

## **PROPOSAL FORM**

NOTE TO PROPOSER: 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: ROUTINE AND EMERGENCY TRAFFIC SIGNAL AND STREET  
LIGHT MAINTENANCE

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

Company Name: AGC Electric Inc.

Contact Name & Telephone #: Tomas V. Curbelo Tel: 305-823-2280

Email Address: agc@agcelectric.com

### **PROPOSER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Proposer, 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 Proposer 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 Proposer 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, 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)

### ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. NONE, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

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

### SALES AND USE TAXES

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

### UNIT PRICE ITEMS

The Proposer further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts. The Proposer agrees that each unit price 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.

Traffic signal maintenance items are referenced from, and shall be installed in accordance with, FDOT Standard Specifications for Road and Bridge Construction - January 2018.

Payment for materials & equipment authorized by the Owner in a written Work Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %. Mark-up of subcontractor services shall be limited to 15% (including, but not limited to, overhead and profit).

Item No.	FDOT Specification-Pay Item Reference	Traffic Signal Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
1	0102 14	Traffic Control Officer	Manhour	\$ 70.00	\$ 90.00
2	0102 60	Work Zone Sign	Each Day	\$ 1.00	\$ 2.00
3	0102 74 1	Temporary Barriers	Each Day	\$ 1.00	\$ 2.00
4	0102 76	Arrow Board/Advance Warning Arrow Panel	Each Day	\$ 40.00	\$ 60.00
5	0630 2 11	Conduit Furnish & Install (F&I) - Underground	Linear Feet	\$ 28.00	\$ 38.00
6	0630 2 14	Conduit F&I - Aboveground	Linear Feet	\$ 20.00	\$ 27.00
7	0630 2 15	Conduit F&I - Bridge Mount	Linear Feet	\$ 20.00	\$ 27.00
8	0632 7 1	Signal Cable F&I - New or Reconditioned	Per Intersection	\$ 11,000.00	\$ 16,000.00
9	0632 7 2	Signal Cable F&I - Repair, Replace, Other	Linear Feet	\$ 10.00	\$ 15.00
10	632 7 4	Signal Cable - Adjust	Per Intersection	\$ 1,200.00	\$ 2,000.00
11	0633 1121	Fiber Optic Cable 13-48, F&I - Overhead	Linear Feet	\$ 10.00	\$ 15.00
12	0633 1122	Fiber Optic Cable 13-48, F&I, Underground	Linear Feet	\$ 12.00	\$ 17.00
13	0633 4 1	Signals Communication Cable, Twisted Pair	Linear Feet	\$ 8.00	\$ 12.00
14	0634 4141	Span Wire Assembly, F&I - Single Point Perpendicular	Per Intersection	\$ 5,000.00	\$ 7,000.00
15	0634 4142	Span Wire Assembly, F&I - Single Point Diagonal	Per Intersection	\$ 5,300.00	\$ 7,300.00
16	0634 4142	Span Wire Assembly, F&I - Single Point Box	Per Intersection	\$ 6,800.00	\$ 8,800.00
17	0634 4151	Span Wire Assembly, F&I - Two Point Perpendicular	Per Intersection	\$ 5,200.00	\$ 7,200.00
18	0634 4152	Span Wire Assembly, F&I - Two Point Diagonal	Per Intersection	\$ 5,800.00	\$ 7,800.00
19	0634 4153	Span Wire Assembly, F&I - Two Point Box	Per Intersection	\$ 9,000.00	\$ 11,000.00
20	0634 4341	Span Wire Assembly, Install - Single Point Perpendicular	Per Intersection	\$ 3,800.00	\$ 5,000.00
21	0634 4342	Span Wire Assembly, Install - Single Point Diagonal	Per Intersection	\$ 3,300.00	\$ 5,300.00
22	0634 4343	Span Wire Assembly, Install - Single Point Box Span	Per Intersection	\$ 3,800.00	\$ 5,800.00
23	0634 4351	Span Wire Assembly, Install - Two Point Perpendicular	Per Intersection	\$ 3,200.00	\$ 5,200.00
24	0634 4352	Span Wire Assembly, Install - Two Point Diagonal	Per Intersection	\$ 3,800.00	\$ 5,800.00
25	0634 4353	Span Wire Assembly, Install - Two Point Box Span	Per Intersection	\$ 5,000.00	\$ 7,000.00

