

RESOLUTION NO. 16-364

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING AN EMERGENCY PROCUREMENT APPROVED BY THE CITY MANAGER IN EXCESS OF \$20,000 AS ALLOWED UNDER SECTION 2-797(2) OF CITY'S CODE OF ORDINANCES, FOR THE PROCUREMENT OF ELECTRICAL SYSTEM INFRASTRUCTURE UPGRADES FOR WAHOO AND KINGFISH PIERS AT CITY MARINA AT GARRISON BIGHT TO KEYS ENERGY SERVICES (PROJECT GB1303) IN AN AMOUNT NOT TO EXCEED \$45,142.00; AUTHORIZING ANY NECESSARY BUDGET ADJUSTMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 16-144, the City Commission awarded the bid of Florida Keys Electric (FKE) for electrical upgrades at Wahoo and Kingfish Pier at City Marina (Project GB1303); and

WHEREAS, during the course of construction, it was determined that existing electrical infrastructure was not adequate to support the electrical upgrades, and that it was necessary for Keys Energy Services (KES) to upgrade the existing infrastructure to support the intended improvements; and

WHEREAS, the City Manager acted without delay, using emergency powers authorized under Section 2-797(2) of the City's Code of Ordinances, to authorize an emergency procurement in the

amount of \$45,142.00 to expedite the infrastructure repairs and upgrades by KES; and

WHEREAS, Section 2-797(2) of the City's Code of Ordinances requires the City Commission to ratify such emergency purchases at its next scheduled meeting; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: The City Commission, in accordance with Section 2-797(2) of the City of Key West Code of Ordinances, hereby ratifies an emergency procurement in the total amount of \$45,142.00 to Keys Energy Services for electrical infrastructure upgrades at Kingfish (\$26,331.00) and Wahoo (\$18,811.00) piers at City Marina at Garrison Bight.

Section 2: That funding for this expenditure is from the Garrison Bight Infrastructure Fund.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held
this 6th day of December, 2016.

Authenticated by the Presiding Officer and Clerk of the
Commission on 7th day of December, 2016.


Filed with the Clerk on December 7, 2016.

Mayor Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
FROM: Karen Olson, Port and Marine Services Deputy Director
DATE: November 10, 2016
SUBJECT: Ratify Emergency Procurement Award to Keys Energy System

ACTION STATEMENT:

Staff requests Emergency Procurement ratification for contract awarded to Keys Energy Services (KES) and payment in the amount of \$45,142 pursuant to Sec. 2-797 of the City of Key West Code of Ordinances executed by the City Manager on November 9, 2016.

BACKGROUND:

The electrical systems located on both Wahoo and Kingfish Pier at City Marina at Garrison Bight are in poor condition due to age and exposure to the marine environment. The systems are functioning but are near the end of their useful life. Wahoo and Kingfish Piers consist of a mixture of live-aboard (8), transient (39), and pleasure (52) boaters. This project consists of upgrades to the existing electrical system at both piers including, but not limited to, conduits, wiring, vaults, panels, housings, and power pedestals.

The project requires the contractor to prepare a complete set of design and permit drawings stamped by the Contractor's Designated Engineer of Record who must be a licensed professional engineer in the State of Florida. The design must meet all applicable building, electrical, and fire safety codes. Additionally the contractor must coordinate with Keys Energy as necessary to provide metered electrical service(s) to the proposed installation(s).

ITB #005-16 was advertised in January 2016 seeking bids from qualified individuals or firms to complete upgrades to the existing electrical system at Wahoo & Kingfish Piers.

PURPOSE & JUSTIFICATION:

Resolution #16-144 awarded a design/build contract for electrical upgrades to Wahoo and Kingfish Piers located at the City Marina at Garrison Bight to Florida Keys Electric, Inc. The project is intended to upgrade the electrical system to accommodate larger vessels at these piers.

Key to the Caribbean - Average yearly temperature 77° F.

MEMORANDUM

Staffs initial coordination with KES, prior to award, indicated the existing infrastructure was adequate to support the proposed electrical upgrades. During design staff again coordinated with KES at which time it was determined that upgrading the existing infrastructure to support the intended improvements would be needed because of final load calculations and age of existing equipment.

The KES upgrades will provide a pole mount 3-phase transformer to service Wahoo Pier at \$18,811 and a new pad mount 3-phase transformer to service Kingfish Pier at \$26,331, thus allowing the intended design to proceed accommodating the electrical needs of the larger vessels located at these piers. The total proposal from KES is in the amount of \$45,142 for infrastructure upgrades to both piers. These upgrades have created a deductive change to FKE's contract for deleting 150lf of conduit, conductors and excavation in the amount of \$12,882.

The Emergency Procurement was used to expedite the timing of the process, NOT because of an emergency structural or life safety situation.

FINANCIAL IMPACT:

The total cost for the infrastructure upgrades will be \$45,142 and will come from the City Marina at Garrison Bight Infrastructure Fund. The deductive change of \$12,882 to FKE's contract and delaying the Bonefish/Bonita/Amberjack Piers Assessment project until FY17-18 will financially support these upgrades.

