

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-135**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED BID FOR CITY OF MARATHON CITY HALL PROJECT FOR THE CONSTRUCTION OF CITY HALL OFFICES AND COUNCIL CHAMBERS TO PEDRO FALCON ELECTRICAL CONTRACTORS, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING CONTRACT IN SUBSTANTIALLY THE SAME FORM AND FORMAT AS ATTACHED EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$4,376,514;; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGET FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the "City") issued an Invitation to Bid for the City of Marathon City Hall Project, including the construction of City Hall Offices and Council Chambers (the "Project") on September 5, 2014; and

**WHEREAS**, competitive sealed bids were received, opened, and publicly read on October 7, 2014; and

**WHEREAS**, the lowest responsive and responsible bidder is Pedro Falcon Electrical Contractors, Inc. (the "Contractor"), with a base bid and added alternates in the amount of \$4, 376,514.00; and

**WHEREAS**, the City desires to enter into a contract with the Contractor for the construction of the Project, in substantially the same form and format as that attached as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby awards the overall Bid to and approves the Contract between the City and Contractor, in substantially the same form and format as that attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, in an amount not to exceed \$4, 376,514.00. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON,  
FLORIDA, THIS 14<sup>TH</sup> DAY OF OCTOBER, 2014.

THE CITY OF MARATHON, FLORIDA

  
\_\_\_\_\_  
Mayor Dick Ramsay

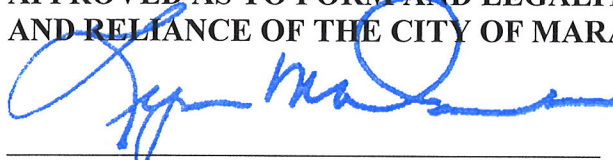
AYES: Bartus, Senmartin, Bull, Keating, Ramsay  
NOES: None  
ABSENT: None  
ABSTAIN: None

ATTEST:

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

  
\_\_\_\_\_  
Lynn M. Dannheisser, City Attorney

SECTION 00670

NOTICE OF AWARD

Dated: October 15, 2014

TO: **Pedro Falcon Electrical Contractors, Inc.**  
(CONTRACTOR)

ADDRESS: 31160 Avenue C  
Big Pinr Key, FL 33043

OWNER'S PROJECT NO.: \_\_\_\_\_

PROJECT: City of Marathon City Hall Project

CONTRACT FOR: Construction of City Hall Offices and Council Chambers with Associated Improvements

-----  
(Insert name of Contract as it appears in the Bidding Documents)  
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You are notified that your Bid dated October 7, 2014 for the above Contract has been considered. You are apparent successful bidder and have been awarded the contract for The Construction of the New City Hall Offices and Council Chambers along with the associated site work and other improvements as outlined in the Contract Documents.

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(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is \$4,376,514.00, which include both alternates 6s as listed in the proposal.  
Four Million Three Hundred Seventy Six thousand Five hundred fourteen Dollars(\$4,376,514.00)

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by October 27, 2014 .

1. You must deliver to the OWNER three fully executed counterparts of the Agreement, and one complete set of the contract documents for the project inclusive of all addendums.
  2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the General Conditions (Section 16). This includes both Performance and Payment Bonds
  3. Proof of Insurance as specified in the General Conditions (Section 16.5 and Exhibit D)
  4. (List other conditions precedent).
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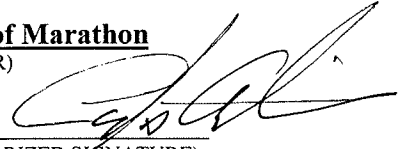
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Failure to comply with these conditions within the time specified will entitle OWNER to consider you bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

**City of Marathon**  
(OWNER)

By:   
(AUTHORIZED SIGNATURE)

**Carlos A. Solis, Director of Public Works**  
(TITLE)

Copy to ENGINEER  
(Use Certified Mail,  
Return Receipt Requested)

END OF SECTION

**SECTION 00500**  
**CONSTRUCTION CONTRACT**

This Contract (the "Contract") is dated as of the 29 day of October 2014 by and between the City of Marathon (hereinafter called the "CITY") and **Pedro Falcon Electrical Contractors, Inc.** (hereinafter called "CONTRACTOR") located at: **31160 Avenue C Big Pine Key, FL 33043**

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of **City of Marathon City Hall Project** consisting of the construction of a new building and associated site improvement inclusive of all labor supplies, material required for a complete project as indicated and in accordance in the contract and construction documents.

