

### **BID FORM**

To: City of Key West, Florida  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **MOBILE GENERATOR INSTALLATION  
KEY WEST BIGHT FERRY TERMINAL**  
Project No.: ITB #20-004

Bidder's person to contact for additional information on this Bid:

Company Name: Nearshore Electric, Inc  
Contact Name & Telephone #: Jeffery Kirk (305) 294-3991  
Email Address: Nearshore @ Bell south. net

#### **BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

#### **CERTIFICATES OF INSURANCE**

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to

prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$ 500,000	Combined Single Limit
General Liability	\$ 500,000	Combined Single Limit
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$ 500,000
Bodily Injury by Disease Each Employee	\$ 500,000
Bodily Injury by Disease Policy Limit	\$ 500,000

If the work is being done on or near a navigable waterway, CONTRACTOR's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.



CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

#### SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within ninety (90) calendar days. Consideration will be given for lead time on equipment purchase/ delivery.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and 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 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.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, \_\_\_\_\_. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

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

#### UNIT PRICE WORK 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 unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called

for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

\* \* \* \* \*





**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 1**

**MOBILE GENERATOR INSTALLTION  
KEY WEST BIGHT FERRY TERMINAL  
ITB #20-004**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**QUESTIONS & CLARIFICATIONS:**

1. Will you be providing certified flood/ elevation drawings to ensure we raise panels appropriately as required in the notes section of drawings E-1 and E-2? Or simply go a minimum of 8' above grade as notes indicate?

**The Design Flood Elevation for the Ferry Terminal building is +11-ft NGVD**

**Here's a link to the online Elevation Certificate: [https://www.cityofkeywest-fl.gov/egov/documents/67a59900\\_3c78\\_cf75\\_917e\\_330016b70447.pdf](https://www.cityofkeywest-fl.gov/egov/documents/67a59900_3c78_cf75_917e_330016b70447.pdf)**

**Since this EC was issued, the flood zone in block #B8 has changed from "VE" to "AE"**

2. What is the Manufacture Panel PP2 (Existing)?

**EATON – Pow-R-Line PRL1a panelboard**

3. Does Panel PP2 have room to add 4 single pole breakers?

**Yes, see attached photo**

4. What is the column/ wall Panel PP2 IS mounted on?

**See attached photo**

5. Panel PP2 has to be raised up above the flood line. Can you ask what the bottom of the panel has to be at from finished floor.

**See question #1 and attached photo**

6. A new feed is to be pulled so we can avoid a splice from the MDP feeding it. Need the distance between the two.

**Panel PP2 is fed from above (see attached picture showing conduit entrance into panelboard). Existing branch circuit shall be reused to feed panel after moved up on column. If conductors do not reach necessary lugs in panel PP2, splice shall be permitted inside of panel PP2.**

**However, Panel MDP is located in the electrical room on the second floor (Shown on sheet E-2). MDP is the large panel shown directly across from the door into the electrical room. Approximately 100 feet.**

7. There is a wooden platform that is to be built, there is one on site that can it be replicated.

**Yes**

8. Provide pictures of existing ATS and generator to be removed.

**See attached photo**

9. Provide pictures of existing KES utility transformer and meter.

**See attached photo**

10. Fuel Dispenser 1 and 2 location of them on the site. The electrical feed has to be routed to Panel PP2 from existing Panel PP. Need footage from pumps to panel PP2.

**Fuel Dispenser 1 and 2 are located approximately 300' away from panel PP2 on the end of the dock. Conduits and conductors feeding fuel dispensers pass directly past panel PP2 on its way currently to panel PP. See attached photo.**

11. What is the Manufacture Panel PP2?

**GE (General Electric), see attached photo**

12. Provide picture of inside panel PP.

**No work other than demolition is being done in panel PP.**

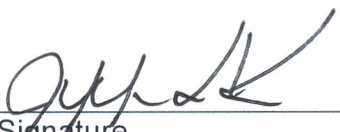
13. Spec Section 16230, page 3, 2.02-E indicates a minimum Tier 2 generator mounted on a trailer. Current EPA standards require a Tier 4 generator if the unit is to be trailer mounted. Please review and specify requirement.

