CONTRACT DOCUMENTS FOR:



ITB #20-004

MOBILE GENERATOR INSTALLATION KEY WEST BIGHT FERRY TERMINAL

OCTOBER 2019

CITY OF KEY WEST

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

GREGORY DAVILA

MARY LOU HOOVER

CLAYTON LOPEZ

PREPARED BY: Port & Marine Services

CITY OF KEY WEST

CAROLINE STREET AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA)

KEY WEST, FLORIDA

DOCUMENTS

for

MOBILE GENERATOR INSTALLATION KEY WEST BIGHT FERRY TERMINAL

CONSISTING OF:

BIDDING REQUIREMENTS CONTRACT FORMS SUPPLEMENTAL INFORMATION

KEY WEST BIGHT FERRY TERMINAL (KWBFT)

OCTOBER 2019

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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: Florida Keys Electric, Inc.

Contact Name & Telephone #: Faith Vazquez (305) 296-4028

Email Address: fvazquez@flkeyselectric.com

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.

* * * * *

 $ACORD_{\scriptscriptstyle{\sqcap}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Amanda Lisenbey	
Gulfshore Insurance - SFL	PHONE (A/C, No, Ext): 239 659-8867 FAX (A/C, No): 239 2	13-2803
4100 Goodlette Rd N Naples, FL 34103	E-MAIL ADDRESS: Alisenbey@gulfshoreinsurance.com	
239 261-3646	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: National Trust Insurance Company	20141
Florida Keys Electric, Inc.	INSURER B : FCCI Insurance Company	10178
5730 2nd Avenue	INSURER C:	
Key West, FL 33040	INSURER D:	
Ney West, 1 L 33040	INSURER E:	
20//574070	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INICD	I SOCIONO AND CONDITIONS OF SOCI					BY PAID CLAI	MS.	
INSR LTR		ADDL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	GENERAL LIABILITY	X	X	GL10004447801	04/26/2019	04/26/2020	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
)	CLAIMS-MADE X OCCUR			77			MED EXP (Any one person)	\$10,000
	X PD Ded:500			2			PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			y 2			PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO- JECT LOC							\$
В	AUTOMOBILE LIABILITY	Х	X	CA10001319702	04/26/2019	04/26/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	X Drive Oth Car							\$
Α	X UMBRELLA LIAB X OCCUR	X	X	UMB10002490202	04/26/2019	04/26/2020	EACH OCCURRENCE	\$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$2,000,000
	DED X RETENTION \$10000			9				\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	001WC19A76146	04/26/2019	04/26/2020	X WC STATU- TORY LIMITS OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		×.			E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under			91			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below				4		E.L. DISEASE - POLICY LIMIT	\$1,000,000
	785							
			2	×				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Mobile Generator Installation - Key West Bight Berry Terminal

Project No: ITB #20-004

Certificate Holder (s) are included as Additional Insured with respects to General Liability only as required by written contract with ongoing and completed operations per form CGL084 1013 on a primary non contributory basis and Waiver of Subrogation per form CGL088 0115. Additional Insured and Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Key West, Florida 1300 White Street Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	- busine

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DESCRIPTIONS (Continued from Page 1)						
Subrogation with regard to Aut Subrogation in regards to Work Umbrella follows form.	to Liability as required by written contract per form CAU058 0115. Waiver of kers Compensation only as required by written contract per form WC000313 0484.					
		21				
		9 N				



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

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

Florida Keys Electric, Inc.
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

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

Florida Keys Electric, Inc.

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.

Florida Keys Electric, Inc.