RECOMMENDATION:

Staff recommends ratification of funds to Keys Energy Services in the amount of \$45,142 pursuant to Sec. 2-797, Emergency Procurement for existing infrastructure upgrades at the City Marina at Garrison Bight.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EMERGENCY DECLARATION

To: Jim Scholl, City Manager

From: Karen Olson, Deputy Port and Marine Services Director

Effective Date: November 9, 2015

Action Statement: Request approval of Jim Scholl, City Manager, to award the emergency procurement of utility service upgrades for City Marina at Garrison Bight to Keys Energy Services (KES) in the amount not to exceed \$45,122.

Ordinance:

Pursuant to Subpart A, Chapter 2, Article VII, Division 3, Subdivision 2, Sec. 2-797 of the City of Key West Code of Ordinances, the Emergency Procurement procedure the City Manager may make emergency procurement to approve contractual services where the cost exceeds \$20,000 when there exists a present threat to public health, property, and safety or other substantial loss to the City.

Justification:

Resolution #16-144 awarded a design/build contract for electrical upgrades to Wahoo and Kingfish Piers located at the City Marina at Garrison Bight. The project is intended to upgrade the electrical system to accommodate larger vessels at these piers.

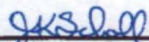
Staffs initial coordination with KES, prior to award, indicated the existing infrastructure was adequate to support the proposed electrical upgrades. During design staff again coordinated with KES at which time it was determined that the existing infrastructure would not support the intended improvements. This determination has stalled design and the project until infrastructure upgrades can be made.

The KES upgrades will provide a pole mount 3-phase transformer to service Wahoo Pier at \$18,811 and a new pad mount 3-phase transformer to service Kingfish Pier at \$26,331, thus allowing the intended design to proceed accommodating the electrical needs of the larger vessels located at these piers. The total proposal from KES is in the amount of \$45,142 for infrastructure upgrades to both piers.

KES is the only source to provide these proposed services.

Recommendation:

Staff recommends Jim Scholl, City Manager to award Keys Energy Services the electrical infrastructure upgrades at the City Marina in the amount not to exceed \$45,142 on an emergency procurement basis. Upon approval a purchase order will be issued to initiate the upgrades.


City Manager Signature

09 Nov 2016
Date

Key to the Caribbean - Average yearly temperature 77° F.

MEMORANDUM

Utility Board of the City Of Key West, Florida

Customers Page

Summarization of Estimated Costs

FISCAL YEAR 2016



(305) 295-1000
 1001 James Street
 PO Box 6100
 Key West, FL 33040-6100
 www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

Project Name: KINGFISH PIER-CITY OF KEY WEST

ER #: _____

Date: 8/3/2016

The Following Summarizes Costs Involved with this Project

KEYS Responsible for Entire Project:	
Cost of Underground Project	\$ 29,297
Affordable Housing Discount, If Applicable	-
Adjusted Project Cost	29,297
Credit Applied (Cost of Aerial Construction)	(2,966)
Amount Customer Will Reimburse KEYS	\$ 26,331

Customer/Developer Responsible for Trenching, Foundations & Manholes:	
Amount Customer Will Reimburse KEYS	\$ 7,170
Estimated Cost of Inspections	1,273
# of inspections <input type="text" value="7"/>	
Amount Customer Will Reimburse KEYS	\$ 8,442

Note: Customer is responsible for all costs associated with trenching, foundations, manholes, etc including fees charged by KEYS for inspections.

Please Note: This **estimate** has been prepared based upon current tariffs and are subject to change. KEYS will honor estimates as described in the contract. This estimate is based upon unit costs with estimated quantities. Should the actual quantities vary from the estimated quantities, overall costing will change accordingly. However, once unit costs are locked in [per the agreement] they will not change.

Terrence Justice

From: Klausing, Phil <Phil.Klausing@KeysEnergy.com>
Sent: Thursday, July 14, 2016 9:41 AM
To: Terrence Justice
Subject: WAHOO PIER

Terrance,

The proposed estimated cost for Wahoo Pier is \$18,811.07. This is for a Pole Upgrade and line extension for 3-phase power. Keys Energy will not extended 3-phase across North Roosevelt but have secondary wire crossing to your riser which will save the City money. I would like to meet you site and show you the scope of work. It has changed to city's benefit when it comes to dollars when we met earlier in the week. Let me know when you are available so we can meet.

Thanks

Terrence Justice

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Sent: Thursday, July 14, 2016 9:41 AM
To: Terrence Justice
Subject: WAHOO PIER

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Thanks

Utility Board of the City Of Key West, Florida

Customers Page

Summarization of Estimated Costs

FISCAL YEAR 2016



(305) 295-1000
1001 James Street
PO Box 6100
Key West, FL 33040-6100
www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

Project Name: KINGFISH PIER-CITY OF KEY WEST

ER #: _____

Date: 8/3/2016

The Following Summarizes Costs Involved with this Project

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Amount Customer Will Reimburse KEYS	\$ 7,170
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# of Inspections	<input type="text" value="7"/>
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Note: Customer is responsible for all costs associated with trenching, foundations, manholes, etc. including fees charged by KEYS for inspections.