**Provide Tier 4 generator**

14. Key Note 1 on Sheet E-1 shall change "Panel PP" to "Panel PP2".

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business





**PORT & MARINE SERVICES**  
201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 2**

**MOBILE GENERATOR INSTALLTION  
KEY WEST BIGHT FERRY TERMINAL  
ITB #20-004**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**QUESTIONS & CLARIFICATIONS:**

1. Sheet E-1, Key Note 2 states "Disconnect and remove generator fuel tank. Contractor shall remove and dispose of fuel and tank...". Is there fuel in the existing tank, and if so, how many gallons?

**It is estimated to contain 440 gallons of fuel**

2. Please provide specifications (dimensions and weight especially) of the existing generator.

**Katolight Power Solutions type FC24 6 2011UA w/ John Deere engine  
RG6125AO15422**

3. Please provide Specifications (dimensions and weight especially) of the existing fuel tank.

**ZBM, Inc., 500 gal. capacity**

4. Sheet E-4 calls for a pull box. Is it to be NEMA 3R or NEMA 4X?

**Provide NEMA 4X, 316 Stainless Steel Junction Box**

5. Sheet E-4 shows an existing 600A Fused Disconnect feeding Panel PP. Is the contractor to do any work on this existing fuse disconnect? If yes, please describe the work required.

**No work is being done on 600A fused disconnect feeding panel PP**

6. Sheet E-2, General Notes 3 states "Maximum power outage shall be 4 hours." Through our pre-bid investigations, we have determined that a 4-hour shutdown for the back- up generator is inadequate. We believe it will take 8 – 10 hours. Is an 8 – 10 hour power outage acceptable?

**There shall be no power outage during hours of operation and contractor to anticipate work outside of normal operating hours, coordinate with Seaport**

**Contractor shall be responsible for temporary power (generator rental and fuel) as necessary to maintain power**

7. Sheet E-2 shows a new 800A ATS. Is this to be located on the second floor? If not, please indicate location for this new 800A ATS.

**ATS is located on second floor**

8. Do Davis Bacon Wages apply to this project?

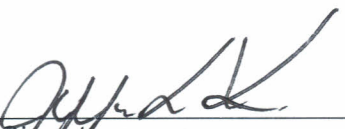
**No**

9. Specification Section 16230-2, Part 2 – Products, 2.01 Manufacturer/Generator Provider A. 1. C. states that a pre-approved equal may be acceptable. What is the process for pre-approval of an alternate?

**Submit alternate for review, with specifications, prior to bid**

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business



**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 3**

**MOBILE GENERATOR INSTALLTION  
KEY WEST BIGHT FERRY TERMINAL  
ITB #20-004**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**CLARIFICATION**

1. Requests for alternate generator use must be submitted for review no later than 12:00pm, Friday November 1, 2019.
2. Maximum height of generator on the trailer cannot exceed 94" high (including tires at full pressure).

**SPECIFICATIONS**

**Section 16230 - 9 – STANDBY DIESEL GENERATOR**

Change:

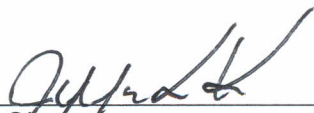
Minimum Generator Size: **230 kw\***

To:

Minimum Generator Size: **200 kw\***

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business



## BID SCHEDULE

### MOBILE GENERATOR INSTALLTION KEY WEST BIGHT FERRY TERMINAL

#### UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization / Demobilization (10% maximum)

1 LS \$ 0.30

2. Permit Fees (to be paid at cost)

1 LS \$ 7,500.00

3. Payment and Performance Bonds

1 LS \$ 8,776<sup>00</sup>

4. Demolition (includes all labor, equipment and disposal for a complete product)

1 LS \$ 10,754<sup>00</sup>

5. 230 KW Mobile Generator (includes all labor and equipment for a complete product)

