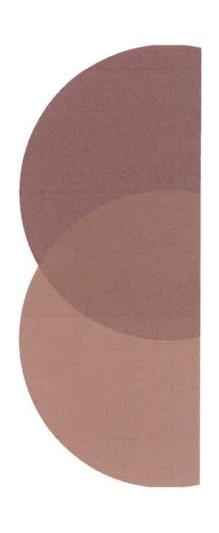


TRUMAN WATERFRONT PARK

PHASE 1B BUILDING 1287 & FIELD



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

BID PROPOSAL FORM

To:

The City of Key West

Address:

1300 White Street, Key West, Florida 33040

Project Title:

TRUMAN WATERFRONT PARK PHASE 1B – BUILDING

1287 AND FIELD - ITB # 19-026

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

Company Name: Burke Construction Group, Inc

Contact Name & Telephone #: David Martinez; 305-468-6604

Email Address: dmartinez@bcqconstruction.net

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

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:

NTP 1: 270 calendar days after the Notice of Award

NTP 2: 270 calendar days after the date of the respective Notice to Proceed

NTP 2 is anticipated to be issued prior to October 31, 2020. The total contract term shall not exceed 540 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 \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's1,
--

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

SALES AND USE TAXES

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

LUMP SUM

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.

1. NTP 1 BASE BID

1 LS	\$_3,235,340.00
TOTAL NTP 1	\$_3,235,340.00
2. NTP 2 BASE BID	
1 LS	\$1,021,840.00
TOTAL NTP 2	_{\$} 1,021,840.00

TOTAL LUMP SUM BASE BID (SUM OF NTP 1 + NTP 2 TOTALS LISTED ABOVE):

FOUR MILLION TWO HUNDRED FIFTY SEVEN THOUSAND ONE-HUDRED EIGHTY Dolla	ars & _	ZERO	Cents
(amount written in words)			

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

4,257,180.00

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Phase	NTP - 1	NTP - 2	Total
Mobilization	35,000.00	20,000.00	
General Conditions/Bonds	271,788.00	157,092.00	
Earthwork & Utilities	847,880.00	164,007.00	
Building Concrete	244,500.00	116,000.00	
Building Foundation & Slabs	iNCLD	iNCLD	
Building Masonry	iNCLD	INCLD	
Siding & Windows	37,452.00	0.00	
Roofing	103,300.00	0.00	
Doors & Hardware	67,625.00	0.00	
Overhead and Sliding Doors	19,968.00	0.00	
Painting	23,945.00	0.00	
Building Plumbing	215,000.00	0.00	
Building Mechanical	103,000.00	0.00	

Building Electrical	401,646.00	0.00	
Temporary Horse Run & Stables	45,985.00	0.00	
Site lighting	iNCLD	0.00	
Site Landscaping	167,564.00	376,637.00	
Site Irrigation	65,000.00	7,500.00	
Site Earthwork & Utilities		INCLD	
Site Concrete	iNCLD iNLCD	INCLD	
Site Pavements	INLCD	INCLD	
Foundation & Slabs	INCLD		
Site Masonry	INCLD		
Site Plumbing	INCLD	INCLD	
Site Electrical	INCLD	INCLD	
Art in Public Places	0.00	0.00	

NTP1 BID 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.

1. Remove the secondary metal fencing surrounding the horse run. § (22,100.00) DEDUCT 1 LS 2. Install 5V crimp metal roof at horse stables as opposed to standing seam metal roof. \$ (8,500.00) DEDUCT 3. Remove the secondary wood fencing surrounding the horse run. \$ (11,200.00) DEDUCT 4. Existing storage rooms floors to remain – patch and repair as required. 2" Lightweight topper and epoxy paint to be excluded. \$ (40,000.00) DEDUCT 1 LS 5. <u>Utilize Champion Bermuda grass at soccer field only.</u> Remaining open space to be St. Augustine. **\$_(35,000.00) DEDUCT** 1 LS 6. Fencing around soccer field to be 4' high as opposed to 6' high. \$ (3,000.00) DEDUCT 1 LS