Please Note: This **estimate** has been prepared based upon current tariffs and are subject to change. KEYS will honor estimates as described in the contract. This estimate is based upon unit costs with estimated quantities. Should the actual quantities vary from the estimated quantities, overall costing will change accordingly. However, once unit costs are locked in [per the agreement] they will not change.

WORK CHANGE DIRECTIVE

No. One (1)

PROJECT: Wahoo & Kingfish Piers Electrical Upgrades #GB1303

DATE OF ISSUANCE: November 9, 2016

EFFECTIVE DATE: November 9, 2016

OWNER: City of Key West

OWNER's Contract No.: GB1303/ ITB #005-16

CONTRACTOR: Charlie Florida Keys Electric Inc.

ENGINEER:

You are directed to proceed promptly with the following change(s):

Description: Provide deduct on labor, equipment & material to delete 150LF of conduit, conductors and excavation from project scope

Purpose of Work Change Directive: To provide a LUMP SUM - DEDUCT price

Attachments: Florida Keys Electric, Inc. deductive proposal dated August 18, 2016.

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price: Lump Sum - Deduct

Method of determining change in
Contract times: N/A

Delete 150lf material, labor & equipment (\$12,882.32)

Contractor's Records: N/A

A deductive change order will be issued to PO #82050

Engineer's records: N/A

Other: Raymond Vasquez

Estimated increase in Contract Times: NONE

Estimated increase in

Contract Price: NONE (DEDUCT)

AUTHORIZED BY:

Karen Olson
Deputy Director



Authorized Signature

EJCD-C No. 1910-8-F (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

Florida Keys
ELECTRIC INC.

Subcontract Change Order
No. 002

Project: Florida Keys Electric, Inc.
Kingfisher Pier 5730 2nd Avenue
Garrison Bight Marina Key West, FL 33040
Key West, Florida 33040 Office: 305-296-4028 Fax: 305-296-9283

August 18, 2016

To: Subcontractor/Vendor

Contract Date: N/A
Contract No.: N/A
Change Order No.: 002

Scope of Work: Labor, tools, equipment, and material to delete ~150 LF of conduit, conductors, and excavation from scope of work to accommodate placing new KES pad mounted transformer at headend of Kingfisher Pier

The contract is hereby revised by the following items:

Material:						\$ (4,196.30)
Labor						\$ (8,686.32)

The original contract value was: \$
The net change by previously authorized Change Orders is \$
The Contract Value prior to this Subcontract Change Order was \$
The Contract Value will be changed by this Subcontract Change Order in the amount of \$ (12,882.62)
The new Contract Value including this Subcontract Change Order will be \$
The Contract duration will be changed by 0 Days

Please sign and return all copies to our office within 7 days. After our signature, a copy will be returned to you.

City of Key West
Kingfisher Pier
1801 North Roosevelt Blvd
Key West, Florida

Terrence Justice

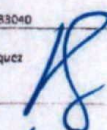
Signature: 

Title: Project Engineer

Date: 11/10/16

SUBCONTRACTOR/VENDOR

Florida Keys Electric, Inc.
5730 2nd Avenue
Key West, Florida 33040

By: Raymond Vazquez 

Signature:

Title: President

Date: 11/11/16

RESOLUTION NO. 16-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF FLORIDA KEYS ELECTRIC, INC. IN RESPONSE TO INVITATION TO BID (ITB) #005-16 FOR KINGFISH AND WAHOO PIERS ELECTRICAL UPGRADES AT THE CITY MARINA AT GARRISON BIGHT IN THE TOTAL AMOUNT OF \$567,890.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 25, 2016, two responsive bids were opened in response to ITB #005-16, with the lowest bid submitted by Florida Keys Electric, Inc.; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the bid of Florida Keys Electric, Inc. in response to ITB #005-16 is hereby awarded in the total amount of \$567,890.00 (\$542,890.00, plus an allowance of \$25,000.00 for permitting and utility coordination) for Kingfish and Wahoo Piers Electrical Upgrades.

Section 2: That funds for this project are budgeted in account 413-7551-575-6300.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of May, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 4th day of May, 2016.

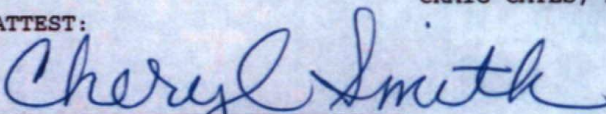
Filed with the Clerk on May 4, 2016.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

CONTRACT

This Contract, made and entered into this 12th day of 2016, by and between the City of Key West, hereinafter called the "Owner", and Florida Keys Electric, Inc., hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #005-16 WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES GB1303, Key West, Florida to the extent of the Bid made by the Contractor, dated the 23rd day of February 2016, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within one hundred and eighty (180) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$750.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractor's warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

13th day of May, A.D., 2016.