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. Mobilizati	on / Den	nobilization (10% maximum)		
	1	LS	\$	41,180.00
2. Permit Fee	es (to be	paid at cost)		
	1	LS	\$	7,500.00
3. Payment a	nd Perfo	rmance Bonds		
	1	LS	\$	15,737.00
4. <u>Demolition</u>	<u>n</u> (includ	es all labor, equipment and disposal for a complete p	rodı	ict)
	1	LS	\$	35,827.00
5. <u>230 KW M</u>	Iobile G	enerator (includes all labor and equipment for a comp	plete	product)
	1	LS	\$	380,944.00
6. Generator	Portable	Cables (10 sets w/ camlocks)		
	1	LS	\$_2	23,555.00
7. <u>800A Gene</u>	erator Co	onnection Box Nema 4X (includes all labor and equip product)	omei	nt for a complete
	1	LS	\$	17,484.00
8. <u>800A ATS</u>	Nema 4	\underline{X} (includes all labor and equipment for a complete p	rodi	act)
	1	LS	\$:	21,759.00

9. <u>S</u>	tainless Stee	el Pull Box I	Nema 4X (includes all labor and eq	uipment for	r a complete product)
	1	LS			\$_9,325.00
10.	Railing arou	nd new ATS	S (includes all labor and equipmen	t for a com	plete product)
	1	LS			\$15,320.00
11.	PP2 Access	Platform (in	cludes all labor and equipment for	a complete	product)
	1	LS			\$_14,272.00
12.	3" Conduit	Sch. 40 PV	(includes all labor, equipment for	a complete	e product)
	390) LF	Unit Price/LF \$22.55	TOTAL	\$_8,795.00
13.	1" Conduit	Sch. 40 PV	(includes all labor, equipment for	a complete	e product)
	290) LF	Unit Price/LF \$17.68	TOTAL	\$_5,127.00
14.	300 KCmil	RHW/USE	(includes all labor, equipment for a	complete p	product)
	1,5	60 LF	Unit Price/LF \$10.22	TOTAL	\$_15,943.00
15.	#1/0 awg R1	HW/USE (ii	ncludes all labor, equipment for a c	omplete pro	oduct)
	1,5	60 LF	Unit Price/LF \$_7.13	TOTAL	\$11,123.00
16.	#14 awg TV	VHN (includ	les all labor, equipment for a comp	lete produc	t)
	140) LF	Unit Price/LF \$56	TOTAL	\$78.00
17.	#10 awg TV	VHN (includ	les all labor, equipment for a comp	lete produc	t)
	540) LF	Unit Price/LF \$92	TOTAL	\$497.00
18.	#8 awg TW	<u>HN</u> (include	es all labor, equipment for a comple	ete product)	,
	120) LF	Unit Price/LF \$ 1.04	TOTAL	\$125.00
19.	20A, 1 pole	breaker (inc	cludes all labor, equipment for a co	mplete prod	duct)
	4	EA	Unit Price/EA \$57.04	TOTAL	\$_ 228.00

20. <u>20A, G</u>	ifCI Reco	eptacie (includes all labor, equip	ment for a	complete	prod	uct)
	2	EA	Unit Price/EA \$198.	37	TOTAL	\$_	397.00
21. Allowar	nce (only	to be us	sed with Owner's writte	n direction)		
	1	LS				\$_	20,000.00
TOTAL OF	ALL EX	TENDEI	D LINE ITEMS LISTED	ABOVE:			
Total of lum	np sum ite	ems 1 - 2	1			\$_	645,216.00
Six Hundre	132		nd Two Hundred and Sixteen	Dolla	rs &Z	ero	Cents
NOTE: THE OF AWAR		BID W	ILL BE THE BASIS OF	EVALUA'	TING LOV	V BII	DDER AND BASIS

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.)

See attached.	

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply. In tabulations below, amounts are stated to the nearest dollar.

CKW Ferry Terminal Mobile Generator

APPLICATION DATE: **APPLICATION NO: 1**

PERIOD TO:

ARCHITECT'S PROJECT NO:

								Mobilizati Demolitio Tank Cabling 800A Doc 800A ATS NEMA 4X Feeders & Panel PP2 New ATS Installation 1 Pole 20A Installation Payment a
		I Pole 20A Breaker Installation Installation of Two 20A GFI Receptacles Payment and Performance Bond	New ATS Railing Installation 2 - 1" Conduits with Branch Circuitry 1 Pole 20A Breaker Installation Installation of Two 20A GFI Receptacles Payment and Performance Bond	Feeders & 1/0 Grn Panel PP2 Access Platform New ATS Railing Installation 2 - 1" Conduits wit 1 Pole 20A Breaker Installat Installation of Two 20A GFl Payment and Performance B	800A ATS & Installation NEMA 4X Pull Box & Installation Feeders & 1/0 Grn Panel PP2 Access Platform New ATS Railing Installation 2 - 1" Conduits with Br. 1 Pole 20A Breaker Installation Installation of Two 20A GFI Re Payment and Performance Bond	Cabling 800A Docking Station & Insert	Demolition Existing Generator, ATS, & Fuel Fank Cabling 800A Docking Station & Installation 800A ATS & Installation NEMA 4X Pull Box & Installation Peeders & 1/0 Grn Panel PP2 Access Platform New ATS Railing Installation 2 - 1" Conduits with Branch Circuitry Pole 20A Breaker Installation Installation of Two 20A GFI Receptacles Payment and Performance Bond	Mobilization / Demobilization Demolition Existing Generator Tank Cabling 800A Docking Station & Insta 800A ATS & Installation NEMA 4X Pull Box & Installatio Feeders & 1/0 Grn Panel PP2 Access Platform New ATS Railing Installation 2 - 1" Conduits with E I Pole 20A Breaker Installatio Installation of Two 20A GFI R Payment and Performance Bon Payment and Performance Bon
		Performance Bond	ling 1" Conduits with Branch reaker Installation Two 20A GFI Recepts Performance Bond	Grn cess Platform ling "Conduits with Branch eaker Installation Two 20A GFI Recept Performance Bond	Installation Box & Installation Grn cess Platform ling I" Conduits with Branch ceaker Installation Two 20A GFI Recept Performance Bond	g Station & Installation Installation Box & Installation Cess Platform Iling I" Conduits with Branch reaker Installation Two 20A GFI Recepta Performance Bond	xisting Generator, ATS g Station & Installation Installation Box & Installation Grn Cess Platform Iling I" Conduits with Branch reaker Installation Two 20A GFI Recept Performance Bond	In Existing Generator, ATS, & Fuel In Existing Generator, ATS, & Fuel Ring Station & Installation We Installation Pull Box & Installation I/0 Grn Access Platform Railing 2 - 1" Conduits with Branch Circuitry Breaker Installation of Two 20A GFI Receptacles and Performance Bond
		ceptacles	anch Circuitry ceptacles	anch Circuitry ceptacles	anch Circuitry ceptacles	ation anch Circuitry ceptacles	ATS, & Fuel ation anch Circuitry ceptacles	ATS, & Fuel ATS, & Fuel ation anch Circuitry ceptacles
		\$ 228.00 \$ 397.00 \$ 15,737.00	15	35 14 15 5 15	21 21 35 35 36 11 15 15	404 404 17 21 21 15 5 5	41 404 404 404 404 404 404 404 4	ener 41 41 41 41 41 41 404 404 404 404 404 4
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0.00	0.0	228.00 397.00 15,737.00 0.00	15,320.00 5,827.00 228.00 397.00 15,737.00 0.00	35,861.00 14,272.00 15,320.00 5,827.00 228.00 397.00 15,737.00 0.00	17,484.00 21,759.00 9,325.00 35,861.00 14,272.00 15,320.00 5,827.00 228.00 397.00 15,737.00 0.00	404,499.00 17,484.00 21,759.00 9,325.00 35,861.00 14,272.00 15,320.00 5,827.00 228.00 397.00 15,737.00 0.00	41,180.00 35,827.00 404,499.00 17,484.00 21,759.00 9,325.00 35,861.00 14,272.00 15,320.00 5,827.00 228.00 397.00 15,737.00 0.00 0.00	41,180.00 35,827.00 404,499.00 17,484.00 21,759.00 9,325.00 35,861.00 14,272.00 15,320.00 5,827.00 228.00 397.00 15,737.00 0.00 0.00
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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:

ALA			
Portion of Work		,	
Name			V 122 1
Street	,	State	Zip
Portion of Work			
Name	5		
Street	City,	State	Zip
Portion of Work			
Name			
Street	City	State	Zip
Portion of Work		*	
Name			
Street	City	State	Zip