12

7. Exclude fencing surrounding soccer field.

1 LS

\$ (28,500.00) DEDUCT

	s to be replaced with sola			
1 LS		\$	28,000.00	
9. Exclude horse run p	ost lights.		(14,500.00) DI	EDUCT
1 LS		\$	(14,500.00) D1	
10. Fruit Tree Grove ha	rdscape & fencing			
1 LS		\$	(15,000.00) I	DEDUCT
11. Soccer field sod to b	e Championship Bermuc	la as opposed to S	upreme Paspalum	L.
1 LS		\$	(32,000.00) DE	DUCT
12. Design/Build of med	chanical system for build	ing (safe condition	ned areas) utilizin	g (3)
mechanical units on	<u>ly.</u>	ch.	TDB - SUBJECTIV	E
1 LS 13. Utilize synthetic gra	ss (see specifications) at	۵ .soccer field only		
1 LS		\$	552,350.00	-
subcontracts for the following Bella Construction of Konstruction of Konstruct		the Bidder is awa	rded the Contract	•
35 Diamond	Key Wes			
Street	City	State	, Zip	
	•		-	
Name A Plus Roofing				
5856 Molanev Ave	, Key West			
Street	City	State	Zip	
Nearshore Electric	Inc			
Nearshore Electric	Inc			

Zip

Name Blue Native of The Florida Key				
155 Toppino Industrial Dr.	Key West			
Street	City	State	Zip)
SURETY				
Philadelphia Insurance Company	/			_ whose address is
220 E. Central Parkway, Suite 30	10 , Altamo	onte Springs F	·L ,	32701
Street	City		State	Zip
<u>BIDDER</u>				
The name of the Bidder submitting this	Bid is			
Burke Construction Group, Inc				doing business at
10145 NW 19th Street	, Doral	•	FI	33172
Street	City		State	Zip
which is the address to which all commu be sent.	mications concer	ned with this B	id and wit	th the Contract shall
The names of the principal officers of the all persons interested in this Bid as principal persons interested in this Bid as principal persons.	e corporation sul cipals are as follo	omitting this Brows:	id, or of th	ne partnership, or of
Anthony J Burke				
David Martinez				

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set hi	s (its) hand this	_ day of	2019.
Signature of Bidder			
Title			
If Co	orporation		
IN WITNESS WHEREOF the undersigned corp its seal affixed by its duly authorized officers the			
(SEAL)			
Burke Construction Group, Inc Name of Corporation			
	By Anthony Bu	rke	
	Title President Attest		
Sworn and subscribed before this28	_day of _ August	, 20 19	
NOTARY PUBLIC, State of Florida	, at Large	Note	BRANDIS L PEREZ ary Public – State of Florida
My Commission Expires:	They	or roll My C Bonded th	ommission # GG 196066 Jomm. Expires Apr 19, 2022 rough National Notary Assn

EXPERIENCE OF BIDDER

(List similar projects, with types, names of OWNERs, construction costs, ENGINEERs, and

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

references with phone numbers. Use additional sheets if necessary.
Please see attached Experience Breakdown Sheet

