

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2016-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND PEDRO FALCON ELECTRICAL CONTRACTORS, INC., FOR THE DESIGN/BUILD OF THE UTILITIES AND PUBLIC WORKS MAINTENANCE FACILITY IN AN AMOUNT NOT TO EXCEED \$1,994,484.00; WHICH WILL BE SUBMITTED FOR PARTIAL REIMBURSEMENT FROM WASTEWATER UTILITY FUNDING; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “City”) issued a Request for Proposals for the Utilities and Public Works Maintenance Facility design-build construction project (the “Project”); and

**WHEREAS**, three proposals were received and evaluated by the City’s evaluation committee, which ranked the proposers at a publicly noticed evaluation committee meeting held on October 22, 2015; and

**WHEREAS**, Pedro Falcon Electrical Contractors, Inc, (“Contractor”) was evaluated as the highest ranked proposer; and

**WHEREAS**, the City Council directed staff to negotiate the final contract amount with the highest ranked firm; and

**WHEREAS**, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

**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 Contract between the City and Contractor for design-build construction of the Utilities and Public Works Maintenance Facility in an amount not to exceed \$1,994,484.00 a copy of which is 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, is hereby approved. 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 26<sup>th</sup> DAY OF JANUARY, 2016**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mark Senmartin, Mayor**

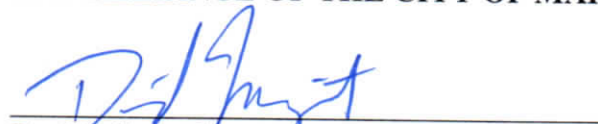
AYES: Zieg, Bartus, Kelly, Coldiron, Senmartin  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

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

(City Seal)

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

  
\_\_\_\_\_  
David Migut, City Attorney

## CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the 4<sup>th</sup> day of April 2016 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 and Design-Build Criteria Package. The Work is generally described as the following: **The Utility and Public Works Maintenance Facility Building.** The Design Criteria is hereby modified as follows:

1. The building height is modified so that the warehouse area is limited to a 15 foot height and office portion of the building to 22'-6" as indicated in the preliminary sketches attached as Exhibit B.
2. Building shall provide three (3) 12' x 12' and one (1) 12' x 14' overhead doors on the south side, and one (1) 6' x 8' overhead door on the east side of the building.
3. Washer and Dryer hook-up shall be provided.
4. A vent to the mezzanine and out the side building shall be provided for a future stove. A 40 amp 220 V service shall be provided.
5. The City will coordinate with the FKEC to provide 3 phase electrical service to the facility.
6. Showers shall be provided for both the men's and women's restrooms.
7. Eight lockers shall be provided by the contractor.
8. Fill is based on the preliminary grading Sketch provided by the City.
9. No additional plumbing other than the two restrooms with showers and outside hose bibs is required.
10. The Elevator Shaft is eliminated.
11. Pre-design tree and topographic survey is eliminated.
12. Server Room is eliminated.
13. ADA access on US 1 is eliminated.
14. Second Story Windows are eliminated.
15. Building Permit Fees shall be waived.
16. Mezzanine shall be constructed of from joist and plywood system.
17. Design-Build cost based on slab/foundation on grade without concrete piles.
18. Internal truck lift is eliminated.
19. A 1 ton electric hoist and beam with manual rollers is included in project cost.
20. Exterior side canopy is excluded from base bid, with an option to add on at the established price. The slab and foundation shall be included in the base bid.
21. Stormwater injection well is excluded from base bid.
22. Scope is based on preliminary plan attached as Exhibit B

Work shall consist of the construction of a new Utility and Public Works Maintenance Facility Building (Facility Building), inclusive of walkways, parking, external storage housing, stormwater system, and all other incidental work as described in the Design Criteria Package. The construction of the Facility Building will serve to house Wastewater equipment, maintenance, supplies, vehicle and materials storage, and office space for wastewater and Public Works staff. The Facility Building shall withstand hurricane force conditions and shall be constructed above the 100 year flood plane to ensure the building is accessible and usable during any flood condition.

Contractor's Engineer of Record (EOR) shall provide Design Calculations, final inspection for certification of the project and Final As-Built drawings by their Engineer of Record.

Construction administration and inspections will be performed by City staff or City representatives.

## 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. Director of Public Works & Engineering , 9805 Overseas Highway, Marathon Florida 33050.

2.2 The CITY's Construction Manager referred to in any of the Contract Documents designated herein is Chen-Moore, & Assoc., Inc. , 500 W. Cypress Creek Rd. Ft Lauderdale, FL 33309 .

## ARTICLE 3. TERM

3.1 Contract Term. The Contract work shall be substantially completed within three hundred ninety (**390**) calendar days (90 Design, 300 Construction) after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within **four hundred twenty (420)** 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 (\$2,000.00) 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 (\$1000.00) 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. 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.

