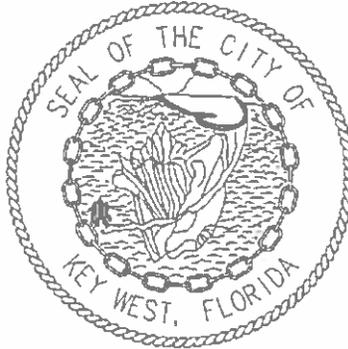


CONTRACT DOCUMENTS FOR:



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ITB # 17-012  
MOLE PIER  
PROTECTIVE ELECTRICAL RELAYS  
PROJECT #OM19001701

December 2016

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MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARGARET ROMERO

PREPARED BY:  
City Of Key West  
Engineering Services

COPY NO. 1

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

**BID FORM**

To: The City of Key West  
Address: 3126 Flagler Street, Key West, Florida 33041  
Project Title: MOLE PIER PROTECTIVE ELECTRICAL RELAYS OM19001701

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

Company Name: Florida Keys Electric, Inc.  
Contact Name & Telephone #: Raymond Vazquez / 305-296-4028  
Email Address: rvazquez@flkeyselectric.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

**CONTRACT EXECUTION AND BONDS**

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete work within 90 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

**Bid Form ITB 17-012**

City of Key West Project: OM19001701  
**Mole Pier Protective Electrical Relays**

**Base Bid:**

Protective Relays, supply, install, and program. Supply laptop computer for programming.	(Lump Sum)	(1)	<u>\$230,620.00</u>
Project & Site-specific Accident Prevention Plan (APP)	(Lump Sum)	(2)	<u>\$22,000.00</u>
Testing & Commissioning Plan	(Lump Sum)	(3)	<u>\$65,960.00</u>
<b><u>Total Bid:</u></b>		(4)	<u>\$318,580.00</u>
			Sum of (1) through (3) inclusive

**Three Hundred Eighteen Thousand Five Hundred Eighty Dollars and No Cents**  
*Total Bid Written in Words has precedence (Basis of Award)*

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

**Mole Pier Protective Electrical Relays - Project #OM19001701**

Job #

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1	Mobilization	9,560.00	0.00	0.00	0.00		0.00	0%	9,560.00	0.00
3	Switch Gear #1 Relay Replacement	132,182.00	0.00	0.00	0.00		0.00	0%	132,182.00	0.00
4	Switch Gear #2 Relay Replacement	62,538.00	0.00	0.00	0.00		0.00	0%	62,538.00	0.00
5	Switch Gera #3 Relay Replacement	32,148.00	0.00	0.00	0.00		0.00	0%	32,148.00	0.00
6	Switch Gear #4 Relay Replacement	16,192.00	0.00	0.00	0.00		0.00	0%	16,192.00	0.00
7	Switch Gear #1 Testing / Arc Flash Study	26,384.00	0.00	0.00	0.00		0.00	0%	26,384.00	0.00
8	Switch Gear #2 Testing / Arc Flash Study	19,788.00	0.00	0.00	0.00		0.00	0%	19,788.00	0.00
9	Switch Gear #3 Testing / Arc Flash Study	13,192	0.00	0.00	0.00		0.00	0%	13,192.00	0.00
10	Switch Gear #4 Testing / Arc Flash Study	6,596	0.00	0.00	0.00		0.00	0%	6,596.00	0.00
11			0.00	0.00	0.00		0.00	0%	0.00	0.00
12			0.00	0.00	0.00		0.00	0%	0.00	0.00
16			0.00	0.00	0.00		0.00	0%	0.00	0.00
19			0.00	0.00	0.00		0.00	0%	0.00	0.00
<b>GRAND TOTALS</b>		<b>\$318,580.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$318,580.00</b>	<b>\$0.00</b>

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:

Electric Power Systems Testing & Engineering

Name

3806 Caboose Place, Sanford, Florida, 32771  
Street City State Zip

Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

SURETY

\_\_\_\_\_ InSource \_\_\_\_\_ whose address is  
9500 S Dadeland Blvd. Suite 400 , Miami , Florida . 33156  
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:

_____ <u>Raymond Vazquez</u> _____	_____ <u>President</u> _____
_____	_____
_____	_____
_____	_____
_____	_____





**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ 5% of Bid Proposal Submitted

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.