FTEM	PROJECT	PROJECT IDENTITY	VALUE	PROJECT DESCRIPTION	DWNER REPRESENTATIVE	ARCHITECT
11		Bernstein Parkand Community Center Key West, FL	\$7,921,975.00	Consist of a 7 acre park, complete with soft ball fields, basketball court, Two story Community Center, 11,231 sf Incld covered area, 960 sf Maintenance Bldg.	Monroe County Board of Commissioners 1100 Simonton Street, 2-216 Key West, FL 33040	William P. Horn Architect, P.A. PH: 305-296-8302 EM: william@wphomarchitect.com 915 Eaton Street, Key West, Fl, 33040
7		Nelson English Park Key West, FL	\$1,200,000.00	Complete park renovation and construction of new bathroom facilities	L. Kreed Howell Sr. Construction Manager City of Key West PH: 850-890-9354 EM: Jhowell@thecity of Keywest-fl.gov	Bob Currie CSA Architects PH: 561-276.4951 EM: bob@csa-architects.com 185 NE 4th Avenue Suite 101 Delray Beach, FL, 33483
м		Key West High School Field Key West, FL	\$300,000.00	Baseball Field Construction	Monroe County Board of Commissioners 1100 Simonton Street, 2-216 Key West, FL 33040	N/A
4		Key West City Hall Key West, FL	\$15,000,000.00	This project is LEED Platinum and features solar array panels, rain water cisterns, advanced communications systems, security and eco-friendly site amenities. Additionally, the new Key West City Hall was just awarded	Kreed Howell Position: Construction Manager Phone: 305-809-3963 Email: Ihowell@cityofkeywest-fl.gov	Burt Bender Bender & Associates EWI: info@ benderarchi fects.com PH:305-296-1347 410 Angela Street, Key West, FI:33040
ľ	The second secon	Tequesta Trace Park Weston, FL	\$1,948,753.00	Two synthetic turf fields, fully intgated, performace of all site work, geotextile, grading, drainage, concrete, base rock, finish stone, landscaping and site amenities.	Don Decker 934-389-4321 ddecker@westonfl.org City of Weston, FL 17200 Royal Palm Boulevard Weston, FL 33326	Anderson Architecture, Inc Eric Anderson EM: eric@andersonarchitecture.com PH:561-362-0220 399 Camino Gardens Bldg, Suite 202



Bidding Requirements

Burke Construction Group, Inc 10145 NW 19th Street, Doral, FL, 33172

Phone: 305-468-6604

Email: dmartinez@bcgconstruction.net Web: www.burkeconstructiongroup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2019

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).

PRODUCER	CONTACT NAME:				
Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No):(305) 362-2443			
Suite 301	E-MAIL ADDRESS:				
fliami Lakes, FL 33016	INSURER(S) AFFORDING COV	ERAGE NAIC#			
	INSURER A: Hartford Fire Ins Co	19682			
Burke Construction Group Inc	INSURER B:				
	INSURER C:				
10145 N.W. 19 Street	INSURER D:				
Doral, FL 33172	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 SLICH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

A AL	CLAIMS-MADE X OCCUR	X	X	21UEAHV8478	4/16/2019	4/16/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ \$ \$	1,000,000 300,000 10,000										
GE AL	\$5,000. BI & PD DED EN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC	x	X	21UEAHV8478	4/16/2019	4/16/2020	PREMISES (Ea occurrence) MED EXP (Any one person)	\$	10,000										
GE AL	EN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC							\$											
A AL	POLICY X PRO- X LOC							800	4 000 000										
A AL	POLICY X PRO- X LOC						PERSONAL & ADV INJURY	\$	1,000,000										
AL							GENERAL AGGREGATE	\$	2,000,000										
AL	OTHER:						PRODUCTS - COMP/OP AGG	5	2,000,000										
AL								\$											
	JTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000										
Х	,,,,,,,,,,,	Х	X	21UEAHF6649	4/16/2019	4/16/2020	BODILY INJURY (Per person)	\$											
	OWNED SCHEDULED AUTOS ONLY AUTOS									BODILY INJURY (Per accident)	\$								
Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$											
								\$											
A X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	8,000,000										
	EXCESS LIAB CLAIMS-MADE	Х	X	21RHAHV7793	4/16/2019	4/16/2020	AGGREGATE	\$	8,000,000										
	DED X RETENTION\$ 10,000							\$											
A WC	DRKERS COMPENSATION D EMPLOYERS' LIABILITY						X PER OTH-												
AN'	Y PROPRIETOR/PARTNER/EXECUTIVE (N.)	N/A	X	21WEAAO5781	4/16/2019	4/16/2020	E.L. EACH ACCIDENT	\$	1,000,000										
(Ma	andatory in NH)	NIA															E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yo	es, describe under SCRIPTION OF OPERATIONS below	33					E.L. DISEASE - POLICY LIMIT	\$	1,000,000										
A Le	ased/Rented			21UUMHZ1160	4/16/2019	4/16/2020	w/\$5000. Ded		500,000										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Truman Waterfront Park Phase 1B - Building 1287 and Field
ITB # 19-026