SURETY

FCCI				whose add	dress is
PO Box 405563	Atlanta		GA	30384-5	563
Street		City		State	Zip
305-670-5388	InSource - Eddie Me	enendez			
Phone	Res	sident Age	ent		
BIDDER					
The name of the Bidder subm	itting this Bid is Ray	mond Vazo	uez		
Florida Keys Electric, Inc.				do	ing business
at					
5730 2nd Avenue	, Key West		FL	, 33040	
Street		City		State	Zip
rvazquez@flkeyselectric.com					
email address	<i>y</i>				
which is the address to which shall be sent.	all communications co	ncerned w	ith this	Bid and with the	Contract
The names of the principal off of all persons interested in this	ficers of the corporation Bid as principals are a	n submittii is follows:	ng this I	Bid, or of the parts	nership, or
Name				Title	
Raymond Vazquez		Presiden	t		
Michael Smith		Estimator	r		
Tammy Torres		Controller			
Faith Vazquez		Executive	Assistant		

If Sole Proprietor or Partnership

IN WITN	ESS hereto the undersigned has set his (its) hand this day of 20
	Signature of Bidder
	Title
	If Corporation
N WITNI ts seal aff	ESS WHEREOF the undersigned corporation has caused this instrument to be executed and ixed by its duly authorized officers this <u>5th</u> day of <u>November</u> 2019.
(SEAL)	
	Florida Keys Electric, Inc. Name of Corporation
	Ву
	Title President
	Attest
	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.)

2019: Oceans Edge Generator Install - Cost: \$393,109.00 - Sunstone Hotel Investors - Johnette Marmo - 949-382-3016
2019: Iberia Bank Generator - Cost: \$36,050.00 - HGI Realty & Facility Management - Steven Hebert - 504-207-3025
Current: BB&T Generator - Cost: \$170,000.00 - ICAMCO - Nick Cuviello - 305-396-3045
2014: Keys Energy Line Shack - Cost: \$289,598.00 - Biltmore Construction - Walter Cash - 305-295-1000
2019: Keys Energy Service Main Bldg Cost: \$140,202.00 - Walter Cash - 305-295-1000
2019: Florida Keys SPCA - Cost: \$37,854.00 - Sterling Christian - 305-296-0556
2018-2019: Isla Bella Beach Resort - Singh Investors/Botsford Builders - Brian Botsford - 305-872-4734
See Attached Resume for Additional Projects

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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 30 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. 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:

2015 - CURRENT

CONTRACTOR:	TYPE OF PROJECT:	NAME OF PROJECT:	
Sunstone Hotels	RESORTS	Oceans Edge Resort - Generator	
Ebsary Foundation	CITY & GOVERNMENT	Key West Ferry Terminal	
Botsford Builders	RESORTS	Isla Bella Beach Resort	
Biltmore Construction, Inc.	CITY & GOVERNMENT	Florida Keys Mosquito Control	
Burke Construction, Inc.	CITY & GOVERNMENT	Bernstein Park	
D.L. Porter Constructors, Inc.	CITY & GOVERNMENT	Truman Waterfront Park Amphitheater	
Charley Toppino & Sons, Inc.	CITY & GOVERNMENT	Truman Waterfront Park	
General Asphalt	AIRPORTS	Key West International Airport – Runway Rehabilitation	
McKendry Builders	RESORTS	Havana Cabana	
D.L. Porter Constructors, Inc.	COMMERCIAL	Florida Keys SPCA	
Biltmore Construction, Inc.	COMMERCIAL	Keys Energy Services	
Botsford Builders	RESORTS	Oceans Edge Resort	
Burke Construction, Inc.	CITY & GOVERNMENT	Key West City Hall	
Burke Construction, Inc.	COMMERCIAL	Seven Fish	
Charley Toppino & Sons, Inc.	CITY & GOVERNMENT	Florida Keys Aqueduct Authority	
Charley Toppino & Sons, Inc.	CITY & GOVERNMENT	Pump Station F	
Civic, Frazee, Advent, & JL Woode	RESORTS	Hotel Collection Sites A, B, C, & D	
D.L. Porter Constructors, Inc.	CITY & GOVERNMENT	City of Key West Fire Station #2	
D.L. Porter Constructors, Inc.	COMMERCIAL	Studios of Key West	
GLR Constructors	COMMERCIAL	CVS Duval	
Heritage Construction, Inc.	RESIDENTIAL	73rd Street Affordable Housing	
PWI Construction, Inc.	COMMERCIAL	Hawks Cay Resort	
Reliance Construction, Inc.	RESORTS	Grand Key Doubletree Resort	
Tenant Build, Inc.	COMMERCIAL	TJ Maxx	
Weekes Construction	COMMERCIAL	GAP	
Charley Toppino & Sons, Inc.	CITY & GOVERNMENT	Pump Stations A, B, C, D, DA	