Item No.	FDOT Specification-Pay Item Reference	Traffic Signal Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
26	0635 2 11	Pull & Junction Box, F&I - Pull Box	Each	\$ 640.00	\$ 740.00
27	0635 2 12	Pull & Junction Box, F&I - Fiber Optics	Each	\$ 1,900.00	\$ 2,300.00
28	0635 2 13	Pull & Junction box, F&I - Special	Each	\$ 3,800.00	\$ 4,800.00
29	0635 3 11	Pull & Junction Box, F&I - Aerial	Each	\$ 450.00	\$ 550.00
30	0635 3 12	Pull & Junction Box, F&I - Mounted	Each	\$ 700.00	\$ 820.00
31	0639 1 12	Signal Electrical Power Service - Overhead, FUR Cont	Each	\$ 4,200.00	\$ 5,200.00
32	0639 1 13	Signal Electrical Power Service Overhead	Each	\$ 3,900.00	\$ 4,900.00
33	0639 1 22	Signal Electrical Power Service - Underground, PUR Cont	Each	\$ 4,500.00	\$ 5,500.00
34	0639 1 23	Signal Electrical Power Service - Underground	Each	\$ 4,100.00	\$ 5,100.00
35	0639 2 1	Signal Electrical Service Wire	Linear Feet	\$ 8.00	\$ 10.00
36	0639 3 11	Signal Electrical Service Disconnect, F&I - Pole Mount	Each	\$ 11.00	\$ 15.00
37	0641 2 12	Precast Concrete Pole, F&I - Type P-II SRV	Each	\$ 2,400.00	\$ 3,900.00
38	0641 2 14	Precast Concrete Pole, F&I - TYP P-IV	Each	\$ 11,000.00	\$ 15,000.00
39	0641 2 15	Precast Concrete Pole, F&I - Type P-V	Each	\$ 12,000.00	\$ 16,000.00
40	0641 2 16	Precast Concrete Pole, F&I - Type P-VI	Each	\$ 15,000.00	\$ 20,000.00
41	0643 1	Strain Poles, Guying, Wood	Each	\$ 3,200.00	\$ 4,200.00
42	0643 140	Strain Pole, Wood, F&I - Up to 40 Feet	Each	\$ 4,100.00	\$ 5,100.00
43	646	Aluminum Pole, F&I	Each	\$ 1,500.00	\$ 2,000.00
44	0649 31101	ST Mast Arm, F&I, - WS-150, Sing Arm, without LUM-36	Each	\$ 29,500.00	\$ 34,700.00
45	0649 31102	Mast Arm, F&I - WS-150, Single Arm, W/O Lum-46	Each	\$ 32,000.00	\$ 37,000.00
46	0649 31104	Mast Arm, F&I - WS-150, Single Arm, W/O Lum-70.5	Each	\$ 51,000.00	\$ 59,000.00
47	0650 1111	Traffic Signal, F&I - 1 SECT, 1 Way, Aluminum	Assembly	\$ 650.00	\$ 750.00
48	0650 1113	Traffic Signal, F&I - 1 SECT, 1 Way, Polycarb	Assembly	\$ 630.00	\$ 730.00
49	0650 1121	Traffic Signal, F&I - 1 SECT, 2 Way, Aluminum	Assembly	\$ 950.00	\$ 1,150.00
50	0650 1141	Traffic Signal, F&I - 1 SECT, 4 Way, Aluminum	Assembly	\$ 1,500.00	\$ 1,800.00