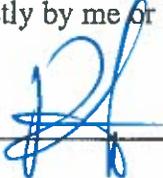
THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Design-Build MOLE PIER PROTECTIVE ELECTRICAL RELAYS, 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



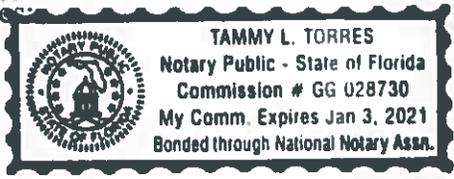
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this 22<sup>nd</sup> day of December, 2016

NOTARY PUBLIC, State of Florida at Large 

My Commission Expires:



\* \* \* \* \*

More than a policy. A promise.

**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 F Kleis, William L Parker, Davor I Mimica, Ileana M Bauza, Eduardo A. Menendez

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 \$5,000,000): **\$5,000,000.00**

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 22<sup>ND</sup> day of September, 2011.

Attest: Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company



Thomas A. Koval  
Thomas A. Koval Esq., EVP, Chief Legal Officer,  
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: 9/25/2020

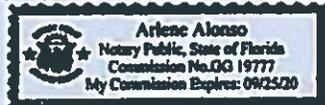


Arlene Alonso  
Notary Public

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: 9/25/2020



Arlene Alonso  
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 22 day of December, 2016

Thomas A. Koval  
Thomas A. Koval, Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary



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.

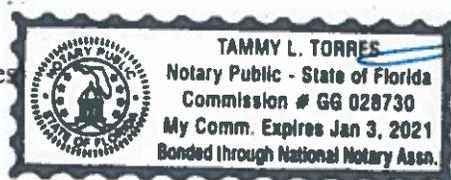
By: \_\_\_\_\_

*Raymond Vazquez*

Sworn and subscribed before me this 27th day of December, 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires



\*\*\*\*\*

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

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

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_  
Mole Pier Protective Electrical Relays OM19001701

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 N/A

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 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)   
(date) 12/27/2016

STATE OF Florida

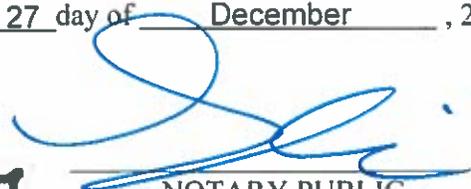
COUNTY OF Monroe

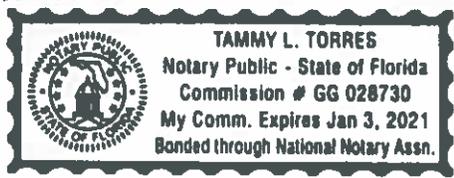
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 27 day of December, 2016.

My commission expires:

  
NOTARY PUBLIC



**INDEMNIFICATION**

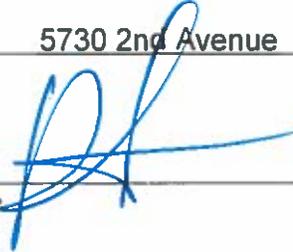
To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's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

  
Signature

Raymond Vazquez  
Print Name

President  
Title

DATE: 12/27/2016

**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 Florida 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.

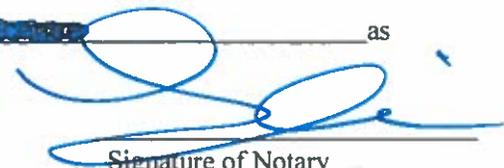
Business Name Florida Keys Electric, Inc. Phone: 305-296-4028  
Current Local Address: 5730 2nd Avenue Fax: 305-296-9283 (P.O Box num  
Length of time at this address: 28 Years  
Date: 12/27/2016 Signature of A

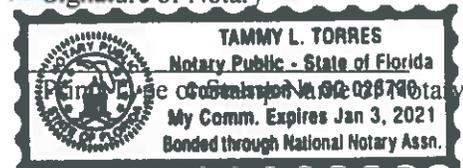
STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 28th day of December, 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 \_\_\_\_\_ as  
identification  
(Type of identification)





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

Title or Rank

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

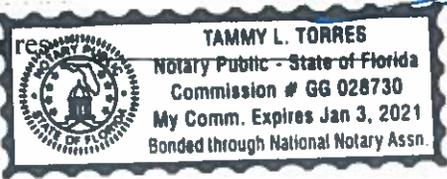
STATE OF Florida )  
: SS  
COUNTY OF Monroe )

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  
27th day of December, 2016.

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

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