2009 - 2014

CONTRACTOR:	TYPE OF PROJECT:	NAME OF PROJECT:	
Complete Property Services	RESORTS	La Concha (Pool, Lobby, Spa, Wine bar, Starbucks)	
D.L. Porter Constructors, Inc.	AIRPORTS	Island City Flying Service	
D.L. Porter Constructors, Inc.	CITY & GOVERNMENT	Lester Building	
D.L. Porter Constructors, Inc.	CITY & GOVERNMENT	Monroe County Courthouse	
D.L. Porter Constructors, Inc.	COMMERCIAL	Silver Palms Hotel	
D.L. Porter Constructors, Inc.	RESIDENTIAL	KW Convalescent Center	
D.L. Porter Constructors, Inc.	RESORTS	Atlantic Shores	
D.L. Porter Constructors, Inc.	RESORTS	El Rancho Motel	
D.L. Porter Constructors, Inc.	RESORTS	Southernmost on the Bch	
D.L. Porter Constructors, Inc.	RESORTS	The Galleon Resort	
E.L.C.I Construction Group, Inc	MILITARY	JIATIF UPS	
Florida Keys Electric	MILITARY	Navy Outer Mole	
H.I.P.P. Industries	RESIDENTIAL	KWIA Noise Insulation	
Kaiser Kane	MILITARY	JIATFS	
Keystar, Inc.	COMMERCIAL	Stock Island Shops	
Marino Construction	COMMERCIAL	KW Botanical Gardens	
Marino Construction	COMMERCIAL	RHN Dentist Office	
Marino Construction	RESORTS	Holiday Inn Express	
Mingo & Co.	RESORTS	Pier House - Spa, Restaurant, Bar	
Morganti Group	AIRPORTS	KW International Airport	
Morganti Group	AIRPORTS	Marathon Airport	
Nelco Construction	MILITARY	USCG – Marathon Rehab	
Ocean Key House	RESIDENTIAL	Noble House	
Reliance Construction, Inc.	RESORTS	Fairfield Inn (New & Old)	
Sikon Construction	COMMERCIAL	FKCC	
W. Barnett Enterprises	RESORTS	Ocean Beach Resort	
Winesett-Hill Construction	COMMERCIAL	Five Guys Burger	
Marino Construction	MARINA	Stock Island Marina Village	
Bellingham Marine	MARINAS	Sunset Marina Temporary Building	
Charley Toppino & Sons, Inc.	COMMERCIAL	Boy Scout Camp Sawyer	
City of Key West	MILITARY	Navy Mole Pier For Naval Ships	
Coastal Construction	RESIDENTIAL	Poinciana Royale	
Coastal Construction	EDUCATIONAL	Horace O Bryant	
Complete Property Services	RESORTS	Crown Plaza La Concha Complete Property Services Lobby, New Spa, New Starbucks, New Wino O Bar, New Juice Bar, Pool Bar	

