

CONTRACT DOCUMENTS FOR:



ITB # 18 - 027

EDWARD B. KNIGHT PIER LIGHTING

PROJECT# HU1701 G07

APRIL 2018

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARGARET ROMERO

PREPARED BY:
City of Key West
Engineering Services

BID PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: EDWARD B. KNIGHT PIER LIGHTING

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

Company Name: Current Electrical Solutions Inc
Contact Name & Telephone #: John Marinelli 321-412-3201
Email Address: Current.electrical@yahoo.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

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Saturdays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner 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.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these 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.



Bond Number BD149335

BID BOND

KNOW ALL BY THESE PRESENTS, that we, CURRENT ELECTRICAL SOLUTIONS INC of 166 CENTER ST STE 112 CAPE CANAVERAL, FL 32920-3742 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF KEY WEST FLORIDA 3140 FLAGLER AVE, KEY WEST FL 33040-4602 (hereinafter called the Oblige), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for WIRING AND INSTALLING FIXTURES ON PIER

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 8TH day of MAY, 2018.

Witness

Principal

President

Title

Auto-Owners Insurance Company



Susan E. Theisen

Witness

Teresa E. Gibson

Attorney-in-Fact

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. Saturdays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. ____, ____,

____, _____, _____, _____, _____, _____, _____, _____, _____
(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. Lump sum includes cost of all required permits and utility service fees.

BASE BID:

All Work Necessary to Furnish and Install White Street Pier Lighting Components and including, but not limited to, as indicated in Part 5 and Part 6 of These Contract Documents

TOTAL LUMP SUM BASE BID:

\$ 111,458.00 Dollars and 00 Cents

one hundred eleven thousand four hundred fifty eight and 200 cents

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

ADDITIVE ALTERNATE # 1

Additional demobilization/remobilization if necessary to accommodate bridge ramp repairs.

\$ 2,000.00 Each

ADDITIVE ALTERNATE # 2

Furnish and apply "Coastal Coatings" Zinc enriched Polyester Primer with AAMA2604 Super Polyester top coat to all new fixtures.

NO response
\$ from factory Each

ADDITIVE ALTERNATE # 3

Furnish and apply "Coastal Coatings" Zinc enriched Polyester Primer with AAMA2604 Super Polyester top coat with AAMA2605 Fluoropolymer Corafon power to all new fixtures.

NO response
\$ from factory Each

ALT # 4

XHHW insulation
for wire

\$4,860.00

ALT # 5

Fixture type
8 ARC
124 WATT

\$2,504.00

BASE BID BREAKDOWN

Item	Lump Sum Item Price
Mobilization/Demobilization	\$ 3,000.00
Remove and Dispose Existing Fixtures	\$ 2,064.00
Cleanout Existing Handholes/Conduit	\$ 2,064.00
New Wire/ Conduit <u>No new Conduit</u>	\$ 16,596.00
Relocation of Receptacle	\$ 106.00
New Light Pole <u>Pole in Fixture lot price</u>	\$ NA
New Light Fixtures <u>6 ARC 96 WATT</u>	\$ 71,654.00
New Power Panel	\$ 5,032.00
Other Miscellaneous Items	\$ 10,942.00

Total Lump Sum Base Bid: \$ 111,458.00

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

<u>Remove existing fixtures</u>	<u>Install new panels and controls</u>
<u>Remove existing wire</u>	<u>Test</u>
<u>Remove existing panels</u>	<u>All in price sheet</u>
<u>Install one pole</u>	
<u>Install 13 light Assemblies</u>	
<u>Install new wire</u>	
<u>clean existing conduits</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:

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

SURETY

_____ whose address is

Street

City

State

Zip

BIDDER

The name of the Bidder submitting this Proposal is

Current Electrical Solutions Inc doing business at

166 Center St #112 ape grove FL 32920
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:

John A. Manelli _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2018.

Signature of Bidder

Title

Sworn and subscribed before this _____ day of _____, 2018.

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

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 8 day of MAY 2018.