CITY OF KEY WEST

Signature: J. K. Scholl

Printed: J. K. SCHOLL

Title: CITY MANAGER

FLORIDA KEYS ELECTRIC, INC.

Signature: Raymond Varquez

Printed: Raymond Varquez

Title: President

Approved as to Form [Signature]
Attorney for Owner



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
FROM: Doug Bradshaw, Director of Port and Marine Services
CC: Sarah Spurlock, Assistant City Manager
Greg Veliz, Assistant City Manager
DATE: April 1, 2016
SUBJECT: Award of ITB #005-16 Wahoo and Kingfish Piers Electrical Upgrades

ACTION STATEMENT:

Resolution approving the award for Invitation to Bid (ITB) #005-16 - Wahoo & Kingfish Piers Electrical Upgrades to Florida Keys Electric, Inc. in the amount of \$542,890 plus allowances for permit and utility fees estimated at \$25,000 for a total not to exceed \$567,890.

BACKGROUND:

The electrical systems located on both Wahoo and Kingfish Pier at City Marina at Garrison Bight are in poor condition due to age and exposure to the marine environment. The systems are functioning but are near the end of their useful life. Wahoo and Kingfish Piers consist of a mixture of live-aboards (8), transient (39), and pleasure (52) boaters. This project consists of upgrades to the existing electrical system at both piers including, but not limited to, conduits, wiring, vaults, panels, housings, and power pedestals. The project also requires the contractor to prepare a complete set of design and permit drawings stamped by the Contractor's Designated Engineer of Record who must be a licensed professional engineer in the State of Florida. The design must meet all applicable building, electrical, and fire safety codes. Additionally the contractor must coordinate with Keys Energy as necessary to provide metered electrical service(s) to the proposed installation(s).

ITB #005-16 was advertised on January 11, 2016 seeking bids from qualified individuals or firms to complete upgrades to the existing electrical system at Wahoo & Kingfish Piers.

Two (2) responses were received on February 25, 2016:

1. Florida Keys Electric, Inc. - \$617,890*
2. Douglas N. Higgins, Inc. - \$797,000*

Key to the Caribbean – Average yearly temperature 77° F.

WARRANTY BIDDING

*Both bids originally included allowances of \$75,000. The allowances included a construction allowance (unforeseen conditions) \$50,000, estimated permit allowance of \$15,000, and estimated utility allowance of \$10,000. Staff has chosen to remove the unforeseen conditions allowance and only award based on the base bid plus the permit and utility allowance.

Both bids were reviewed and determined to be responsive to the ITB.

PURPOSE & JUSTIFICATION:

As stated above, the electrical systems are functioning but are in poor condition and are near the end of their useful life based on discussions with a professional electrician. The contractor will provide a full design and furnish all materials, equipment and labor necessary to provide a complete and serviceable project.

FINANCIAL IMPACT:

The base bid from Florida Keys Electric, Inc. is \$542,890. With estimated allowances of \$25,000 the total bid is \$567,890. The allowances included a permit allowance (\$15,000) and utility allowance (\$10,000). The permit and utility allowance will be billed at actual cost with no markup, overhead, or profit applied. The budget for this project was estimated at \$548,000 and is in account 413-7551-575-6300. Any shortfall will be taken from the live-aboard domestic booster pump main water line capital project which was estimated at \$125,000. Staff has by adding individual booster pumps to the 2-story floating structures/house boats resolved the water pressure issues at a cost of approximately \$200 each.

RECOMMENDATION:

Staff recommends approving the award for Invitation to Bid (ITB) #005-16 - Wahoo & Kingfish Piers Electrical Upgrades to Florida Keys Electric, Inc. in the amount of \$542,890 plus allowances for permit and utility fees estimated at \$25,000 for a total not to exceed \$567,890



THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #1
Wahoo & Kingfish Piers Electrical Upgrades
Invitation to Bid: ITB 005-16
February 18, 2016

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Attached to this coversheet is Addendum #1, dated February 18, 2016 which does not change the bid due date, includes the sign-in sheet for the mandatory pre-bid site visit, and answers questions posed by prospective bidders.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum No. 1 in their proposal or by submitting the signed Addendum No. 1 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature _____

Florida Keys Electric, Inc.
Name of Business

Base Bid:

Design & Permit Drawings and Documents for Kingfish Pier Electrical Upgrades	(Lump Sum)	<u>\$34,978.00</u>	(1)
Design & Permit Drawings and Documents for Wahoo Pier Electrical Upgrades	(Lump Sum)	<u>\$34,978.00</u>	(2)
Electrical Upgrades for Kingfish Pier including Panels K, K1 and K2.	(Lump Sum)	<u>\$167,277.00</u>	(3)
Electrical Upgrades for Wahoo Pier including Panels W, W1, W2, W3	(Lump Sum)	<u>\$305,657.00</u>	(4)
Construction Allowance	(Lump Sum)	<u>50,000.00</u>	(5)
Permit Allowance	(Lump Sum)	<u>15,000.00</u>	(6)
Utility Fee Allowance	(Lump Sum)	<u>10,000.00</u>	(7)

Total Bid: \$617,890.00 (8)
Sum of (1) through (7) inclusive

Six Hundred Seventeen Thousand Eight Hundred Ninety Dollars and Zero Cents

Total Bid Written in Words has precedence (Basis of Award)

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by work and material type and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the supplier's invoice plus 10%.