1 LS \$ 127,020<sup>00</sup>

6. Generator Portable Cables (10 sets w/ camlocks)

1 LS \$ 5,283<sup>00</sup>

7. 800A Generator Connection Box Nema 4X (includes all labor and equipment for a complete product)

1 LS \$ 18,267<sup>00</sup>

8. 800A ATS Nema 4X (includes all labor and equipment for a complete product)

1 LS \$ 31,866<sup>00</sup>

9. Stainless Steel Pull Box Nema 4X (includes all labor and equipment for a complete product)

1 LS \$ 4,398<sup>00</sup>

10. Railing around new ATS (includes all labor and equipment for a complete product)

1 LS \$ 4,327<sup>60</sup>

11. PP2 Access Platform (includes all labor and equipment for a complete product)

1 LS \$ 2,163<sup>00</sup>

12. 3" Conduit Sch. 40 PVC (includes all labor, equipment for a complete product)

390 LF Unit Price/LF \$ 36.09 TOTAL \$ 14,075<sup>10</sup>

13. 1" Conduit Sch. 40 PVC (includes all labor, equipment for a complete product)

290 LF Unit Price/LF \$ 3.94 TOTAL \$ 1,142<sup>60</sup>

14. 300 KCmil RHW/USE (includes all labor, equipment for a complete product)

1,560 LF Unit Price/LF \$ 11.11 TOTAL \$ 17,331<sup>60</sup>

15. #1/0 awg RHW/USE (includes all labor, equipment for a complete product)

1,560 LF Unit Price/LF \$ 1.74 TOTAL \$ 2,714<sup>40</sup>

16. #14 awg TWHN (includes all labor, equipment for a complete product)

140 LF Unit Price/LF \$ 1.07 TOTAL \$ 149<sup>80</sup>

17. #10 awg TWHN (includes all labor, equipment for a complete product)

540 LF Unit Price/LF \$ 1.69 TOTAL \$ 912<sup>60</sup>

18. #8 awg TWHN (includes all labor, equipment for a complete product)

120 LF Unit Price/LF \$ 7.43 TOTAL \$ 891<sup>60</sup>

19. 20A, 1 pole breaker (includes all labor, equipment for a complete product)

4 EA Unit Price/EA \$ 45.00 TOTAL \$ 180<sup>00</sup>

20. 20A, GFCI Receptacle (includes all labor, equipment for a complete product)

2 EA Unit Price/EA \$ 257.<sup>50</sup> TOTAL \$ 515<sup>00</sup>

21. Allowance (only to be used with Owner's written direction)

1 LS \$ 20,000.00

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 21 \$ 278,267<sup>00</sup>

Two Hundred Seventy Eight Thousand Two Hundred <sup>Sixty Seven</sup> Dollars & 00 Cents  
(amount written in words)

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

*The intent of these Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.*



### CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

<u>install ATS</u>	<u>\$ 33,475<sup>00</sup></u>
<u>install Tap Box</u>	<u>\$ 19,157<sup>00</sup></u>
<u>install conduits</u>	<u>\$ 16,144<sup>00</sup></u>
<u>install wires</u>	<u>\$ 33,770<sup>00</sup></u>
<u>install Railing</u>	<u>\$ 6,898<sup>00</sup></u>
<u>Provide Generator</u>	<u>\$ 131,627<sup>00</sup></u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

## 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:

Demo Generator & Fuel tank  
Portion of Work

Charley Tappino & Sons  
Name

129 Tappino Industrial Dr Kyust FL 33040  
Street City State Zip

\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Portion of Work

\_\_\_\_\_  
Name

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

SURETY

Western Surety Company whose address is  
151 N. Franklin, 17<sup>th</sup> Floor, Chicago, IL, 60606  
Street City State Zip  
(281) 256-3830 Kevin Allen Kirk  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Nearshore Electric, Inc  
doing business  
at  
5680 1st Ave. #5, Key West, Florida, 33040  
Street City State Zip  
Nearshore @ Bell south.net  
email address

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

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

Name	Title
<u>Jeffery Kirk</u>	<u>President</u>
<u>Diana Kirk</u>	<u>Vice President</u>
<u></u>	<u></u>
<u></u>	<u></u>



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
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 6 day of November 2019.