5.5

#### 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 Utilities and Public Works Maintenance Facility.**

8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: **City of Marathon Utilities and Public Works Maintenance Facility.**

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  
305-872-2200

FOR CITY: Charles Lindsey, City Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
305-743-0033

WITH COPY TO: David Migut, City Attorney  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
305-743-0033


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.

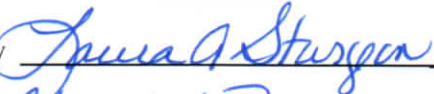
9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form in Section 00700

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 City Manager, authorized to execute same by Council action on the 26 day of January, 2016, and by Pedro Falcon Electrical Contractors (Contractor), signing by and through its President duly authorized to execute same.

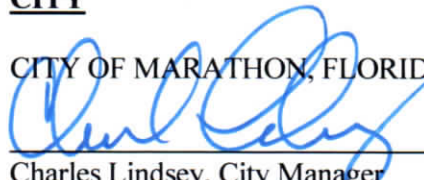
**CONTRACTOR**

By:   
(Signature and Title)  
(Corporate Seal)


**WITNESS**

By:   
Christian Brisson, as Pres  
(Type Name/Title signed above)  
29 day of March, 2014.

**CITY**

CITY OF MARATHON, FLORIDA  
  
Charles Lindsey, City Manager

ATTEST

  
Diane Clavier, City Clerk  
1 day of April, 2016.

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

By:   
David Migut, 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/Secretary of Pedro Falcon Electrical Contractors, Inc and that Christian Brisson, who signed the Bid with the City of Marathon, Monroe County, Florida for Utilities & Public Works Maintenance is President of said Corporation with full authority to sign said **Bid** on behalf of the Corporation.

Signed and sealed this 29 day of March, 2016.

(SEAL)



Signature

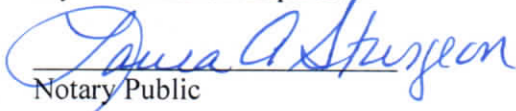
Christian Brisson, as President

Typed w/Title

STATE OF FLORIDA  
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 29 day of March, 2016.

My Commission Expires:

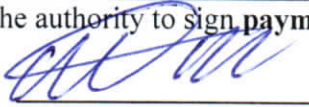


Notary Public



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 of Marathon Utilities and Public Works Maintenance Facility, and that the following persons have the authority to sign **payment requests** on behalf of the Corporation:

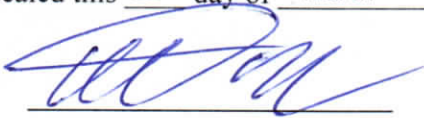
 FOR  
Kenneth Bygler, as Project Manager  
(Signature) (Typed Name w/Title)

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

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

Signed and sealed this 29 day of March, 2016.

(SEAL)

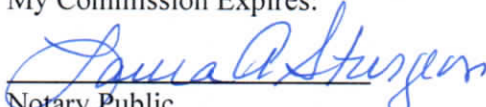
  
Signature

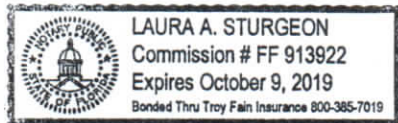
Christian Brisson, as President  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 29 day of March, 2016.

My Commission Expires:

  
Notary Public



**EXHIBIT "A"**

**ARTICLE 10. VALUE ENGINEERING PROPOSAL DATED 13 Jan 2016**

**Schedule A, Construction Base Bid \*** (Schedule of Values shall be provided by the Design/Build Firm with the Design/Build Bid)

