, and plumbing.	\$33,728.00	2015	Scott Cannard, DMS, Bldg. Construction, Div of RE Dev, 4050 Explanade Way, 320.3x, Tallahassee, FL 32399 850-488-1817
City of Marathon	Marathon City Hall	New 15,000 SF City Hall Building	\$4,376,514.00	2014	Carlos A. Solis 9805 Overseas Hwy., Marathon, FL 33050 phone: 305-289-5008

Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
Department of the Air Force	Renovate B723 for New Mission	Pressure wash doors and frames, paint. Demo VCT, carpet, base, ceiling tiles, corner guards, patch holes, clean and grout existing toilets, demo walls, remove wallpaper, prep window. Site demo: remove bushes and palm trees, loading dock bumpers and angles, controls, sidewalk ramp, railings, pavement, gravel, curbing and stairs. New ramp at loading dock. Overhead doors, laminate cabinets and drawers, toilet partitions, new doors. New VCT, wall base, carpet tiles, epoxy floor epoxy bas, ceiling tiles drywall, tile shower, painting, bathroom accessories, microwave, refrigerator, plumbing, HVAC, electrical, communications, electronic safety and security and earthwork.	\$303,320.00	2014	Sgt Brandon M. Carey 813-828-2837 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
JIATF South, Key West, FL	JIATF Scif, Bldg. 290, Room 123, Hurricane Wilma Repairs	Design/Build electrical for secured building. Includes ground of metallic piping penetrations. Lighting, recessed LED light fixtures, power, and UPS devices	\$964,571.00	2014	305.293.5385 Contracting Div-Attn J4, P O Box 9051 Key West 33040-9051
Department of the Air Force, MacDill Air Force Base, Tampa FL	Correct CNS Commercial Power Feed	D/B. Repair existing overhead electrical distribution by relocating overhead lines to a below grade electrical distribution system. Contaminated soil excavated and managed. Install street and parking lot lighting systems. Includes curbing and sidewalk repair, sod, directional boring under pavement, and traffic maintenance. Electrical includes grounding, medium voltage conductors, conduit, cable fault indicators, switch gear mounted on concrete pad. Pad mounted re-closers, capacitors banks, and load analysis.	\$1,497,668.00	2014	2610 2610 Joseph Borello 813-828-7421 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Monroe County Board of County Commissioners	Marathon Airport Customs Facility, Guardian Ad Litem	Renovation to an existing airport terminal to include Federal Customs Facility. Project included selective demolition, insulation, gypsum, resilient flooring, division 10, plumbing, security systems, toilet compartments, concrete/masonry, doors/frames/hardware, stucco, terrazzo flooring, furniture, HVAC, CCTV, detention equipment, misc. metals, aluminum storefronts, tiling, fluid applied floor, window shades, electrical, signage, access control/duress, architecture casework, glazing, acoustical ceilings, painting, fire suppression, communications, and fire alarm.	\$1,091,403.00	2014	Ann Riger/Kevin Wilson 500 Whitehead Street, Key West, FL 33040 305.292.4416

Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
State of Florida, Dept. of Environmental Protection	Bahia Honda State Park-Admin. Bldg. Concrete Deck Repair	Remove existing hollow core roof deck & replace with new structure. Install roof and railings above and lighting and power in the room. Protect existing furniture/counter under roof demo. Rebar, new slab, CMU columns, stucco columns, install aluminum railings, painting, lights with battery pack.	\$87,436.00	2014	Patrick Vicknair 3900 Commonwealth Blvd. MS #520 Tallahassee, FL 32399 patrick.m.vicknair@dep.state.fl.us 772-546-0900
United States Navy, Boca Chica NAS, Key West	P678 Aircraft Crash Rescue & Fire Headquarters	Complete electrical for new Aircraft Crash Rescue and Fire Headquarters including demo, interior and exterior lighting systems, generator system, underground distribution, mass notification communication system, and fire detection systems.	\$1,279,533.00	2014	GC: John Drace P O Box 1797, Gulfport, MS 39502 228.244.0100 Engineer: NAVFAC Southeast, IPT South Atlantic, Bldg 135 P O Box 30, NAS Jacksonville, Jacksonville, FL 32212-0030
Monroe County Board of County Commissioners	ADA Compliance Segment #4	ADA Compliance on 9 occupied facilities in the Middle and Lower Keys. Work includes, doors, bathrooms, counters, baby changing stations, signage, elevators, detention center, drinking fountains, re-design etc.	\$300,400.00	2013	Jerry Barnett 500 Whitehead Street, Key West, FL 33040 phone: 305.292.4416
Department of the Air Force, MacDill AFB, Tampa, FL	Install CENTCOM Shredder Exhaust System	D/B. Sensitive, high security occupied area. Install shredder exhaust system. Erosion protection, maintenance of traffic, remove and dispose of curbing and concrete slabs. Design new slab area to include equipment access road, ramp and pad. New concrete curbing, sod and landscaping. Install a completely integrated and operational vacuum exhaust and auger compactor system. Electrical.	\$319,586.00	2013	David M. Poppe 813.828.1187 david.poppe@us.af.mil 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
General Services Administration	US Navy 9th Floor Renovations, Phase II, Electronics Lab	D/B 9th Floor Electronics Lab, demo, security, drywall, mechanical, electrical painting, HVAC modifications, fire sprinkler, telecommunications.	\$552,060.00	2012	Sue Kaiser 561-820-8165 GSA REDC Acquisition Division 4PQPA, 701 Clematis, #125, West Palm Beach, FL 33401
General Services Administration	USAF 7th Floor Upgrades	Secured Bldgs. Occupied. Interior build-out of office space and renovations to the existing 7th floor. Work includes demolition, patch and repair, walls, ceiling, 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.	\$2,993,383.00	2012	Sue Kaiser 561-820-8165 GSA REDC Acquisition Division 4PQPA, 701 Clematis, #125, West Palm Beach, FL 33401

Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
Department of the Air Force, MacDill AFB, Tampa, FL	Repair Child Development Center Campus	Specialist for design, including certifications for rubber surfacing. Install erosion and storm water protection, remove and dispose of fencing, sidewalks, play structures, storage sheds and foundations, play surfaces, backflow preventer and drainage structures. Install temporary fencing. Install new fencing/sages, sidewalks, relocate and install new water valve, including pressure testing, hard piping below grade, irrigation systems, stormwater underdrain drainage systems, playground equipment for pre-toddler, furnish and install the equipment for the pre-school garden area, construct deck area and stage area with aluminum pergola structure. Compact grades and install reinforced concrete sidewalks, and sitting area with decorative concrete paving. Install tree cookie patio, standing seam metal shade with reinforced concrete foundation.	\$593,492.00	2012	Susan Jackson 813-828-7455 susan.jackson@us.af.mil 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Monroe County Board of County Commissioners	Key West International Airport, Customs Terminal Security Enhancements, Phase 1	Exterior doors and windows, Vestibule, computer and reception room including walls, ceiling, fixtures, & floors. Duress buttons in counter door. Mechanical, fire protection, electrical, voice and data, security doors with card readers, and chilled water piping	\$305,660.00	2012	Jerry Barnett 500 Whitehead Street Key West, FL 33040 305.292.4416
Monroe County Board of County Commissioners Conch Key, FL	Conch Key Fire Station #17, Conch Key, FL	Demo. Site construction including clearing, dewatering, drilled piers, underground utilities, irrigation system, landscaping and grassing. Concrete to include cast-in-place, reinforced, and plant pre-cast. Unit masonry. Structural steel, steel deck, pipe & tube railings. Wood & plastics, thermal & moisture protection, doors & windows, non-load bearing steel framing, portland cement plaster, ceramic tile, painting, Division 10 Specialties, lightning protection, fire alarm, fire-suppression piping, mechanical and electrical.	\$1,695,000.00	2011	Architect: William A Horn (305) 296-8302 wphorn@aol.com 915 Eaton St Key West, FL 33040
Department of the Air Force	Construct Warehouse #3	D/B new 4500 SF pre-engineered facility which includes demo, site, pre-engineered storage facility, restrooms, mechanical plumbing and electrical, roadway, building pad, A/C, electrical, fire protection, communications systems.	\$699,910.00	2011	Susan Jackson 813-828-7454, susan.jackson@us.af.mil