Item No.	FDOT Specification-Pay Item Reference	Traffic Signal Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
51	0650 1311	Traffic Signal, F&I - 3 SECT, 1 Way, Aluminum	Assembly	\$ 1,450.00	\$ 1,750.00
52	0650 1313	Traffic Signal, F&I - 3 SECT, 1 Way, Polycarb	Assembly	\$ 1,430.00	\$ 1,730.00
53	0650 1314	Traffic Signal, F&I - 3 SECT, 1 Way, Program	Assembly	\$ 4,400.00	\$ 5,100.00
54	0650 1321	Traffic Signal, F&I - 3 SECT, 2 Way, Aluminum	Assembly	\$ 3,200.00	\$ 3,800.00
55	0650 1323	Traffic Signal, F&I - 3 SECT, 2 Way, Polycarb	Assembly	\$ 3,200.00	\$ 3,800.00
56	0650 1331	Traffic Signal, F&I - 3 SECT, 3 Way, Aluminum	Assembly	\$ 4,800.00	\$ 5,800.00
57	0650 1341	Traffic Signal, F&I - 3 SECT 4 Way, Aluminum	Assembly	\$ 5,600.00	\$ 6,600.00
58	0650 1411	Traffic Signal, F&I - 4 SECT, 1 Way, Aluminum	Assembly	\$ 1,600.00	\$ 1,800.00
59	0650 1511	Traffic Signal, F&I - 5 SECT, 1 Way, Aluminum	Assembly	\$ 1,700.00	\$ 1,900.00
60	0650 1513	Traffic Signal, F&I - 5 SECT, 1 Way, Polycarb	Assembly	\$ 1,650.00	\$ 1,850.00
61	0650 1521	Traffic Signal, F&I - 5 SECT, 2 Way, Aluminum	Assembly	\$ 3,400.00	\$ 4,100.00
62	653181	Pedestrian Signal, F&I, LED, 1 Direct	Assembly	\$ 700.00	\$ 900.00
63	653182	Pedestrian Signal, F&I, LED, 2 Direct	Assembly	\$ 1,300.00	\$ 1,500.00
64	653191	Pedestrian Signal, F&I, LED Count DWN, 1	Assembly	\$ 750.00	\$ 850.00
65	NA	Pedestrian Signal, F & I, Solar Carmanah R247-E	Assembly	\$ 2,200.00	\$ 2,800.00
66	0659 1 01	Retrofit Exist Signal Auxil, F&I, BKPLT	Each	\$ 240.00	\$ 300.00
67	0659 1 03	Retrofit Exist Signal Auxil, F&I, DIS H	Each	\$ 380.00	\$ 480.00
68	0659 1 05	Retrofit Exist SGNL-AUXIL, F&I, Visor	Each	\$ 80.00	\$ 120.00
69	0660 1101	Loop Detector Inductive, F&I, Type 1	Each	\$ 250.00	\$ 280.00
70	0660 1102	Loop Detector Inductive, F&I, Type 2	Each	\$ 280.00	\$ 320.00
71	0660 2101	Loop Assembly-F&I, Type A	Assembly	\$ 1,700.00	\$ 2,200.00
72	0660 2102	Loop Assembly-F&I, Type B	Assembly	\$ 1,300.00	\$ 1,800.00
73	0660 2106	Loop Assembly-F&I, Type F	Assembly	\$ 1,900.00	\$ 2,600.00
74	0660 2107	Loop Assembly-F&I, Type G	Assembly	\$ 1,900.00	\$ 2,600.00
75	0660 4 11	Vehicle Detection System-Video, F&I, Cabinet, Equipment	Each	\$ 5,600.00	\$ 6,600.00