(SEAL)

Nearshore Electric, inc  
Name of Corporation

By Jeffery Kirk

Title President

Attest [Signature]  
Secretary



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

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

See Attached References

\* \* \* \* \*



**Nearshore Electric, Inc.**  
**5680 1<sup>st</sup> Avenue #5, Key West, FL 33040**  
State Certified Electrical Contractor  
#EC13001186

**Nearshore Electric, Inc. Bidder Experience**

Owner: City of Key West  
Project: Pump Station A Generator replacement  
Contract Amount: \$46,085.00  
Engineer: CH2MHILL  
Reference: DN Higgins (305) 292-7889

Owner: Key West Resort Utilities  
Project: 500kw Generator replacement  
Contract Amount: \$51,450.00  
Engineer: WEC  
Reference: Chris Johnson (305) 295-3301

Owner: CVS Stock Island Store#10122  
Project: New CVS Pharmacy with backup generator  
Contract Amount: \$166,550.00  
Engineer: Robert Reid Wedding  
Reference: Oak Construction (954) 583-9625

Owner: City of Key West  
Project: North Simonton Storm Water Pump Station  
Contract Amount: \$130,900.00  
Engineer: CH2MHILL  
Reference: Charley Toppino & Sons (305) 296-5606

Owner: US Navy  
Project: Fuel Farm Generator Installation #W9128F-10-D-0052-0007  
Contract Amount: \$254,800.00  
Engineer: Army Corps of Engineers  
Reference: Kinley Construction (817) 461-2100

**FLORIDA BID BOND**

BOND NO. 72211078

AMOUNT: \$ 218,267<sup>06</sup>

KNOW ALL MEN BY THESE PRESENTS, that Nearshore Electric, Inc.

hereinafter called the PRINCIPAL, and WESTERN SURETY COMPANY

a corporation duly organized under the laws of the State of South Dakota

having its principal place of business at 151 North Franklin, 17th Floor, Chicago

in the State of IL 60606

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

City of Key West

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of \_\_\_\_\_

5% of Amount Bid DOLLARS (\$ 13,913.35) 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 **ITB #20-004 Mobile Generator Installation— Key West Bight Ferry Terminal**, 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:

**ITB #20-004**

**MOBILE GENERATOR INSTALLTION  
KEY WEST BIGHT FERRY TERMINAL**

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 6th day of November, 20 19.

Nearshore Electric, Inc.

By \_\_\_\_\_  
PRINCIPAL

WESTERN SURETY COMPANY  
SURETY

By ☒ \_\_\_\_\_  
Attorney-In-Fact KEVIN ALLEN KIRK



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72211078

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Kevin Allen Kirk

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Nearshore Electric, Inc.

Obligee: City of Key West

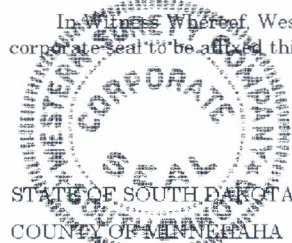
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72211078 is not issued on or before midnight of February 6, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 6th day of November, 2019.

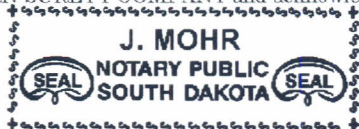


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 6th day of November, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of November, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

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.