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

Please see attached Schedule of Values

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 1 of 1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

Wahoo Pier

Job #

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Administrative / Meetings	9,850.00	0.00	0.00		0.00	0%	9,850.00	0.00
3	50% Drawings	20,162.00	0.00	0.00		0.00	0%	20,162.00	0.00
4	90% Drawings	7,408.00	0.00	0.00		0.00	0%	7,408.00	0.00
5	100% Drawings	5,403.00	0.00	0.00		0.00	0%	5,403.00	0.00
6	Final Record Drawings	2,005.00	0.00	0.00		0.00	0%	2,005.00	0.00
7	Mobilization	17,032.00	0.00	0.00		0.00	0%	17,032.00	0.00
8	Service / distribution equipment	79,645.00	0.00	0.00		0.00	0%	79,645.00	0.00
9	Service / distribution equipment installation	70,404	0.00	0.00		0.00	0%	70,404.00	0.00
10	Service / distribution feeders, pull boxes & termination	117,470.00	0.00	0.00		0.00	0%	117,470.00	0.00
12	Receptacle Replacement	11,256.00	0.00	0.00		0.00	0%	11,256.00	0.00
13			0.00	0.00		0.00	0%	0.00	0.00
14			0.00	0.00		0.00	0%	0.00	0.00
15			0.00	0.00		0.00	0%	0.00	0.00
16			0.00	0.00		0.00	0%	0.00	0.00
17			0.00	0.00		0.00	0%	0.00	0.00
18			0.00	0.00		0.00	0%	0.00	0.00
19			0.00	0.00		0.00	0%	0.00	0.00
20			0.00	0.00		0.00	0%	0.00	0.00
21			0.00	0.00		0.00	0%	0.00	0.00
23			0.00	0.00		0.00	0%	0.00	0.00
24			0.00	0.00		0.00	0%	0.00	0.00
	GRAND TOTALS	\$340,635.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$340,635.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 1 of 1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

Kingfisher Pier

Job #

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
1	Administrative / Meetings	9,850.00	0.00	0.00		0.00	0%	9,850.00	0.00
3	50% Drawings	20,162.00	0.00	0.00		0.00	0%	20,162.00	0.00
4	90% Drawings	7,408.00	0.00	0.00		0.00	0%	7,408.00	0.00
5	100% Drawings	5,403.00	0.00	0.00		0.00	0%	5,403.00	0.00
6	Final Record Drawings	2,005.00	0.00	0.00		0.00	0%	2,005.00	0.00
7	Mobilization	10,113.00	0.00	0.00		0.00	0%	10,113.00	0.00
8	Service / distribution equipment	29,835.00	0.00	0.00		0.00	0%	29,835.00	0.00
9	Service / distribution equipment installation	25,397.00	0.00	0.00		0.00	0%	25,397.00	0.00
10	Service / distribution feeders, pull boxes & termination	92,082.00	0.00	0.00		0.00	0%	92,082.00	0.00
12			0.00	0.00		0.00	0%	0.00	0.00
13			0.00	0.00		0.00	0%	0.00	0.00
14			0.00	0.00		0.00	0%	0.00	0.00
15			0.00	0.00		0.00	0%	0.00	0.00
16			0.00	0.00		0.00	0%	0.00	0.00
17			0.00	0.00		0.00	0%	0.00	0.00
18			0.00	0.00		0.00	0%	0.00	0.00
19			0.00	0.00		0.00	0%	0.00	0.00
20			0.00	0.00		0.00	0%	0.00	0.00
21			0.00	0.00		0.00	0%	0.00	0.00
23			0.00	0.00		0.00	0%	0.00	0.00
24			0.00	0.00		0.00	0%	0.00	0.00
GRAND TOTALS		\$202,255.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$202,255.00	\$0.00

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Wade Trim Engineering
Name
8745 Henderson Road, Tampa, Florida, 33634
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

SURETY

FCCL Insurance Company whose address is

6300 University Parkway, Sarasota, Florida, 34240
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Florida Keys Electric, Inc doing business at

5730 2nd Avenue, Key West, Florida, 33040
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Raymond Vazquez President

Caroline Vazquez Vice President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2016.

Signature of Bidder


Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 23rd day of February 2016.

(SEAL)

Florida Keys Electric, Inc.
Name of Corporation

By Raymond Vazquez 

Title President

Attest 
Secretary

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Florida Keys Electric, Inc.

5730 2nd Avenue, Key West, FL 33040

hereinafter called the PRINCIPAL, and FCCI Insurance Company

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

having its principal place of business at 6300 University Parkway, Sarasota, FL 34240

in the State of Florida

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

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted
DOLLARS (\$5% of Bid Proposal Submitted) for the payment for which we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Cemetery
Mausoleums, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for
the furnishing of all labor, materials (except those to be specifically furnished by the CITY),

equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

WAHOO & KINGFISH PIERS ELECTRICAL UPGRADES GB1303

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

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

Signed and sealed this 19th day of February, 2016.