Item No.	FDOT Specification-Pay Item Reference	Traffic Signal Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
76	0660 4 12	Vehicle Detection System-Video, F&I, Cabinet, Above Ground Equipment	Each	\$ 5,900.00	\$ 6,900.00
77	0665 11	PED Detection, F&I - Detection STA Pole or Cabinet Mounted	Each	\$ 220.00	\$ 260.00
78	0670 4 1	Flashing Beacon Control Assembly, F&I	Assembly	\$ 3,500.00	\$ 4,500.00
79	0670 5110	Traffic Control Assembly, F&I - NEMA	Assembly	\$ 32,500.00	\$ 35,500.00
80	0670 5111	Traffic Control Assembly, F&I - NEMA, 1 Preemption	Assembly	\$ 33,500.00	\$ 36,500.00
81	0670 5112	Traffic Control Assembly, F&I - NEMA, 2 Preemption	Assembly	\$ 34,500.00	\$ 37,500.00
82	0670 5130	Traffic Control Assembly, F&I - Special	Assembly	\$ 36,500.00	\$ 39,500.00
83	0670 5131	Traffic Control Assembly, F&I - Special, 1 Preemption	Assembly	\$ 37,500.00	\$ 40,500.00
84	0670 5132	Traffic Control Assembly, F&I - Special, 2 Preemption	Assembly	\$ 38,500.00	\$ 41,500.00
85	0678 1103	Controller Accessories, F&I - Type 12 Conflict Monitor	Each	\$ 2,800.00	\$ 3,300.00
86	0678 1107	Controller Accessories, F&I - Type 1 Time Switch	Each	\$ 2,500.00	\$ 3,000.00
87	0690 10	Signal Head Traffic Assembly Removal	Each	\$ 280.00	\$ 380.00
88	0690 20	Signal Pedestrian Assembly Removal	Each	\$ 120.00	\$ 180.00
89	0690 31	Signal Pedestrian Removal	Each	\$ 420.00	\$ 480.00
90	0690 32 1	Pole Removal, Shallow, Direct Burial	Each	\$ 3,200.00	\$ 4,200.00
91	0690 32 2	Pole Removal, Shallow, Bolt on attach	Each	\$ 3,500.00	\$ 4,500.00
92	0690 50	Control Assembly - Remove Complete Assembly	Each	\$ 1,300.00	\$ 1,700.00
93	0690 50 1	Control Assembly - Remove Cabinet Assembly Less FDN	Each	\$ 700.00	\$ 1,100.00
94	0690 60	Detector Vehicle Assembly - Remove	Each	\$ 400.00	\$ 600.00
95	0690 70	Detector Pedestrian Assembly- Remove	Each	\$ 60.00	\$ 90.00
96	0690 80	Span Wire Assembly - Remove	Each	\$ 880.00	\$ 1,200.00
97	0690 90	Conduit & Cabling within Intersection - Remove	Per Intersection	\$ 940.00	\$ 1,340.00
98	0690 91	Signal Interconnect Cable - Remove	Linear Feet	\$ 0.60	\$ 0.80
99	690100	Signal Equipment Miscellaneous Remove	Per Intersection	\$ 2,000.00	\$ 3,000.00
100	0700 5 21	Internal Illuminating Sign, F&I	Each	\$ 3,200.00	\$ 3,900.00

Item No.	Street Light Maintenance Item Description	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
200	Mobilization/Demobilization	Per Event	\$ 4,500.00	\$ 6,500.00
201	LED Street Light Cobra Assembly, F&I	Each	\$ 1,600.00	\$ 2,100.00
204	Street Light Bulb, Remove & Replace with New LED Cobra Head Assembly F&I	Each	\$ 1,700.00	\$ 2,300.00
206	LED Shield - F&I	Each	\$ 400.00	\$ 600.00
207	Existing Street Light Assembly - Remove	Each	\$ 1,200.00	\$ 1,700.00
208	Conventional Photo Cell - Remove & Replace	Each	\$ 270.00	\$ 320.00

Item No.	Miscellaneous	Unit of Measure	Bid Unit Price Routine Response	Bid Unit Price Emergency Response
300	Reconnaissance and/or Damage Assessment	Manhour	\$ 60.00	\$ 120.00
301	Individual Per Diem	Each Day	\$ 80.00	\$ 100.00
302	Per Diem (per 2 Person Crew)	Each Day	\$ 150.00	\$ 200.00

Mobilization to include, but not limited to, all costs associated with travel to Key West (incl. labor, mileage, vehicles, etc.) and maintenance of traffic

Unit prices to include materials, labor, equipment overhead, fuel, disposal, licensed electrician, etc.

Cobra Head Assembly: Phillips RFS-54W16LED3K-G2-R2M-UNV-DMG-FAWS-HS-RCD7-GY3.

Street light wiring/energizing by KEYS Energy.

**PROPOSAL (continued)**

**SUBCONTRACTORS**

The Proposer 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 Proposer is awarded the Contract:

N/A

**Name**

Trade

Percent of Total Work PROPOSAL

Street

City

State

Zip

4 of 59

**Name**

Trade

Percent of Total Base PROPOSAL

Street

City

State

Zip

**SURETY**

\_\_\_\_\_ whose address is

Street

City

State

Zip



**PROPOSAL (continued)**

**PROPOSER**

The name of the Proposer submitting this Proposal is

**AGC Electric Inc.**

doing business at

**2660 W 79th Street**

**Hialeah**

**Florida**

**33016**

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:

**Tomas V. Curbelo**

**President**

**Enrique I. Guzman**

**Vice President**

**Pierrette de la Sierra**

**Secretary**

**N/A**

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

**PROPOSAL (continued)**

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 2nd day of May 2018.