2003 - 2008

CONTRACTOR:	TYPE OF PROJECT:	NAME OF PROJECT:	
Frank Dovelle Const	RESORTS	Little Palm Island	
Frank Dovelle Const	RESORTS	Ocean Key House Phase 1, 2 & Construction	
Gary the Carpenter	HEALTHCARE DEVELOPMENTS	Naval Base Veteran's	
Gary the Carpenter	RESIDENTIAL	618 Caroline St.	
Gary the Carpenter	RESIDENTIAL	810 & 812 Terry Ln.	
Gary the Carpenter	RESORTS	Casa Alante	
Homes of Distinction	RESIDENTIAL	Marquesa Court Homes	
HTM, Inc	RESIDENTIAL	Key Cove Phase II	
HTM, Inc	RESORTS	Pier House Phase 6&7	
Kawa Construction, Inc.	COMMERCIAL	Marine Bank	
M.J. Harris, Inc.	HEALTHCARE DEVELOPMENTS	Lower Keys Medical	
Marino Construction	RESORTS	Key Lodge Motel	
Salinero Enterprises	RESIDENTIAL	Tortuga West	
Sauer, Inc	CITY & GOVERNMENT	Hurricane Wilma Repairs	
Sauer, Inc	MILITARY	Base Ops Facilities	
Sauer, Inc	MILITARY	Naval Base Pistol Range	
Suncom Inc.	COMMERCIAL	Walgreen's	
BRPH	RESIDENTIAL	Truman Annex	
D.L. Porter Constructors, Inc.	AIRPORTS	Key West International	
D.L. Porter Constructors, Inc.	COMMERCIAL	KW Ferry Terminal	
D.L. Porter Constructors, Inc.	HEALTHCARE DEVELOPMENTS	Fishermen's Hospital	
D.L. Porter Constructors, Inc.	HEALTHCARE DEVELOPMENTS	Old Mariners Hospital	
D.L. Porter Constructors, Inc.	LAW ENFORCEMENT	KW Public Safety	
D.L. Porter Constructors, Inc.	LAW ENFORCEMENT	Old Mariners Hospital	
D.L. Porter Constructors, Inc.	LAW ENFORCEMENT	Sheriff's Hanger	
D.L. Porter Constructors, Inc.	RESIDENTIAL	Key Cove Phase I	
D.L. Porter Constructors, Inc.	RESIDENTIAL	Santa Maria	
D.L. Porter Constructors, Inc.	RESORTS	Truman Hotel	
DTC Engineers	ROAD	Road Modification	

Credit References

CONTACT NAME	COMPANY:	PHONE NUMBER:
Craig Cowan	ESI	305-702-6001
Ivan Gonzalez	Graybar	305-520-4800
Emily Katz	Raybro	305-294-3794

References

CONTACT NAME:	COMPANY:	PHONE NUMBER:
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 305-481-630	
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
Gary Burchfield	Gary the Carpenter	305-292-0261
Frank Dovelle	Frank Dovelle Construction	305-395-0049
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

FLORIDA BID BOND

BOND NO. Not Applicable

AMOUNT: \$ 5% of Bid Amount 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 ___ 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 CITY OF KEY WEST called the OBLIGEE, in the sum of_____ Five Percent of Bid Proposal Submitted _____ DOLLARS (\$_____ 5% 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 this5th	day of	November	_, 20 <u>19</u> .
		Florida Keys Electric, In	с.
		By	
		PRINCIPAL	
		F001 In	
		FCCI Insurance Comp	arty
		CX	
		Ву	
		Attorney-In-Fact E	duardo A. Menendez



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 \$10,000,000.00): \$10,000,000.00

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 31st day of January , 2019.

Attest:

Craig Johnson, President FCCI Insurance Company

Craig Johnson, President FCCI Insurance Company

Control Company

Cina Welch, EVP, General Counsel, Chief Audit & Compliance Officer, 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
Commission No.GG 19777
My Commission Expires: 09/25/20

Orlene alouso
Notary Public

State of Florida County of Sarasota

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

My commission expires: 9/25/2020



Orlene 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 5th day of November , 2019

Cina Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary

1-IONA-3592-NA-04, 1/2019



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:
The state of the s
Sworn and subscribed before me this5th_ day ofNovember20_19.
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: Sup 30 3031 YANISLEIDIS RODRIGUEZ Notary Public - State of Florida Commission # GG 126425 My Comm. Expires Sep 20, 2021 Bonded through National Notary Assn.