(SEAL)

Current Electrical Solutions Inc.
Name of Corporation

By [Signature]

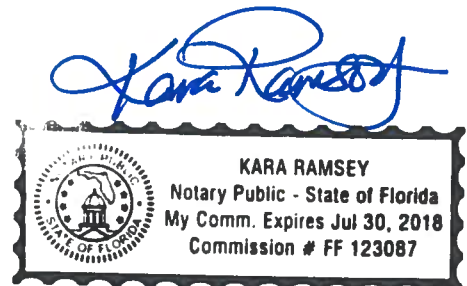
Title President

Attest _____

Sworn and subscribed before this 8 day of May, 2018.

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: July 30 2018



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.)

- 1) Tennis Court lighting, 22' concrete poles,
double LED heads, replace and install, new
panel and controls, Riverview Condos
5695 US1 Rockledge FL, 321-639-6873
- 2) Bolt Down Aluminum parking lot lights,
demo and replace poles and foundations,
new controls & handholes, La Quinta
1 Hendry Ave Cocoa Beach FL,
321-784-3126
- 3) Install new 24 walkway lights with
service, panel and controls, concrete foundations,
Quot bank, City of West Melbourne, FL
321-837-7777

ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)
COUNTY OF Brevard : SS
)

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: [Signature]

Sworn and subscribed before me this 8 day of May, 2018.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Kara Ramsey



**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 ITB # 18-027
Eduard B. Knight Pier Lighting

2. This sworn statement is submitted by Current Electrical Solutions Inc.
(name of entity submitting sworn statement)

whose business address is 166 Center St # 112
Cape Canaveral FL 32920

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
27-1027277

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

3. My name is John A. Marinelli
(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]
(signature)

5-8-18
(date)

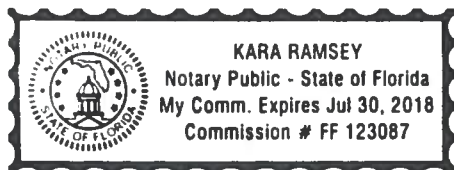
STATE OF Florida
COUNTY OF Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
John Marinelli who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 8 day of May, 2018.

My commission expires:

[Signature]
NOTARY PUBLIC



* * * * *

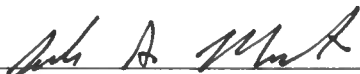
INDEMNIFICATION

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: Current Electrical Solutions Inc.
166 Center St #112
Cape Canaveral FL 32920
Address

SEAL:


Signature

John A. Marmelli
Print Name

President
Title

DATE: 5-8-18

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
COUNTY OF Brevard) : SS

I, the undersigned hereby duly sworn, depose and say that the firm of Current Electrical Solutions 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: [Signature]

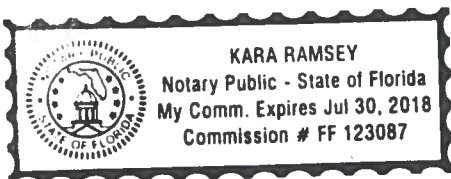
Sworn and subscribed before me this

8 day of May, 2018.

Kara Ramsey

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: July 30 2018



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
COUNTY OF Brevard : SS)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Current Electrical Solutions 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).

[Signature]

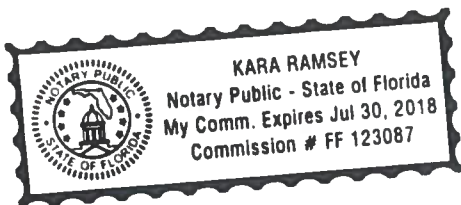
Sworn and subscribed before me this

8 Day of May, 2018.

[Signature: Kara Ramsey]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 30 July 2018



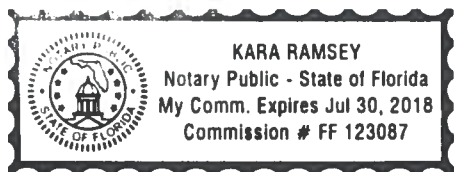
STATE OF FLORIDA)
SS COUNTY OF MONROE

By: *[Signature]*

8 day of May, 2018.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 30 July 2018



LOBBYING RESTRICTIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

John A. Marinelli

Signature of Contractor's Authorized Official

John A. Marinelli President

Name and Title of Contractor's Authorized Official

5-8-18

Date