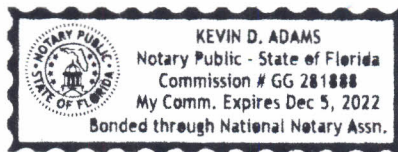
By: *Jeffrey A. Lint*

Sworn and subscribed before me this 6 day of November 2019

*K. D. Adams*

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 Mobile Generator  
Installation Key West Bight Ferry Terminal ITB# 20-004
2. This sworn statement is submitted by Nearshore Electric, inc  
(name of entity submitting sworn statement)
- whose business address is 5680 1st Ave, #5 Key West, FL  
33040
- and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0892904

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement \_\_\_\_\_

3. My name is Jeffery L. Kirk  
(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
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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)

11/5/2019  
(date)

STATE OF Florida

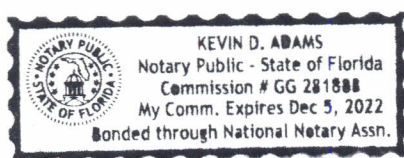
COUNTY OF Monroe

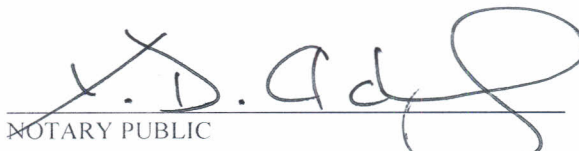
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kevin D. Adams Who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 6 day of November, 2019

My commission expires:



  
NOTARY PUBLIC

## CITY OF KEY WEST INDEMNIFICATION FORM

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: 5680 1st Ave. #5 Key West, Fl. 33040

SEAL:

Address

Signature

Print Name

Title

DATE:

11/6/2019



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

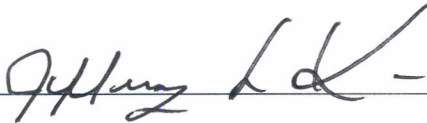
STATE OF Florida )

: SS

COUNTY OF Monroe )

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

Nearshore 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 Code of Ordinances Sec. 2-799.

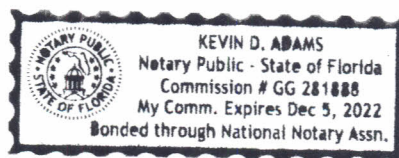
By: 

Sworn and subscribed before me this 6 day of November 20 19.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*

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 Nearshore Electric, inc have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: [Signature]

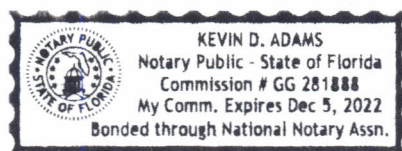
Sworn and subscribed before me this

6 day of November 20 19.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 12/5/2022





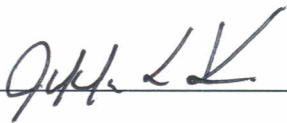
**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA                    )

:

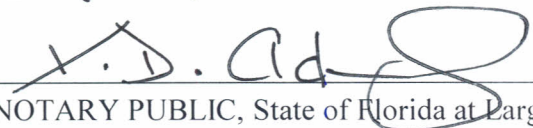
SS COUNTY OF MONROE            )

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

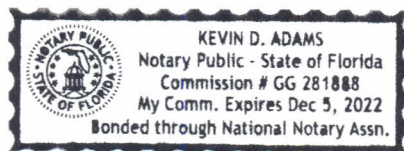
By: 

Sworn and subscribed before me this

6 day of November, 2019

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 12/5/2022



**LOCAL VENDOR CERTIFICATION**  
**PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances 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 Nearshore Electric, Inc Phone: (305) 294-3991

Current Local Address: 5680 1st Ave #5 Key West Fax: (305) 294-3043  
(P.O Box numbers may not be used to establish status) Fl. 33040

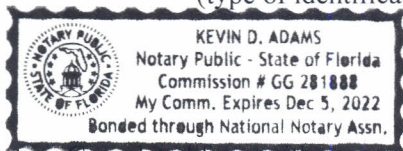
Length of time at this address 10 yrs

[Signature]  
Signature of Authorized Representative

11/6/19  
Date

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 6 day of November 2019  
By Kevin D. Adams of Nearshore Electric, Inc  
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
or has produced Personally Known as identification  
(type of identification)



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

[Signature]  
Signature of Notary  
Kevin D. Adams  
Print, Type or Stamp Name of Notary

Production Manager  
Title or Rank