**ARTICLE 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER**

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Carlos A. Solis, P.E., 9805 Overseas Highway, Marathon Florida 33050.

2.2

2.3 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is William Horn Architects, P.A., 915 Eaton St. Key West, FL 33040.

2.4 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is Solaria Design & Consulting Co., 3000 Overseas Hwy Marathon, FL 33050.

**ARTICLE 3. TERM**

3.1 Contract Term. The Work shall be substantially completed within **Three Hundred Ninety (390)** calendar days after the date specified in the Notice to Proceed for Phase 1, and an additional **Sixty (60)** calendar days ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within **Four Hundred Eighty (480)** calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00700 – General Conditions, Article 12, Contractor’s General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by CITY if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages to compensate the City and not as a penalty for delay or as an incentive to complete on time, CONTRACTOR shall pay CITY (\$1,000.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Substantial Completion, if CONTRACTOR fails to fully complete the Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY (\$750.00) for each calendar day that expires after the time specified in Section 3.1 for full completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified in the Contract Documents bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City’s reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

3.5 Should the Substantial Completion and/or Full/Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the CITY including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

#### ARTICLE 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in **Exhibit A** in current funds equal to the sum of the amounts determined pursuant to this Article. Alternates 6 and 6 are incorporated into the price of the contract. The City may elect to incorporate additional Alternates, either deletions or additions, using the established prices in **Exhibit A**.

4.1.1 For all additional work based on Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form attached hereto as **Exhibit "A."** Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

#### ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY **certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk**, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.

5.3 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

#### ARTICLE 6. INSURANCE/INDEMNIFICATION.

6.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts required in Section 00700 as necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to subsurface conditions or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.



7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 The CONTRACTOR warrants the following:

7.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

## ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

8.1.1 Change Orders.

8.1.2 Field Orders.

8.1.3 Contract for Construction.

8.1.4 Exhibits to this Contract.

8.1.5 Supplementary Conditions.

8.1.6 General Conditions.

8.1.7 Any federal, state, county or city permits for the Project

8.1.8 Specifications bearing the title: **Contract Documents for City of Marathon City Hall Project.**

8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: **Marathon City Hall Office and Council Chambers.**

8.1.10 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

8.1.11 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

8.1.12 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

8.1.13 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

8.1.14 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

8.1.15 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes.. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

## ARTICLE 9. MISCELLANEOUS.

9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 200, also apply to this Contract.

9.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

Pedro Falcon Electrical Contractors, Inc  
Christian Brisson, President  
31160 Avenue C  
Big Pine Key, FL 33043

FOR CITY: City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
ATTN: City Manager

WITH COPY TO:

GrayRobinson, PA  
1221 Brickell Ave., Suite 1600.  
Miami, FL 33131  
Attn: Lynn Dannheisser  
Phone: 305-416-6880  
Fax: 305-416-6887

9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form in Section 00700

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the 14 day of October, 2014, and by Pedro Falcon Electrical (Contractor), signing by and through its President duly authorized to execute same.

**CONTRACTOR**

WITNESS

Pedro Falcon Electrical Contractors, Inc.

By:

31160 Avenue C

Big Pine Key, Florida 33040

By: Laura A. Sturgeon  
Laura A. Sturgeon, as Witness

By: [Signature]  
(Signature and Title)  
(Corporate Seal)  
Christian Brisson, as President

(Type Name/Title signed above)

16 day of October, 2014.

**CITY**

CITY OF MARATHON, FLORIDA

ATTEST

Diane Clavel  
City Clerk

Dick Roney  
Mayor

29 day of October, 2014.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

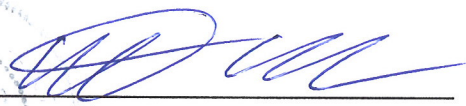
By: [Signature]  
City Attorney

*(\* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Christian Brisson, certify that I am the Director, President, and Secretary of Pedro Falcon Electrical Contractors, Inc. and that Christian Brisson, who signed the Bid with the City of Marathon, Monroe County, Florida for City Hall Project \_\_\_\_\_, is President of said Corporation with full authority to sign said **Bid** on behalf of the Corporation.

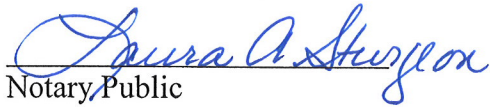
Signed and sealed this 16 day of October, 2014.