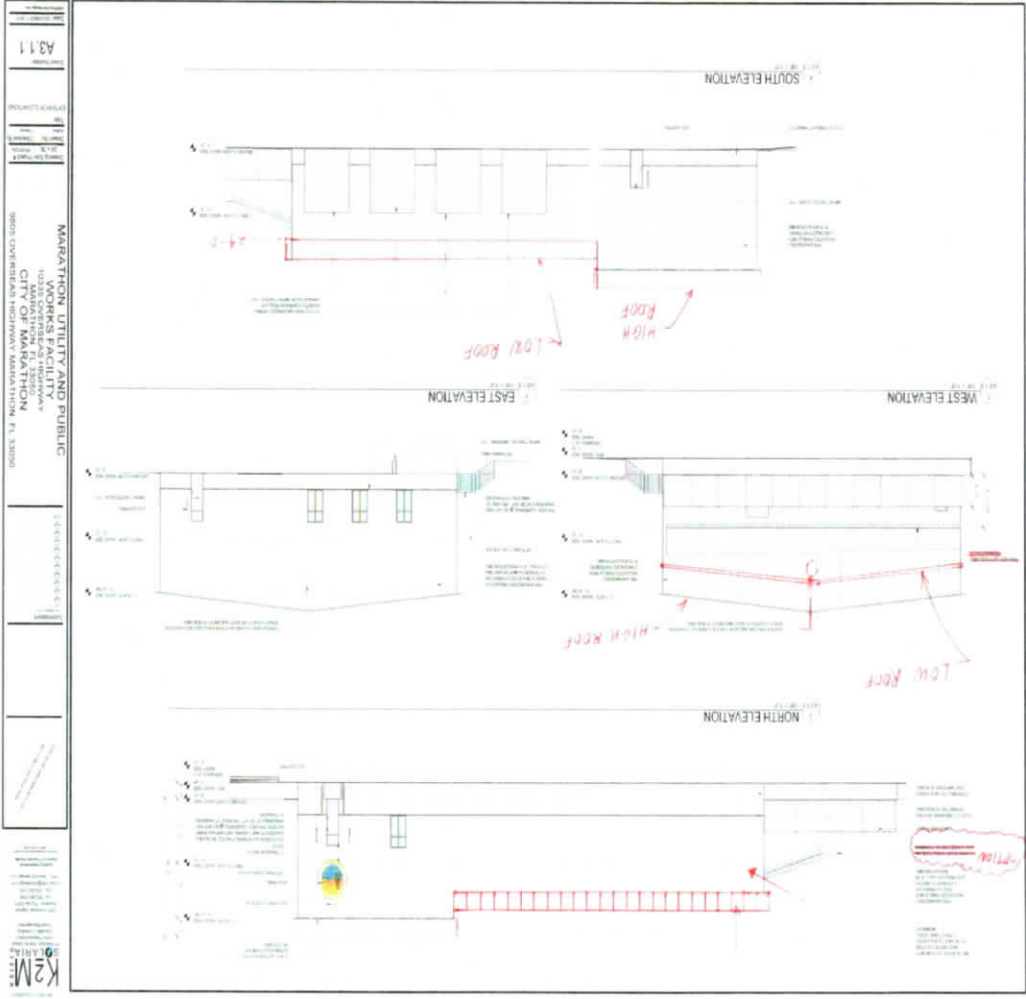
PAYITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	DESIGN AND PERMITTING (5% OF TOTAL MAXIMUM)	LS	1	\$ 114,435.00	\$114,435.00
2	MOBILIZATION (15% OF TOTAL MAXIMUM)	LS	1	\$ 164,184.00	\$164,184.00
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 625.00	\$ 625.00
4	TOPOGRAPHIC, TREE, R.O.W. SURVEY	LS	1	\$ 4,087.00	\$ 4,087.00
5	SITE CLEARING	LS	1	\$ 23,151.00	\$ 23,151.00
6	SITE GRADING	SF	23,750	\$ 0.25	\$ 5,938.00
7	FILL AND COMPACTION	CY	5,000	\$ 40.55	\$202,750.00
8	STORMWATER DISPOSAL	LS	1	\$ 9,108.00	\$ 9,108.00
9	SOD, SPRINKLER, AND LANDSCAPING	LS	1	\$ 22,797.00	\$22,797.00
10	STEEL PRE-FAB BUILDING (Modified warehouse side height)	LS	1	\$ 274,790.00	\$274,790.00
11	BUILDING FREIGHT (Cost is included in item #10 above)	LS	1	\$ Inc in item 10	\$ inc.
12	BUILDING TAX	LS	1	\$ 8,833.00	\$ 8,833.00
13	ERECTION OF BUILDING (Cost is included in item #10 above)	LS	1	\$ Inc in item 10	\$ inc.
14	ANCHOR BOLTS	LS	1	\$ 1,696.00	\$ 1,696.00
15	CANOPIES (Deleted canopy)	EA	1	\$ 0.00	\$ 0.00
16	VENTS	EA	2	\$ 621.00	\$ 1,242.00
17	FANS	EA	2	\$ 3,404.00	\$ 6,808.00
18	LOUVERS	EA	4	\$ 777.00	\$ 3,108.00
19	WINDOWS	EA	6	\$ 1,698.00	\$10,188.00
20	OVERHEAD DOORS INSTALLED	EA	5	\$ 4,546.00	\$22,730.00
21	OFFICE INSULATION	LS	1	\$ 6,413.00	\$ 6,413.00
22	ROOF INSULATION (Cost is included in items #10 above)	SF	10,250	\$ Inc in item 10	\$ inc.
23	WALL INSULATION (Cost is included in item #10 above)	SF	8,900	\$ Inc in item 10	\$ inc.