PRINCIPAL

Florida Keys Electric, Inc.

By [Signature]

FCCI Insurance Company
SURETY

By [Signature]
Attorney-In-Fact & FL Res Agent
William L. Parker

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *pf Raymond Vazquez*

Sworn and subscribed before me this 22nd day of February, 2016.

NOTARY PUBLIC, State of Florida at Large *TJG*

My Commission Expires:



.....

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the [Corporation]) does make, constitute and appoint:

William L. Parker

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$2,500,000):

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213062

Arlene Cueman
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213062

Arlene Cueman
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 19th day of February, 2016

Thomas A. Koval
Thomas A. Koval, Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary

EXPERIENCE OF BIDDER

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

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

Stock Island Marina Village [Service entrance and distribution for floating
Docks with associated service entrance equipment, distribution equipment
feeders, grounding G-GC cable installation, and pedestal installation]

Owner: Longstock II, LLC

7009 Shrimp Road

Key West, Florida

Cost: \$1,203,780.00

Engineer: Weiler Engineering Corporation

Michael J. Giardulo

Phone: 941-565-1700

Please see attached Resume

Florida Keys ELECTRIC INC.

Business History

Established in 1988, Florida Keys Electric Inc. is a premier Electrical Contractor providing electrical, low voltage, and fire alarm services throughout Key West and the Florida Keys. Raymond Vazquez, President and Owner of Florida Keys Electric, Inc., has been licensed and insured for over 27 years specializing in commercial and residential construction projects along with local services for private home and business owners. Florida Keys Electric, Inc. is DBE certified and currently holds an SBA certification. As a progressive organization providing all aspects of commercial, residential, industrial and underground electrical contracting, the company has recognized profitable growth by maintaining a reputation of quality and excellence with multiple repeat clients.

List of current, recently completed and past contracts:

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
Hawks Cay Resort	Renovation	PWI Construction, Inc.
Oceanside Marina	Rebuild	Botsford Builders
Seven Fish	Restaurant	Burke Construction, Inc.
Key West City Hall	Rebuild	Burke Construction, Inc.
Keys Energy Services Administration Building	Renovation	Biltmore Construction, Inc.
Grand Key Doubletree Resort	Hotel Renovation	Reliance Construction, Inc.
Florida Keys Aqueduct Authority	Commercial	Charley Toppino & Sons, Inc.
73 rd Street Affordable Housing	Resident Homes	Heritage Construction, Inc.
Naval Air Station Key West	Gate Renovations	Sea Tech of the Florida Keys, Inc.
Pump Station F	Pump Station	Charley Toppino & Sons, Inc.
NAS Key West	Electronic Gate Access	Sea Tech, Inc.
Studios of Key West	Renovation	D.L. Porter Constructors, Inc.
City of Key West Fire Station #2	New Fire Station	D.L. Porter Constructors, Inc.
GAP	Retail Store Renovation	Weekes Construction

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
TJ Maxx	Retail Store Renovation	Tenant Build, Inc.
Crown Plaza La Concha	Complete Renovation Lobby, New Spa, New Starbucks, New Wino O Bar, New Juice Bar, Pool Bar	Complete Property Services
CVS Duval	Renovation	GLR Constructors
Hotel Collection Sites A, B, C, & D	Hotel (Commercial)	Civic, Frazee, Advent, & JL Woode
Navy Mole Pier	Electrical Distribution For Naval Ships	City of Key West
Navy Outer Mole	CCTV	Florida Keys Electric
Ocean Beach Resort	Hotel Commercial	W. Barnett Enterprises
JIATFS	Elevator	Kaiser Kane
RHN Dentist Office	New Dental Office	Marino Construction
USCG – Marathon Rehab	Renovation	Nelco Construction
Five Guys Burger	Restaurant	Winesett-Hill Construction
Island City Flying Service	Private Airport	D.L. Porter Constructors, Inc.
Boy Scout Camp Sawyer	Commercial	Charley Toppino & Sons
KW Botanical Gardens	Commercial	Marion Construction
FKCC	Florida College Dorms	Sikon Construction
Poinciana Royale	AIDS Housing Project	Coastal Construction
Horace O Bryant	Middle School	Coastal Construction
The Galleon Resort	Hotel Resort	D.L. Porter Constructors, Inc.
El Rancho Motel	Hotel (Commercial)	D.L. Porter Constructors, Inc.
Holiday Inn Express	Hotel (Commercial)	Marino Construction
KW Convalescent Center	Resident Homes	D.L. Porter Constructors, Inc.
KWIA Noise Insulation	Residential Homes	H.I.P.P. Industries