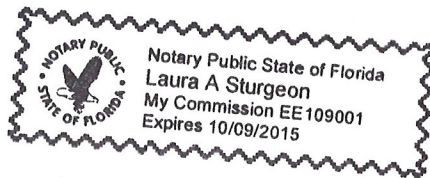
(SEAL)   
\_\_\_\_\_  
Signature  
Christian Brisson, as President  
\_\_\_\_\_  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 16 day of October, 2014.

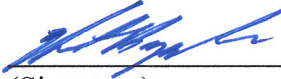
My Commission Expires:

  
\_\_\_\_\_  
Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

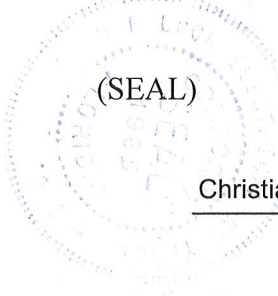
I, Christian Brisson, certify that I am the Director, President & Secretary of Pedro Falcon Electrical Contractors, Inc., who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled City Hall Project, and that the following persons have the authority to sign **payment requests** on behalf of the Corporation:

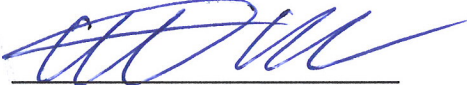
  
Kenneth Bygler, as Project Manager  
(Signature) (Typed Name w/Title)

\_\_\_\_\_  
(Signature) (Typed Name w/Title)

\_\_\_\_\_  
(Signature) (Typed Name w/Title)

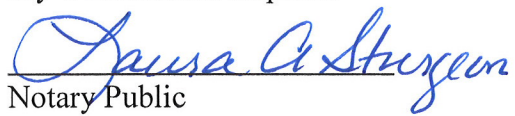
Signed and sealed this 16 day of October, 2014.



(SEAL)   
Signature  
Christian Brisson, as President  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 16 day of October, 2014.

My Commission Expires:  
  
Notary Public



# EXHIBIT "A"

## CITY OF MARATHON CITY HALL PROJECT Base Bid Breakdown

ITEM #	ITEM DESCRIPTION	PRICE
DIVISION 1 - GENERAL REQUIREMENTS		
	MOBILIZATION	\$ 20,000.00
	BONDS AND INSURANCE	\$ 104,576.00
	OVERHEAD AND PROFIT	\$ 405,000.00
	TESTING AND QUALITY CONTROL	\$ 2,300.00
	DIVISION SUBTOTAL	\$ 531,876.00
DIVISION 2 - EXISTING CONDITIONS		
	DEMOLITION AND STRUCTURE MOVING	\$ 11,317.00
DIVISION 3 - CONCRETE		
	CONCRETE FORMING AND ACCESSORIES	\$ 504,452.00
	CONCRETE REINFORCING	\$ 20,000.00
	CAST-IN-PLACE CONCRETE.	\$ 98,000.00
	DIVISION SUBTOTAL	\$ 622,452.00
DIVISION 4 - MASONRY		
	UNIT MASONRY	\$ 90,000.00
	MANUFACTURED MASONRY-PREFINISHED MASONRY UNITS	\$ 10,000.00
	DIVISION SUBTOTAL	\$ 100,000.00
DIVISION 5 - METALS		
	STRUCTURAL METAL FRAMING	\$ 10,000.00
	COLD-FORMED METAL FRAMING	\$ 15,000.00
	COLD-FORMED METAL TRUSSESS	\$ 301,206.00
	METAL FABRICATIONS	\$ 46,507.00
	DECORATIVE METAL-RAILS	\$ 80,000.00
	DIVISION SUBTOTAL	\$ 452,713.00
DIVISION 6 - WOOD, PLASTICS, COMPOSITES		
	WOOD	\$ 120,719.00
DIVISION 7-THERMAL & MOISTURE PROTECTION		
	THERMAL PROTECTION - INSULATION	\$ 121,849.00
	ROOFING ASSEMBLY	\$ 198,000.00
	FLASHING AND SHEET METAL	\$ 7,000.00
	ROOF SPECIALTIES	\$ 2,000.00
	GUTTERS AND DOWNSPOUTS	\$ 6,000.00
	FIRE AND SMOKE PROTECTION	\$ 1,000.00
	JOINT PROTECTION-SEALANTS	\$ 3,907.00
	DIVISION SUBTOTAL	\$ 339,756.00
DIVISION 8 - OPENINGS		
	HOLLOW METAL DOORS AND FRAMES	\$ 22,209.00
	SPECIALTY DOORS AND FRAMES	\$ 32,454.00
	FLUSH WOOD DOORS	\$ 25,000.00
	ENTRANCES, STOREFRONTS, AND CURTAIN WALLS	\$ 55,460.00
	ALUMINUM WINDOWS	\$ 26,485.00
	HARDWARE	\$ 25,000.00
	GLAZING	\$ 1,000.00
	LOUVERS & VENTS	\$ 14,000.00
	DIVISION SUBTOTAL	\$ 201,608.00
DIVISION 9 - FINISHES		
	GYPSUM BOARD ASSEMBLIES	\$ 172,985.00
	TILING	\$ 26,614.00
	ACOUSTICAL CEILINGS	\$ 66,947.00
	FLOORINGS	\$ 97,929.00
	DIVISION SUBTOTAL	\$ 364,475.00