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 City of Key West -	
	MOBILE GENERATOR INSTALLATION – KEY WEST BIGHT FERRY TERMINAL	
2.	This sworn statement is submitted by Florida Keys Electric, Inc. (name of entity submitting sworn statement)	
	whose business address is5730 2nd Avenue Key West, FL 33040	
	whose business address is	
	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), <u>Florida Statutes</u> , 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	

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. Based on information and belief, the statement which I have marked below is true in relation to the entity 8. submitting this sworn statement. (Please indicate which statement applies). x 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 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 11/05/19 (date) STATE OF Florida COUNTY OF Monroe PERSONALLY APPEARED BEFORE ME, the undersigned authority,

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Who, after first being sworn by me, affixed his/her

My commission expires: SP 2012021

Raymond Vazquez

NOTARY PUBLIC

YANISLEIDIS RODRIGUEZ
Notary Public – State of Florida
Commission # GG 126425
My Comm. Expires Sep 20, 2021
Bonded through National Notary Assn.

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: 5730 2nd Avenue Key West, FL 3304 Address	SEAL:
Signature Raymond Vazquez Print Name	
President Title	
DATE: 11/05/19	

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 Code of Ordinances Sec. 2-799. By:
Sworn and subscribed before me this5thday ofNovember20 _19
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: Sep 20/2021
YANISLEIDIS RODRIGUEZ Notary Public – State of Florida Commission # GG 126425 My Comm. Expires Sep 20, 2021 Bonded through National Notary Assn.
Men)

CONE OF SILENCE AFFIDAVIT

STATE OF Florida	_)
	: SS
COUNTY OF Monroe	_)
employees and agents representing the firm have read and understand the limitations are	nd procedures regarding communications concerning
City of Key West Code of Ordinances Sec. 2	2-773 Cone of Silence.
Sworn and subscribed before me this 5th day of November	20 19 .
NOTARY PUBLIC, State ofFlorida	at Large
My Commission Expires: 3 p 3	YANISLEIDIS RODRIGUEZ Notary Public – State of Florida Commission # GG 126425 My Comm. Expires Sep 20, 2021 Bonded through National Notary Assn.

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 an connection or collusion with any person submitting another Proposal on this Contract.
By:
Sworn and subscribed before me this
day of November, 20 19.
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: Solid Commission Solid Commission Solid Commission GG 126425

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 od Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code od 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 Florida Keys Electric, Inc.	Phone: 305-296-4028
Current Local Address: 5730 2nd Avenue Key West, FL 3 (P.O Box numbers may not be used to establish status)	3040 Fax: 305-296-9283
Length of time at this address 20 years	11/05/19
Signature of Authorized Representative	Date
STATE OF Florida COUNTY OF Monroe	
The foregoing instrument was acknowledged before me to By Roumend Vazquez - President (Name of officer or agent, title of officer or agent) or has produced_	his 5th day of November, 20 19. , of Florida Keys Electric, Inc. Name of corporation acknowledging) as identification
(type of identification)	Signature of Notary-
Return Completed form with Supporting documents to: City of Key West Purchasing	Print, Type or Stamp Name of Notary YANISLEIDIS RODRIGUEZ Notary Public - State of Florida Commission # GG 126425 My Comm. Expires Sep 20, 2021 Bonded through National Notary Asso.

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 filled in black ink.	
3.	Total and unit Prices added correctly.	
4.	Addenda acknowledged.	
5.	Subcontractors are named as indicated in the Bid.	
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 days after receiving a Notice of Award.	
11.	Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.	
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	
13.	Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Non-Collusion Affidavit; Proof of Required Insurance	

* * * * *

PART 2 CONTRACT FORMS

CONTRACT AGREEMENT

This Contract, made and entered into day of	
by and between the City of Key West, hereinafter called	the "Owner", and
	, hereinafter called the "Contractor";
WITNESSETH:	
The Contractor, in consideration of the sum to be paid agreements herein contained, hereby agrees at his own particle of the sum to be paid agreements herein contained, hereby agrees at his own particle of the sum to be paid agreements.	roper cost and expense to do all the work and
furnish all the materials, tools, labor, and all appliances, 004 MOBILE GENERATOR INSTALLTION – KI	machinery, and appurtenances for ITB #20- EY WEST BIGHT FERRY TERMINAL
Key West, Florida to the extent of the Bid made by the G	Contractor, dated the day of
Documents referred to herein.	l in full compliance with the Contract