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
KW International Airport	Airport Commercial	Morganti Group
Marathon Airport	Airport Commercial	Morganti Group
Tortuga West	Residential	Salinero Enterprises
Little Palm Island	Resort	Frank Dovelle Const
618 Caroline St.	Residential	Gary the Carpenter
810 & 812 Terry Ln.	Residential	Gary the Carpenter
Casa Alante	Resort Homes	Gary the Carpenter
Naval Base Veteran's	Hospital	Gary the Carpenter
Marquesa Court Homes	Residential	Homes of Distinction
Southernmost on the Bch	Resort	D.L. Porter Constructors, Inc.
Lower Keys Medical	Hospital	M.J. Harris, Inc.
Truman Hotel	Hotel	D.L. Porter Constructors, Inc.
Truman Annex	Fitness Center	BRPH
Road Modification	Road Modification	DTC Engineers
Sheriff's Office	Crime Lab	Sea Tech, Inc
Base Ops Facilities	Operation Facilities	Sauer, Inc
Hurricane Wilma Repairs	Government Buildings	Sauer, Inc
Naval Base Pistol Range	Pistol Range	Sauer, Inc
Marine Ops Facilities Temporary Building	Operation Facilities	Sauer, Inc.
Sigsbee Naval Base Gas Station	Fuel Station	Sauer, Inc.
Boca Chica Gymnasium	Gymnasium	Sauer, Inc.
Sigsbee Naval Base	Lounge	NAS Sigsbee Sunset Lounge
Ocean Key House Phase 1, 2 & 3	Rooms/Spa	Frank Dovelle Construction

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
Santa Maria	Condominiums	D.L. Porter Constructors, Inc.
Key West International	Hanger Development	D.L. Porter Constructors, Inc.
Old Mariners Hospital	Hospital	D.L. Porter Constructors, Inc.
Fishermen's Hospital	Hospital	D.L. Porter Constructors, Inc.
Walgreen's	Drug Store (Duval)	Suncom Inc.
Hyatt Beach Front Resorts	Condominiums	Welbro Constructors
Monroe County Courthouse	Government Building	D.L. Porter Constructors, Inc.
National Weather Service	NOAA Weather Station	Rovel Construction
Price Building	Office Complex	TPS, Inc.
Miami Subs	Restaurant	EG Braswell Construction
Morrison Sales & Service	Car Dealership	D.L. Porter Constructors, Inc.
Fisherman's Port	Restaurant	Salinero Enterprises
Champs Sports	Retail Store	Montgomery Development
Lester Building	Government Building	D.L. Porter Constructors, Inc.
Silver Eagle	Distribution Facility	D.L. Porter Constructors, Inc.
Natural Food Mkt.	Health Care Store	KAWA Construction
Pier House	Hotel	Island Angles
Shell Stations	Gas Station	EG Braswell Construction
Spottswood Companies	Office Complex	KAWA Construction
Key West Brewery & Bottling Plant	Brewery	Redco Construction
Stock Island Shops	Shops/Bank/Radio Station	Keystar, Inc.
Boater's World /Ritz Camera	Retail Store	TRB Construction, Inc.
Ross Dress for Less	Retail Store	Jayeff Construction Corp.

<u>Project:</u>	<u>Project Description:</u>	<u>General Contractor:</u>
Roy's Trailer Park	Trailer Park	Roy Stone
Marine Bank	Financial Institution	Kawa Construction, Inc.
Key Cove Phase I	Housing Development	DL Porter Constructors
Key Cove Phase II	Housing Development	HTM, Inc
Truman Annex	NAS Secured Warehouse	Harry Pepper & Associates
Pier House Phase 6&7	Hotel	HTM, Inc
Winn Dixie	Retail Liquor Store	Toppino Construction Co.
KW Public Safety	Police Station	D.L. Porter Constructors, Inc.
KW Ferry Terminal	Ferry Station	D.L. Porter Constructors, Inc.
Sheriff's Hanger	Sheriff's Substation	D.L. Porter Constructors, Inc.
Old Mariners Hospital	Sheriff's Substation	D.L. Porter Constructors, Inc.
Hard Rock Café	Restaurant	Salinero Enterprises
Sunset Marina	Marina	Bellingham Marine
Key Lodge Motel	Motel	Mike J Marino, Inc.
Perry's Seafood	Restaurant	KAWA Construction
Denny's	Restaurant	Michael J. Marino, Inc.
Noble House	Condominiums	Ocean Key House
Fairfield Inn (New & Old)	Hotel (Commercial)	Reliance Inc.
Silver Palms Hotel	Hotel (Commercial)	D.L. Porter Constructors, Inc.
Atlantic Shores	Resort	D.L. Porter Constructors, Inc.
JIATIF UPS	UPS Install	ELCI
Pier House (Spa, Restaurant, Bar)	Hotel (Commercial)	Mingo & Co.
La Concha (Pool, Lobby, Spa, Wine bar, Starbucks)	Hotel (Commercial)	Complete Property Services

References:

John Gonzalez	Hotel Collection	843- 696-4344
Chuck Williams	ADVENT, PDS	404-365-4825
Brian Botsford	Botsford Builders	305-743-9644
John O' Connor	Biltmore Construction	727-585-2084
Pritam Singh	Singh Co	305-481-6301
Mike J Marino	Marino Construction	239-910-2132
Terry Justice	City of Key West	305-809-3943
Elias Bichachi	E.L.C.I Construction Group, Inc.	305-891-7990
Steve Hall	Nelco Construction	813-237-2785
Brian French	Sikon Construction	954-354-8338
Marshall White	D.L. Porter Constructors, Inc.	941-929-9400
Lee Bazile	Bellingham Marine	904-358-3362
Gary Loer	D.L. Porter Constructors, Inc.	941-929-9400
Karl Walters	KAWA Construction	305-294-8146
Steve Zeamer	Rovel Construction	305-509-1523
Michael Ingram	MB Ingram Architect	305-292-7722
Fred Salinero	Salinero Enterprises	305-294-7618
John Fugo	Montgomery Development	919-969-7301
Marc Fernandez	Harry Pepper & Associates	904-721-3300
Larry Bleil	Keystar, Inc.	305-304-3623
Maradith Jones	TRB Construction, Inc.	561-340-3454
Ken Schloesser	Jayeff Construction Corp.	732-223-5320
Frank Dovel	Frank Dovel Construction	305-395-0049

References:

Gary Burchfield	Gary the Carpenter	305-292-0261
Pat Cartwright	Sauer, Inc	904-334-4461
David Moran	Sea Tech, Inc.	305-872-0888
Tony Tarnowski	DTC Engineers & Constructors	203-239-4200
Kurt Lewin	First State Bank	305-296-8535
Jack Spottswood	Spottswood Company	305-294-9956
Erica Hughes	Spottswood Company	305-294-9556
Terri Spottswood	Truman Company	305-587-3407
Mark Todaro	Centennial Bank	305-292-3852
Gary Loer	D.L. Porter	941-929-9400
Tracey Bruce	Morganti Group	772-233-2101
Jim Peace	Morganti Group	561-689-0200
Peter Horton	Key West Airport	305-304-0063
Mickey Johnson	Complete Property Services	727-793-9777
Dave Hartman	GLR Construction	239-834-7555
Liz Newland	Singh Co.	305-481-6301
Fred Griner	Reliance Construction Co, LLC	561-613-8769

Credit References:

Craig Cowan	ESI	305-702-6001
Ivan Gonzalez	Graybar	305-520-4800
Emily Katz	Raybro	305-294-3794

ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
[Handwritten Signature]

Sworn and subscribed before me this 23rd day of February, 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

[Handwritten Signature]



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

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

1. This sworn statement is submitted with Bid or Proposal for Wahoo and Kingfisher Pier
Electrical Upgrade City of Key West ITB 005-16 #GB1303

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

whose business address is 5730 2nd Avenue
Key West, Florida 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
65-0053891

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

3. My name is Raymond Vazquez
(please print name of individual signing)

and my relationship to the entity named above is President

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature) February 23, 2016
(date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Raymond Vazquez who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 23rd day of February, 2016.

My commission expires:

(signature)
NOTARY PUBLIC



INDEMNIFICATION

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

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

CONTRACTOR: Florida Keys Electric, Inc.

SEAL:



5730 2nd Avenue
Address

[Handwritten Signature]
Signature

Raymond Vazquez
Print Name

President
Title

DATE: February 23, 2016

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name Florida Keys Electric, Inc. Phone: 305-296-4028
Current Local Address: 5730 2nd Avenue Fax: 305-296-9283 (P.O Box num
Length of time at this address: 18 years

_____ Date: February 23, 2016 Signature of A
STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 23rd day of February, 2016.

By Raymond Vazquez, of Florida Keys Electric, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification FEIN 65-0053891 as
identification
(Type of identification)



Tammy Lee Garcia
Signature of Notary
Tammy Garcia
Type or Stamp Name of Notary
President
Title or Rank

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT


STATE OF Florida)
 : SS
COUNTY OF Monroe)

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

By:  _____

Sworn and subscribed before me this

23rd day of February, 2016.



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 1-3-17

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Monroe)

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

Sworn and subscribed before me this

23rd Day of February, 2016.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 1-3-17



Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's

Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Bid Form filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged (if applicable).
5. Subcontractors (if applicable) are named as indicated in the Proposal.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, one (1) original and two (2) USB drives, each containing a single complete PDF file.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bidder must provide satisfactory documentation of State Licenses
14. Anti-Kickback Affidavit.
15. Public Entity Crimes.
16. Local Vendor Certification.
17. Disclosure of Lobbying Activities.
18. Non-Collusion Declaration and Compliance.
19. Suspension and Debarment Certification.
20. Affidavit of Compliance 2-799 Equal Benefits for Domestic Partners
21. Affidavit of Compliance 2-773 Cone of Silence
22. City of Key West Indemnification Form
23. Schedule of Values

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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



LICENSE NUMBER: EC0002556

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

VAZQUEZ, RAYMOND
FLORIDA KEYS ELECTRIC INC
5730 2ND AVE.
KEY WEST FL 33040



ISSUED: 07/16/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407160001880