CITY OF MARATHON CITY HALL PROJECT  
Base Bid Breakdown

ITEM #	ITEM DESCRIPTION	PRICE
DIVISION 10 - SPECIALTIES		
	INFORMATION SPECIALTIES-SIGNAGE	\$ 17,875.00
	TOILET COMPARTMENTS	\$ 6,971.00
	TOILET AND BATH ACCESSORIES	\$ 5,156.00
	STANDARDS AND SHELVING	\$ 3,000.00
	FLAGE POLE	\$ 4,823.00
	BIKE RACKS	\$ 3,368.00
	DIVISION SUBTOTAL	\$ 41,193.00
DIVISION 11 - EQUIPMENT		
	APPLIANCES	\$ 1,527.00
DIVISION 12 - FURNISHINGS		
	WINDOW TREATMENTS	\$ 5,268.00
	WALK OFF MATS	\$ 3,938.00
	DIVISION SUBTOTAL	\$ 9,206.00
DIVISION 21- FIRE SUPPRESSION		
	WATER-BASED FIRE-SUPPRESSION SPRINKLERS	\$ 26,800.00
	FIRE EXTINGUISHERS AND CABINETS	\$ 1,148.00
	DIVISION SUBTOTAL	\$ 27,948.00
DIVISION 22 - PLUMBING		
	PLUMBING PIPING	\$ 33,340.00
	PLUMBING EQUIPMENT	\$ 10,000.00
	PLUMBING FIXTURES	\$ 40,000.00
	DIVISION SUBTOTAL	\$ 83,340.00
DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING (HVAC)		
	HVAC PIPING AND PUMPS	\$ 65,321.00
	HVAC AIR DISTRIBUTION	\$ 85,250.00
	HVAC EQUIPMENT	\$ 105,000.00
	DIVISION SUBTOTAL	\$ 255,571.00
DIVISION 26 - ELECTRICAL		
	LOW-VOLTAGE ELECTRICAL DISTRIBUTION	\$ 110,000.00
	ELECTRICAL POWER MONITORING	\$ 6,000.00
	LIGHTING CONTROL DEVICES	\$ 39,000.00
	PANEL BOARDS	\$ 25,000.00
	GENERATOR INSTALLATION	\$ 35,000.00
	TRANSFER SWITCHES	\$ 20,000.00
	BATTERY EMERGENCY POWER SUPPLY	\$ 32,000.00
	LIGHTNING PROTECTION	\$ 14,010.00
	INTERIOR LIGHTING	\$ 150,000.00
	EXTERIOR LIGHTING	\$ 140,000.00
	DIVISION SUBTOTAL	\$ 571,010.00
DIVISION 27 - COMMUNICATIONS		
	STRUCTURED CABLING DATA AND VOICE	\$ 22,126.00
	VOICE COMMUNICATIONS - PUBLIC ADDRESS	\$ 111,000.00
	TELEVISION SYSTEMS	\$ 2,000.00
	DIVISION SUBTOTAL	\$ 135,126.00

Section 00300  
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Section 00500  
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CITY OF MARATHON CITY HALL PROJECT  
Base Bid Breakdown