(SEAL)

**AGC Electric Inc**

Name of Corporation

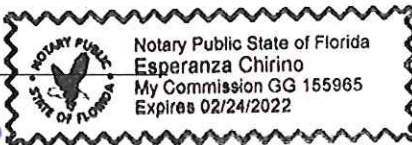
By [Signature]  
Title **President**  
Attest [Signature]

Sworn and subscribed before this 2nd day of May, 2018

NOTARY PUBLIC, State of Florida, at Large

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

[Signature]



\*\*\*\*\*

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida )  
COUNTY OF Miami-Dade : SS  
)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein PROPOSAL 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: \_\_\_\_\_

Sworn and subscribed before me this 2nd day of May, 2018.

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 RFP No: 007-18 Routine and Emergency  
Traffic Signal and Street Light Maintenance.

2. This sworn statement is submitted by AGC Electric Inc  
(name of entity submitting sworn statement)

whose business address is 2660 W 79th Street  
Hialeah, Florida 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0806153

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

3. My name is Tomas V. Curbelo  
(please print name of individual signing)

and my relationship to the entity named above is President

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

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

**PUBLIC ENTITY CRIMES (continued)**

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

  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)

May 2, 2018

\_\_\_\_\_  
(date)

STATE OF Florida

COUNTY OF Miami-Dade Miami-Dade

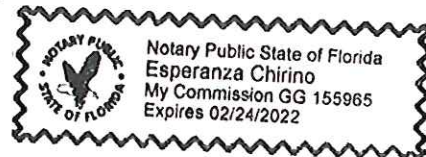
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Tomas V. Curbelo who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 2nd day of May, 2018.

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 PROPOSAL 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: AGC Electric Inc

SEAL:



2660 W 79th Street, Hialeah, FL. 33016

Address

  
Signature

Tomas V. Curbelo

Print Name

President

Title

May 2, 2018

Date

\* \* \* \* \*

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**


STATE OF Florida )  
COUNTY OF Miami-Dade : SS )

I, the undersigned hereby duly sworn, depose and say that the firm of AGC Electric 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:  \_\_\_\_\_

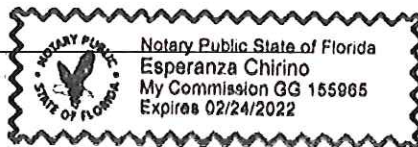
Sworn and subscribed before me this

2nd day of May, 2018.

 \_\_\_\_\_

NOTARY PUBLIC, State of Florida at Large

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



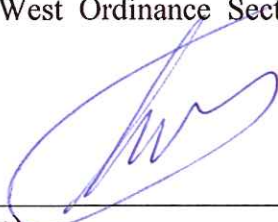
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**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )  
 : SS  
COUNTY OF Miami-Dade )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of AGC Electric 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).

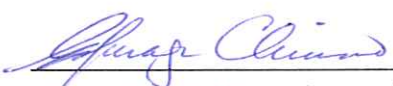
  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
May 2, 2018

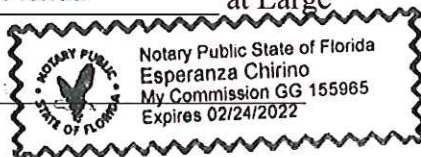
\_\_\_\_\_  
(date)

Sworn and subscribed before me this

2nd Day of May, 2018.

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

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



\* \* \* \* \*

[illegible]

By: \_\_\_\_\_

2nd day of May, 2018.

My Commission Expires:



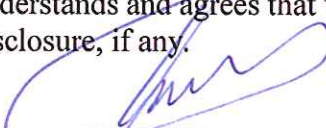
## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, AGC Electric Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