24	MISC METALS AND FLASHING (50,000# truck lift has been deleted)	LS	1	\$	91,192.00	\$	91,192.00
25	CONCRETE SLAB	CY	535	\$	471.00	\$	251,985.00
26	MASONRY AND STUCCO	CY	1	\$	2,520.00	\$	2,520.00
27	CARPENTRY	SF	400	\$	56.05	\$	22,420.00
28	FLOORS	SF	2,000	\$	3.47	\$	6,940.00
29	CEILING	SF	2,000	\$	2.10	\$	4,200.00
30	PAINTING	SF	7,100	\$	1.16	\$	8,236.00
31	PLUMBING (Includes Fire Suppression and Compressed Air System)	LS	1	\$	110,115.00	\$	110,115.00
32	PLUMBING ACCESSORIES	LS	1	\$	11,377.00	\$	11,377.00
33	IMPACT FEES	LS	1	\$	876.00	\$	876.00
34	DRYWALL	SF	7,100	\$	2.82	\$	20,022.00
35	ELECTRIC	LS	1	\$	166,143.00	\$	166,143.00
36	A/C AND HEATING	LS	1	\$	35,381.00	\$	35,381.00
37	PERMITS	LS	1	\$	934.00	\$	934.00
38	INTERIOR DOORS and Exterior	EA	18	\$	1,572.00	\$	28,296.00
39	PARTITIONS	LS	1	\$	9,050.00	\$	9,050.00
40	STRIPING AND STOPS	LS	1	\$	2,183.00	\$	2,183.00
41	BOLLARDS	LS	1	\$	4,941.00	\$	4,941.00
42	BACKFLOW PREVENTER	EA	1	\$	5,255.00	\$	5,255.00
43	GENERATOR	EA	1	\$	76,459.00	\$	76,459.00
44	GENERATOR BUILDING	EA	1	\$	18,742.00	\$	18,742.00
45	GENERATOR PAD (Over \$4,000.00 in materials)	CY	10	\$	7.77	\$	7,770.00
46	FUEL STORAGE	EA	1	\$	19,475.00	\$	19,475.00
47	RETAINING WALL (NORTH FACE OF BUILDING)	LF	425	\$	425.00	\$	180,625.00
48	FRONT BUILDING FINISH	LS	1	\$	17,224.00	\$	17,224.00
49	INJECTION WELL (deleted injection well)	EA	1	\$	0.00	\$	0.00
SO	GRAVEL PARKING	SY	2,640	\$	3.50	\$	9,240.00
	TOTAL BASE BID	\$			1,994,484.00		

Pedro Falcon Contractors, Inc



**EXHIBIT B**





**SECTION 00610**

**PERFORMANCE BOND**

**BOND NO.** 106456454

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

Pedro Falcon Electrical Contractors, Inc., 31160 Avenue C, Big

BY THIS BOND (the "Bond"), We Pine Key, 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 One Million Nine Hundred Ninety Four Thousand Four Hundred Eighty Four And No/100  
\_\_\_\_\_ Dollars (\$ 1,994,484.00 \_\_\_\_\_) 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: Utility and Public Works Maintenance Facility Building \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Contract Date: March 29, 2016 \_\_\_\_\_

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

Section 00610

1 of 4

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)	Business Name and Address
_____	By: _____
(Witness)	

**WHEN THE PRINCIPAL IS A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:

_____	_____
(Witness)	Name and Address of Partnership
_____	By: _____
(Witness)	


WHEN THE PRINCIPAL IS A CORPORATION:


ATTEST:

(Corporate Seal)

Pedro Falcon Electrical Contractors, Inc.  
Name and Address of Corporation

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

By:   
President Christian Brisson

  
(Secretary)  
Christian Brisson, as Secretary

**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.



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# 2071831
Bk# 2791 Pg# 2348

Attorney-In Fact No. 225989

Certificate No. 006561383

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 17th day of November, 2015.

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 17th day of November, 2015, 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



**SECTION 00620  
PAYMENT BOND**

**BOND NO.** 106456454

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

Pedro Falcon Electrical Contractors, Inc.

BY THIS BOND (the "Bond"), We as 31160 Avenue C, Big Pine Key, FL 33043 (name, address, telephone no.) (305)872-2200 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 One Million Nine Hundred Ninety Four Thousand Four Hundred Eighty Four And 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: **Utility and Public Works Maintenance Facility Building**

Contract No.: \_\_\_\_\_

Contract Date: March 29, 2016

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 one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

**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.**



IN WITNESS WHEREOF, this instrument is executed this the 29<sup>th</sup> day of  
March, 2016.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness) (Individual Principal)

\_\_\_\_\_  
(Witness) (Business 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 Avenue 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)

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

**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.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.



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# 2071831
Bk# 2791 Pg# 2353

Attorney-In Fact No. 225989

Certificate No. 006561384

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 17th day of November, 2015.

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 17th day of November, 2015, 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