ITEM #	ITEM DESCRIPTION	PRICE
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY		
	ELECTRONIC SURVEILLANCE	\$ 14,298.00
	FIRE DETECTION AND ALARM	\$ 22,923.00
	DIVISION SUBTOTAL	\$ 37,221.00
DIVISION 31 - EARTHWORK		
	SITE CLEARING	\$ 53,460.00
	EXCAVATION	\$ 15,600.00
	FINAL SITE GRADING	\$ 14,300.00
	TERMITE CONTROL	\$ 7,500.00
	DIVISION SUBTOTAL	\$ 90,860.00
DIVISION 32 - EXTERIOR IMPROVEMENTS		
	AGGREGATE BASE COURSES	\$ 40,264.00
	ASPHALT PAVING	\$ 58,000.00
	WHEEL STOPS	\$ 11,500.00
	TACTILE WARNING SURFACING	\$ 3,000.00
	STRIPING AND PAVEMENT MARKINGS	\$ 8,750.00
	IRRIGATION SYSTEM	\$ 16,000.00
	PLANTING - SHRUBS	\$ 14,585.00
	PLANTING - TREES	\$ 14,585.00
	SODDING AND GROUND COVER	\$ 23,048.00
	WATER UTILITIES	\$ 61,300.00
	SANITARY SEWERAGE UTILITIES	\$ 27,050.00
	STORM DRAINAGE UTILITIES	\$ 7,000.00
	ELECTRICAL UTILITIES	\$ 7,000.00
	DIVISION SUBTOTAL	\$ 292,082.00
		\$ 4,290,000.00

TOTAL BASE BID: \$4,290,000.00, (insert pice using words)  
Four Million Two Hundred Ninety Thousand Dollars and Zero Cents

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE
<b>DIVISIONS 31 &amp; 32 UNIT PRICING</b>				
1				
2				
3	CLEAR & GRUBB	1	LS	\$ 9,100.00
4	POND EXCAVATION	1	LS	\$ 15,600.00
5	BUILDING PAD CONSTRUCTION (BY OTHERS)	N/A	N/A	
6	12" COMPACTED SUBGRADE	Each	SY	\$ 5.40
7	8" LIMEROCK BASE	Each	SY	\$ 5.80
8	1-3/4" ASPHALT PAVEMENT	Each	SY	\$ 16.00
9	TYPE D CURB	Each	LF	\$ 16.34
10	CONCRETE SIDEWALK	Each	SY	\$ 50.00
11	18" RCP	Each	LF	\$ 150.00
12	TYPE C INLET	1	EA	\$ 6,050.00
13	CONC FLUMES	Each	EA	\$ 4,180.00
14	STRIPING	Each	LF	\$ 1.09
15	SEWER CONNECTION	1	LS	\$ 6,400.00
16	WATER CONNECTION	1	LS	\$ 13,200.00
18	WHEELSTOPS	1	EA	\$ 136.00
19	WARNING SURFACES	1	EA	\$ 500.00

CITY OF MARATHON CITY HALL PROJECT

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE
<b>LANDSCAPE BASE Bid UNIT PRICING</b>				
<b>LARGE TREES</b>				
	Mahogany	65 GAL	6	\$ 220.00 \$ 1,320.00
<b>MEDIUM TREES</b>				
	Verawood	45 GAL	5	\$ 220.00 \$1,100.00
	Cinnamon Bark	45 GAL	4	\$ 424.00 \$1,696.00
	Pigeon Plum	45 GAL	14	\$ 328.00 \$4,592.00
	Blolly	45 GAL	3	\$ 218.00 \$654.00
	Crabwood	45 GAL	4	\$ 330.00 \$1,320.00
	Ironwood	45 GAL	10	\$ 330.00 \$3,300.00
	Simpson Stopper	45 GAL	5	\$ 330.00 \$1,650.00
<b>LARGE SHRUBS</b>				
	Marlberry	15 GAL	13	\$ 83.00 \$1,079.00
	Myrtle-of-the-River	15 GAL	5	\$ 66.00 \$330.00
	Small Leaf Clusia	15 GAL	12	\$ 44.00 \$528.00
	Red Stopper	15 GAL	9	\$ 66.00 \$594.00
<b>MEDIUM SHRUBS</b>				
	Locust Berry	3 GAL	26	\$ 8.80 \$228.80
	Cocoplum	3 GAL	28	\$ 1.10 \$30.80
	Black Torch	3 GAL	11	\$ 9.90 \$108.90
	Dwarf Firebush	3 GAL	30	\$ 5.50 \$165.00
	Wild Coffee	3 GAL	58	\$ 5.50 \$319.00
	Malden Bush	3 GAL	72	\$ 9.90 \$712.80
<b>SMALL SHRUBS &amp; GROUND COVER</b>				
	Ficus Green Blanket		606	\$ 1.10 \$666.60
	Dwf. Wild coffee		56	\$ 1.10 \$61.60
	Dwarf Fakahatchee		190	\$ 1.10 \$209.00
	Golden Creeper		364	\$ 1.10 \$400.40
	Pineland Lantana		191	\$ 1.10 \$211.10
	ST AUGUSTINE SOD		33552	0.76 25499.52