**Tomas V. Curbelo, President**

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**May 2, 2018**

\_\_\_\_\_  
Date

## PROPOSER'S CHECKLIST

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

- |     |  |                                     |
|-----|--|-------------------------------------|
| 1.  | All Contract Documents thoroughly read and understood.   | <input checked="" type="checkbox"/> |
| 2.  | All blank spaces in Proposal filled in, using black ink.   | <input checked="" type="checkbox"/> |
| 3.  | Addenda acknowledged.  | <input checked="" type="checkbox"/> |
| 4.  | Subcontractors are named as indicated in the Proposal.   | <input checked="" type="checkbox"/> |
| 5.  | Experience record included.  | <input checked="" type="checkbox"/> |
| 6.  | Proposal signed by authorized officer and notarized.   | <input checked="" type="checkbox"/> |
| 7.  | <del>PROPOSAL Bond completed and executed, including power of attorney dated the same date as PROPOSAL Bond.</del>   | <input type="checkbox"/>            |
| 8.  | Proposer familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.  | <input checked="" type="checkbox"/> |
| 9.  | Proposer, 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. | <input checked="" type="checkbox"/> |
| 10. | PROPOSAL submitted intact with "Contract Forms", 1 original and 2 flash drives as stated in the Invitation to Proposal.  | <input checked="" type="checkbox"/> |
| 11. | PROPOSAL Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to PROPOSAL.                                | <input checked="" type="checkbox"/> |

\* \* \* \* \*





**City of Key West  
RFY No: 007-17  
Routine and Emergency  
Traffic Signal and Street Light Maintenance**

**PREVIOUS EXPERIENCE:**

- 1. Company Name:** Florida Department of Transportation (FDOT D6) Monroe County  
**Contact Individual Name & Title:** Claudio Diaferia, PE  
**Address:** 1000 NW 111<sup>th</sup> Avenue, Miami, FL 33172  
**Telephone:** 305-640-7402 **Start:** 10-18-2016/Present  
**Contact's Email:** [Claudio.diaferia@dot.state.fl.us](mailto:Claudio.diaferia@dot.state.fl.us)  
**Scope of Service:** Monroe County E-6K32 FPN 250566-9-52-01  
**A Push Button Contract consisting of Miscellaneous Traffic Operations Improvement  
At various locations in Monroe County.**
- 2. Company Name:** City of Miami Beach  
**Contact Individual Name & Title:** Yolanda Cintado-Seiglie, Project Coordinator  
**Address:** 1700 Convention Center Drive, Miami Beach, FL 33139  
**Telephone:** 305-673-7071 **Start/Completion Dates:** 4-14-2015/ 4-14-2016  
**Contact's Email:** [yolandacintado-Seiglie@miamibeachfl.gov](mailto:yolandacintado-Seiglie@miamibeachfl.gov)  
**Scope of Services:** Miami Beach ITB 66-11/12 - Electrical Services for General Building and Trade Services.
- 3. Company Name:** Florida Department of Transportation (FDOT) – District 6  
**Contact Individual Name & Title:** Leah de Riel, P.E., New Millennium Engineering, Inc.  
**Miami-Dade CEI Residency Consultant**  
**Address:** 1773 NE 205th St., Miami, FL 33179  
**Telephone:** 305-219-4035 **Start/Completion Dates:** 10-12-2012/ 07/27/2016  
**Contact's Email:** [lderie@nmdceng.net](mailto:lderie@nmdceng.net)  
**Scope of Services:** Project and work orders include, but are not limited to Traffic Signalization including FPL service, traffic controller, drill shaft, mast arm installation, concrete base, hand holes, traffic loops traffic signal, pedestrian signals, school flasher, flashing beacons, video detection, audible push buttons, etc.

**4. Company Name: Miami Dade County Public Works & Waste Management**

**Contact Individual Name & Title: Oscar Rubio, Project Coordinator**

**Address: 111 NW 1<sup>st</sup> Street, 14<sup>th</sup> Floor, Miami, FL 33128**

**Telephone: 305-375-1918 Start/Completion Dates: 5-9-2014/2-16-2015**

**Contact's Email: [opr@miamidade.gov](mailto:opr@miamidade.gov)**

**Scope of Services:** Projects, and work orders include, but are not limited to Full Traffic Signal Intersection Construction, Video detection, FPL service, traffic controller, mast arm installation, concrete base, hand holes, traffic loops, traffic signals, pedestrian signal, pre-emption, etc., furnishing all supervision, labor, required materials, equipment, tools and performing all operations necessary to add/upgrade: pedestrian indication heads and push buttons at signalized intersections, school speed zone signs, school crosswalk signs, pavement markings, sidewalks, and pedestrian ramps, installation of Solar School Flasher Lights, Pavement Marking School Messages, School signs, Speed Signs, 24" Striping, Stop Bars, cross walk striping, concrete bases, solar panel, solar controller, beacons, mast arms, aluminum poles, ATMS Control Cabinets, Wireless communication System and Wireless Central stations, traffic controller, conduits and wiring , rectangular rapid flashing beacons, hand holes, traffic loops, pedestrian signals, etc.