City of Key West and Owner, their officers, agents, and employees are included as additional insured with respect to general liability and auto liability on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liability and workers comp when required by written contract. Excess/Umbrella follows form. XCU not excluded. 30 day notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
City of Key West 1300 White St.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Key West, FL 33040	AUTHORIZED REPRESENTATIVE

FLORIDA BID BOND

BOND NO
AMOUNT: \$ 5% of Bid Proposal Submitted
KNOW ALL MEN BY THESE PRESENTS, thatBurke Construction Group, Inc.
hereinafter called the PRINCIPAL, andPhiladelphia Indemnity Insurance Company
a corporation duly organized under the laws of the State ofPA
having its principal place of business atOne_Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950
in the State of and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto
City of Key West, Florida
hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted
DOLLARS (\$\frac{5\%}{200}\) for the payment for which we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.
THE CONDITION OF THIS BOND IS SUCH THAT:
WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for ITB # 19-026 / TRUMAN WATERFRONT PARK PHASE 1B – BUILDING 1287 AND

FIELD said Bid, by reference thereto, being hereby made a part hereof.

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

ITB 19-026 / TRUMAN WATERFRONT PARK PHASE 1B – BUILDING 1287 AND FIELD

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

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

Signed and sealed this day of	,2019.
PRINCIPAL Burke Construction Group, Inc.	
Ву	STATE OF Florida) : SS COUNTY OF Miami-Dade)
Philadelphia Indemnity Insurance Company SURETY	CORPORATE OF
By Charles J. Mielson, AltyIn-Fact	SEAL SEAL SEAL SINGLE SEAL SINGLE SEAL SINGLE SEAL SINGLE SEAL SINGLE SEAL SINGLE SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE
ITB 19-026	18 TRUMAN WATERFRONT PARK PHASE 1B

BID BOND

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Charles J. Nielson, David R. Hoover, Charles D. Nielson and Jarrett Merlucci of Nielson, Hoover & Company its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of

Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or

undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Hoeman

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVAN NOTARIAL SEA: Morgan Knapp Notary Public Lower Merion Twp. Montgomery Coun My Commission Expires Sept. 25, 202	Notary Public:	Moreyan Knopp
(Notary Seal)	residing at:	Bala Cynwyd, PA
(Notary Sear)	My commission expires:	September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28 day of August , 20 19



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



Contract Forms

Burke Construction Group, Inc 10145 NW 19th Street, Doral, FL, 33172 Phone: 305-468-6604 Email: dmartinez@bcgconstruction.net Web: www.burkeconstructiongroup.com

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:
Sworn and subscribed before me this 28 day of August , 2019.
NOTARY PUBLIC, State of Florada at Large
My Commission Expires: BRANDIS L PEREZ Notary Public - State of Florida Commission # GG 196066 My Comm. Expires Apr 19, 2022 Bonded through National Notary Assn.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.
By:
Sworn and subscribed before me this
My Commission Expires: BRANDIS L PEREZ Notary Public – State of Florida Commission # GG 196066 My Comm. Expires Apr 19, 2022 Bonded through National Notary Assn.

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

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

1.	This sworn statement is submitted with Bid or Bid for
	ITB # 19-026 ;TRUMAN WATERFRONT PARK PHASE 1B – BUILDING 1287 AND FIELD
2.	This sworn statement is submitted by Burke Construction Group, Inc
	(Name of entity submitting sworn statement)
	·
	whose business address is10145 NW 19th Street, Doral, FL, 33172
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	26-1205588
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name isAnthony Burke
	(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), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

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

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)
(Si am a trum
(Signature) 8/28/2019
(Date)
STATE OF Florida
COUNTY OF Monroe
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,
Anthony Burke who, after first being sworn by me, affixed his/her (Name of individual signing)
Signature in the space provided above on this 28 _ day of _ August, 2019.
My commission expire BRANDIS L PEREZ Notary Public – State of Florida Commission # GG 198066 My Comm. Expires Apr 19, 2022 Bonded through National Notary Assn. 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.