ITEM #	DESCRIPTION	SIZE	QTY	UNITS	UNIT PRICE
<b>LANDSCAPING ALTERNATE UNIT PRICING</b>					
<b>LARGE TREES</b>					
	Mahogany	100 GAL	1	Each	\$ 242.00
<b>MEDIUM TREES</b>					
	Verawood	65 GAL	1	Each	\$ 242.00
	Cinnamon Bark	65 GAL	1	Each	\$ 467.00
	Pigeon Plum	65 GAL	1	Each	\$ 361.00
	Blolly	65 GAL	1	Each	\$ 240.00
	Crabwood	65 GAL	1	Each	\$ 363.00
	Ironwood	65 GAL	1	Each	\$ 363.00
	Simpson Stopper	65 GAL	1	Each	\$ 363.00
<b>LARGE SHRUBS</b>					
	Marlberry	30 GAL	1	Each	\$ 92.00
	Myrtle-of-the-River	30 GAL	1	Each	\$ 73.00
	Small Leaf Clusia	30 GAL	1	Each	\$ 49.00
	Red Stopper	30 GAL	1	Each	\$ 73.00
<b>MEDIUM SHRUBS</b>					
	Locust Berry	7 GAL	1	Each	\$ 9.70
	Cocoplum	7 GAL	1	Each	\$ 1.21
	Black Torch	7 GAL	1	Each	\$ 10.90
	Dwarf Firebush	7 GAL	1	Each	\$ 6.05

ALT. #1	PROVIDE MODIFICATIONS TO THE REMAINING BUILDING AS DESCRIBED AND NOTED IN THE DRAWINGS TO RESULT IN A FINISH BUILDING THAT ENDS AT THE WEST WALL OF THE LOBBY, INDICATED AS LINE 1. SEE SHEETS A-1 AND A-5.1	ALTERNATE DEDUCT \$ <u>(551,710.00)</u>
ALT. #2	IN LIEU OF BASE BID ASPHALT PAVING AT OVERFLOW PARKING AREAS, INDICATED ON THE SITE PLAN, INSTALL GRAVEL OR MILLING MATERIAL TO BE PROVIDED BY OWNER OVER THE (BASE BID) PREPARED SUB BASE.	ALTERNATE DEDUCT \$ <u>(5,474.00)</u>
ALT. #3	IN LIEU OF BASE BID 0.040 ALUMINUM STANDING SEAM ROOFING ASSEMBLY PROVIDE A 22 GA. GALVALUME ROOFING ASSEMBLY WITH KYNAR FINISH AS NOTED ON SHEET A-5.	ALTERNATE DEDUCT \$ <u>(1,000.00)</u>
ALT. #4	IN LIEU OF THE PREFINISHED CMU WALL AND ALUMINUM LOUVER ENCLOSURE AROUND THE GENERATOR AND A/C EQUIP. AS SHOWN SHEET A-1.1 PROVIDE A 6'-0" WOOD PICKET FENCE AND GATES PER DETAIL 4	ALTERNATE DEDUCT \$ <u>(18,160.00)</u>
ALT. #5	IN LIEU OF CGI SERIES 238 PREFINISHED ALUM. WINDOWS AS SCHEDULED ON SHEET A-6, PROVIDE PGT SERIES AW740 PREFINISHED ALUMINUM WINDOWS OF THE SAME SIZE AND FUNCTION, AS NOTED SHEET A-6	ALTERNATE DEDUCT \$ <u>(3,500.00)</u>
ALT. #6	IN LIEU OF INTERLOCKING CARPET SQUARES AS SCHEDULED IN THE INTERIOR DWG. PACKAGE PROVIDE THIN SET TILE AS IDENTIFIED SHEET ID-6.1.4 THROUGH ID-6.1.6	ALTERNATE ADD \$ <u>57,202.00</u>
ALT. #6	PROVIDE A COST FOR THE CONSTRUCTION OF THE BUILDING PAD WITH THE FILL PROVIDED BY THE CITY. PAD SHALL BE COMPACTED TO 98% MODIFIED PROCTOR IN NO MORE THAT 12" LIFT.	ALTERNATE ADD \$ <u>29,312.00</u>
ALT. #7	PROVIDE A UNIT COST OF STRUCTURAL FILL ON A CUBIC YARD UNIT BASIS	ALTERNATE ADD \$ <u>43.12</u>