City of Hialeah  
**Business Tax Receipt**

**2017-18**

Mayor Carlos Hernandez

No: 238210-54

(OLD-1731-807)

Amount: \$ 150.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: TOMAS CURBELO

Type of Business: **Electrical Contractors and Other Wiring Installation Contractors**

AGC ELECTRIC INC  
2660 W 79 ST  
HIALEAH, FL 33016

Business Location:

2660 W 79 ST

Expires September 30, 2018

Validating No.: 0000

**THIS IS NOT A BILL**

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
EC0000764	

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



GUZMAN ENRIQUE I  
AGC ELECTRIC, INC  
14780 SW 98 AVENUE  
MIAMI FL 33176



ISSUED 08/03/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608030002109

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL- DO NOT PAY-

**LBT**

4528783

BUSINESS NAME/LOCATION

AGC ELECTRIC INC  
2660 W 79 ST  
HIALEAH FL 33016

RECEIPT NO.

RENEWAL  
4727748

EXPIRES  
SEPTEMBER 30, 2018

Must be displayed at place of business  
Pursuant to County Code  
Chapter 86 - Art. 3 & 10

OWNER  
AGC ELECTRIC INC

Worker(s) 18

SEC. TYPE OF BUSINESS  
196 ELECTRICAL CONTRACTOR  
EC0000764

PAYMENT RECEIVED  
BY TAX COLLECTOR  
\$69.00 07/20/2017  
CHECK# 17-070560

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or environmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 86-306.

For more information visit our website: www.miamidade.gov



AGCEL-2

OP ID: GC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2018

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Christopher M. Moore, CPCU		<b>954-776-2222</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 954-776-2222 <b>FAX (A/C, No):</b> 954-776-4446 <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> A G C Electric Inc. 2660 West 79th Street Hialeah, FL 33016		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Amerisure Insurance Company</td><td>19488</td></tr><tr><td>INSURER B:</td><td>North River Insurance Company</td><td>21105</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Amerisure Insurance Company	19488	INSURER B:	North River Insurance Company	21105	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

## COVERAGES

## CERTIFICATE NUMBER:

## 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 <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP20572970901	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA20572960901	10/01/2017	10/01/2018	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5811096186	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC208418306	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			CPP20572970901	10/01/2017	10/01/2018	Scheduled 138,120 Leased&Re 50,000

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

Re: RFP No: 007-18 Routine and Emergency Traffic Signal and Street Light Maintenance  
City of Key West is an additional insured with respect to General Liability if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITYKEY</b>  City of Key West 1300 White Street Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---





## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

RACHEL D. CONE  
INTERIM SECRETARY

May 22, 2017

AGC ELECTRIC, INC.  
2660 W 79 ST  
HIALEAH, FL 33016

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, ROADWAY SIGNING, TRAFFIC SIGNAL

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager  
Contracts Administration Office

AA:cj

# State of Florida

## Minority Business Certification

AGC Electric, Inc

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

02/21/2017 to 02/21/2019



Chad Poppell, Secretary  
Florida Department of Management Services







## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 114167

January 25, 2016

Mr. Thomas Curbelo, President  
AGC Electric Inc.  
2660 W 79 Street  
Hialeah, FL 33016

---

CERTIFICATION EXPIRATION DATE  
January 25, 2019

---

Dear Mr. Curbelo:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

**Electrical Contracting Services**

*Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.*

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Hamnerstein".

Sandra Hamnerstein  
Sr. Compliance Specialist  
Procurement Bureau

/sh



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

April 27, 2018

**RE: AGC ELECTRIC, INC.**

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for AGC Electric, Inc. Their surety is Great American Insurance Company, which carries an A.M. Best Rating of A+ XIV and listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we anticipate providing Performance and Payment Bonds for single size jobs in the \$10,000,000 range and \$20,000,000 in the aggregate. These amounts should not be construed as a limit but rather a guide to handle their day-to-day needs. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue any bonds.

AGC Electric, Inc. is an excellent contractor and we hold them in the utmost highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to execute the above referenced project.

This letter is not an assumption of liability. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Warren M. Alter  
Resident Agent