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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 Bid 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 ninety (90) calendar 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.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

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 \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon coobligations remain in affect.	ompletion of the project. Contractors warranty
IN WITNESS WHEREOF, we, the parties hereto,	each herewith subscribe the same this
day of	, A.D., 20
	CITY OF KEY WEST
	By Gregory Veliz, City Manager
	CONTRACTOR
	By
	Printed_ Raymond Vazquez
	Title President
APPROVED AS TO FORM	
Attorney for Owner	·

FLORIDA PERFORMANCE BOND

BOND NO
AMOUNT: \$
KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section
255.05
with offices at
hereinafter called the CONTRACTOR (Principal), and
with offices at
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the CITY OF KEY WEST, hereinafter called the CITY (Obligee), in the sum of:
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT: WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated, 20, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;
NOW THEREFORE , the conditions of this obligation are such that if the above bounden CONTRACTOR:
1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as

accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
- 3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEDEOF the chave portion handed to

THE WITHESS WHEREOF, the above	ve parties bonded together have executed this ins	strument
this day of of each corporate party being hereto representative, pursuant to authority of		rporate sea
	CONTRACTOR	
(SEAL)	Ву:	
ATTEST		
	SURETY	
(SEAL)	Ву:	
ATTEST		

FLORIDA PAYMENT BOND

BOND NO
AMOUNT: \$
KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section
255.05,
with offices athereinafter called the CONTRACTOR, (Principal), and
nereinafter called the CONTRACTOR, (Principal), and
with offices at
a corporation duly organized and existing under and by virtue of the laws of the State of
business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:
WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for
ITB #20-004 MOBILE GENERATOR INSTALLTION- KEY WEST BIGHT FERRY TERMINAL attached hereto, with
the CITY, dated

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bou	inded together have executed this instrument
this day of corporate party being hereto affixed and those representative, pursuant to authority of its governing	, 20, the name and corporate seal of each e presents duly signed by its undersigned ng body.
	CONTRACTOR
(SEAL)	By:
ATTEST	SURETY
(SEAL)	By:
ATTEST	

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

<u>CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT</u>

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

http://www.keywestcity.com/egov/docs/1162843921181.htm

2019 / 2020 MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2020**

RECEIPT# 30140-23918

Business Name: FLORIDA KEYS ELECTRIC INC

Owner Name:

VAZQUEZ RAYMOND PRES AND

Business Location:

5730 2ND AVE KEY WEST, FL

Mailing Address:

VAZQUEZ CAROLINE V PRES

Business Phone:

305-296-4028

5730 2ND AVE

KEY WEST, FL 33040

Business Type:

CONTRACTOR (ELECTRICAL CONT)

33040

Employees

25

STATE LICENSE: ECONO2550

				STATE LICENSE: EC0002558		
Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
65.00	0.00	65.00	0.00	0.00	0.00	65.00
	the second secon			0,00	0.00	05.00

Paid 105-18-00003536 07/08/2019 65.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2020

Business Name: FLORIDA KEYS ELECTRIC INC

RECEIPT# 30140-23918

5730 2ND AVE

Owner Name:

VAZQUEZ RAYMOND PRES AND

Business Location: KEY WEST, FL

Business Phone:

305-296-4028

33040

Mailing Address:

VAZQUEZ CAROLINE V PRES

5730 2ND AVE

Business Type:

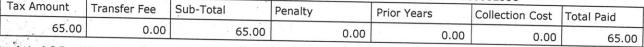
CONTRACTOR (ELECTRICAL CONT)

KEY WEST, FL 33040

Employees

25

STATE LICENSE: EC0002558



Paid 105-18-00003536 07/08/2019 65.00





DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION STATE OF FLORIDA

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VAZQUEZ, RAYMOND

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

LICENSE NUMBER: EC0002558

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.











Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

FLORIDA KEYS ELECTRIC INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:

238210



Samuel (Sammy) Febres

DBE & Small Business Development Manager

Florida Department of Transportation