*Nielson, Hoover & Associates*  
Bond Department

Public Works Bond  
In compliance with Florida Statutes 255.05(1)(a)

**Bond No.** 106153092

**Contractor** **Pedro Falcon Electrical Contractors, Inc.**

**Address** 31160 Avenue C  
Big Pine Key, FL 33043

**Phone No.** (305) 872-2200

**Surety Company** **Travelers Casualty and Surety Company of America**

**Address** One Tower Square  
Hartford, CT 06183

**Phone No.** (860) 277-0111

**Owner Name** **The City of Marathon**

**Address** 9805 Overseas Highway  
Marathon, FL 33050

**Phone Number** (305) 743-0033

**Contract/Project No.**

**Project Name** ***Marathon City Hall Project***

**Project Location** Marathon, FL

**Legal Description and/or Street Address** 9800 Overseas Highway, Marathon, FL 33050

**Description of Work** Electrical

Front Page  
All other bond page(s) are deemed subsequent to this page regardless  
of any page number(s) that may be preprinted thereon.

**SECTION 00610**

**PERFORMANCE BOND**

**BOND NO.** 106153092

**This Bond must be recorded and a certified copy provided to the City before payment will be made by the City.**

BY THIS BOND (the "Bond"), We PEDRO FALCON ELECTRICAL CONTRACTORS, INC.  
31160 Avenue C, Big Pines, FL 33043 (305) 872-2200  
(name, address, telephone number) as principal, called CONTRACTOR, and  
Travelers Casualty and Surety Company of America, One Tower  
Square, Hartford, CT 06183 (860) 277-0111 (name, address, telephone number) as  
surety, hereinafter called Surety, are bound to the CITY OF MARATHON, a Florida municipal  
corporation, 9805 Overseas Highway, Marathon, FL , (305) 743-0033, hereinafter called CITY, in  
the amount of Four Million Three Hundred Seventy Six Thousand Five Hundred Fourteen And No/100  
\_\_\_\_\_ Dollars (\$ 4,376,514.00 ) for payment of which CONTRACTOR and Surety bind  
themselves, their heirs, personal representatives, executors, administrators, successors and assigns,  
jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and  
CITY, for the following:

Contract Title: **City of Marathon City Hall Project**  
Contract Number: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said Contract in accordance with its terms and conditions, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Pays CITY all losses, damages (direct and consequential, including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the Contract; and
3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities,

connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this Bond must be initiated before the expiration of the limitation period set forth in Section 255.05, Florida Statutes.

**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name and Address)

**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Name and Address  
By: \_\_\_\_\_

**WHEN THE PRINCIPAL IS A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Name and Address of Partnership  
By: \_\_\_\_\_



WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)



\_\_\_\_\_  
(Secretary)  
Christian Brisson

Pedro Falcon Electrical Contractors, Inc.

Name and Address of Corporation

31160 Avenue C

Big Pine Key, FL 33043

\_\_\_\_\_  
Business Address

By:

\_\_\_\_\_  
President Christian Brisson

**SURETY**

ATTEST:

(Surety Seal)

Travelers Casualty and Surety Company of America  
(Type Corporate Surety Name)

One Tower Square  
Hartford, CT 06183

Business Address

As per Attached Power of Attorney  
(Secretary)

By:   
SURETY Charles J. Nielson, Attorney In Fact

By:   
Florida Resident Agent

Charles J. Nielson  
(Type Florida Resident's Name)

(305) 722-2663  
Florida Agent's Business Telephone Number

**ATTORNEY-IN-FACT**

By: 

Name Charles J. Nielson  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for

execution of Performance Bond on behalf of Surety.

|

Section 00610  
5 of 4



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

Doc# 2004517
BK# 2711 Pg# 245

Attorney-In Fact No. 225989

Certificate No. 005858512

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, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, 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 8th day of April, 2014.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of April, 2014, 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, 2016.