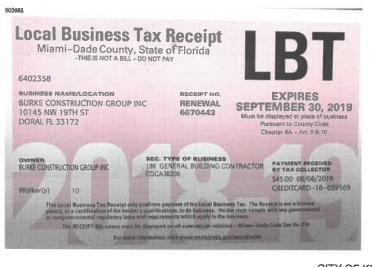
CONTRACTOR:	Burke Construction Group, Inc	SEAL:
	10145 NW 19th Street, Doral, FL, 33172 Address	
	Signature	
	Anthony Burke Print Name	
	_President Title	
DATE:	8/28/2019	

BURKE Construction Group Inc.

Company Licenses and Registrations









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) 809-3958

CTION GROUP INC

1722 N ROOSEVELT BLVO

CONTRACTOR EBPR STATE CERTIFIED

KEY WEST, FL 33040

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.

Burke Construction Group maintains a local satellite Key West office and has included its local business tax receipt.

- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name Burke Construction Group, Inc	Phone: <u>305-468-6604</u>
Current Local Address: 1722 N. Roosevelt Blvd, Key West, FL, (P.O Box numbers may not be used to establish status)	33040 Fax: 305-363-2953
Length of time at this address: 2 Years	
	Date: 8/28/2019
Signature of Authorized Representative	
STATE OF_Florida	COUNTY OF Monroe
The foregoing instrument was acknowledged before me this2	8 day of <u>August</u> , 2019
By Anthony Burke , of _	Burke Construction Group, Inc
(Name of officer or agent, title of officer or agent)	Name of corporation acknowledging)
or has produced identification Self (Type of identification)	as identification
المراجة المرا	Signature of Notary
Return Completed form with Armando Silveira My Commission GG 036788 Expires 10/06/2020	Armando Si Iveira Print, Type or Stamp Name of Notary
Supporting documents to: City of Key West Purchasing	Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
	: SS
COUNTY OF Monroe)
	n, depose and say that the firm of Burke Construction Group, Incers of its employees on the same basis as it provides benefits to West Ordinance Sec. 2-799.
	By:
Sworn and subscribed before me thi	s .
	, 2019.
NOTARY PUBLIC, State of Florida	at Large
My Commission Expires:	BRANDIS L PEREZ Notary Public – State of Florida Commission # GG 196066 My Comm. Expires Apr 19, 2022 Bonded through National Notary Assn.

CONE OF SILENCE AFFIDAVIT

	: SS		
COUNTY OF Monroe)		
I the undersigned hereby duly swe	orn depose and say that all owner(s)	, partners, officer	rs, directors,
employees and agents representing	g the firm of Burke Construction	n Group, Inc	have read and
understand the limitations and pr	ocedures regarding communication	is concerning Ci	ty of Key West
issued competitive solicitations	pursuant to City of Key West Or	dinance Section	2-773 Cone of
Silence.			
Sworn and subscribed before me	his		

STATE OF Florida

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

BRANDIS L PEREZ

Notary Public – State of Florida
Commission # GG 196066
My Comm. Expires Apr 19, 2022
Bonded through National Notary Assn.



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

ADDENDUM NO. 1

Truman Waterfront Park Phase 1B- Building 1287 & Field

ITB 19-026

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:

To date there have been five number of questions regarding the substitution of currently specified materials/products. It is the City's policy that any substitutions, if granted, will be made subsequent to bid award.

See attachments:

- 1. Responses from architect
- 2. Pre-Bid Meeting Minutes
- 3. Pre-Bid Meeting Sign Up Sheet

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.

Signature

Burke Construction Group, Inc

Name of Business