[Signature]
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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

  
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](http://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.

Doc# 2004517  
Bk# 2711 Pg# 246

**SECTION 00620  
PAYMENT BOND**

**BOND NO.** 106153092

**This Bond must be recorded and a certified copy provided to the City before payment will be made by the City.**

BY THIS BOND (the "Bond"), We as PEDRO FALCON ELECTRICAL CONTRACTORS, INC., (305) 31160 Avenue C, Big Pine Key, FL 33043 872-2200 (name, address, telephone no.) as principal, called CONTRACTOR, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 (860) 277-0111 as surety, hereinafter called Surety, are bound to the City of Marathon, 9805 Overseas Highway, Marathon, FL, (305) 743-0033, a Florida municipal corporation, hereinafter called CITY, in the amount of Four Million Three Hundred Seventy Six Thousand Five Hundred Fourteen & No/100 Dollars for payment of which CONTRACTOR and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written contract entered into by CONTRACTOR and CITY, for the following:

Contract Title: **City of Marathon City Hall Project**  
Contract No.: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, and/or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect Surety's obligation under this Bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after the time limits set forth in Section 255.05, Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

**The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.**

By \_\_\_\_\_ (signature) \_\_\_\_\_ (Name and Title)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Name and Address)

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Name and Address)

\_\_\_\_\_  
Surety

By \_\_\_\_\_ (signature) \_\_\_\_\_ (Name and Title)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_

\_\_\_\_\_  
(Witness) \_\_\_\_\_ (Name and Address)

**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) \_\_\_\_\_ Business Name and Address

\_\_\_\_\_  
(Witness) By: \_\_\_\_\_

**WHEN A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:


\_\_\_\_\_  
(Witness) Name and Address of Partnership

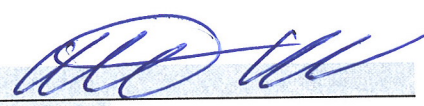
\_\_\_\_\_  
(Witness) By: \_\_\_\_\_

**WHEN THE PRINCIPAL IS A CORPORATION:**

**ATTEST:**

\_\_\_\_\_  
(Corporate Seal) Pedro Falcon Electrical Contractors, Inc.  
(Corporate Principal Name)  
31160 Avneue C  
Big Pine Key, FL 33043  
Business Address

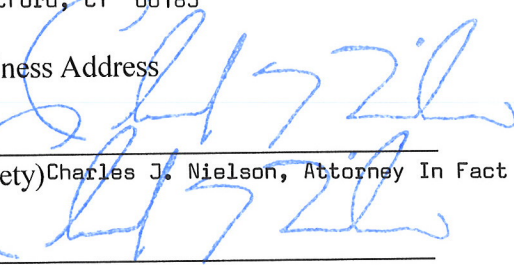
  
Secretary Christian Brisson

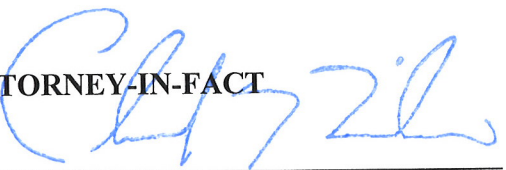
By:   
President Christian Brisson

**ATTEST:**

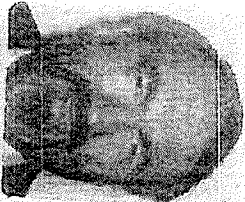
\_\_\_\_\_  
(Surety Seal) Travelers Casualty and Surety Company of America  
(Corporate SURETY)  
One Tower Square  
Hartford, CT 06183  
Business Address

As per Attached Power of Attorney  
(Secretary)

By:   
(Surety) Charles J. Nielson, Attorney In Fact  
Florida Resident Agent  
Charles J. Nielson

**ATTORNEY-IN-FACT**  
By:   
Name Charles J. Nielson  
(Type)





CHARLES JACKSON NIELSON

A192265

Life

Gen. Lines (Prop. & Cas. Ins.)

ISSUED: 06/21/91  
7052227

261721



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

Doc# 2004517
Bk# 2711 P# 250

Attorney-In Fact No. 225989

Certificate No. 005858513

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, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, 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 8th day of April, 2014.

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: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of April, 2014, 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, 2016.



[Signature]
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 Assistant, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

  
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.

Doc# 2004517  
Bk# 2711 Pg# 250 "B"

MONROE COUNTY  
OFFICIAL RECORDS