

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

BID

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: KEY WEST HISTORIC SEAPORT
PILING REPLACEMENT & PIER REPAIR
ITB #15-019

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

Company Name: Douglas N. Higgins, Inc.
Contact Name & Telephone #: Matt DeLuca
Email Address: mdeluca@dnhiggins.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 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 Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond (Not required as part of this contract) and Payment Bond (Not required as part of this contract) required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, 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.

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
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Coverage must include the following:

- | | |
|-----------------------------------|--|
| - Contractual Liability | - Commercial Form |
| - CG2010 (1185) or Equivalent | - Broad Form Property Damage |
| - No exclusion for XCU | - Premises / Operations |
| - Products / Completed Operations | - Independent Contractors (if any part of the work is to be subcontracted out) |
| - Personal Injury | |

Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
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Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
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Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 90 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,
_____, _____, _____, _____, _____, _____, _____, _____,
(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.

LUMP SUM & UNIT PRICE 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.



THE CITY OF KEY WEST

3140 Flagler Avenue
Key West, FL 33040

**ADDENDUM NO. 1 – KEY WEST HISTORIC SEAPORT
PILING REPLACEMENT & PIER REPAIR
ITB 15-019**

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

Please see the attached additional insurance requirements, 5 pages:

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.

Kelly A. Wilkie
Signature

Douglas N. Higgins, Inc
Name of Business

9-7-12 Navigable waterway addendum

City of Key West confirms that the scope of services specified in the Contract, requires work on or near a navigable waterway. Waterway description: Key West Bight

Therefore the following coverages will indeed be required as specified in the contract documents:

Workers Compensation / Employer Liability

☒ USL&H Coverage (Longshore and Harbor Workers' Compensation Act)
Endorsement WC 00 01 06 A

☒ Jones Act Coverage*
Endorsement WC 00 02 01 A

Marine Third Party Liability

 Protection & Indemnity \$1,000,000 limit

*Jones Act (Crew) coverage may be provided under the P& I policy, if
Contractor is using an OWNED vessel during the course of the work.

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 NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
INSURED Navigable Waterway Addendum	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	

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 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X				AGGREGATE \$,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A	X			E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
	Protection & Indemnity Crew Coverage (Jones Act)	X	X				\$1,000,000
			X				\$1,000,000

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

Work comp to include USL&H coverage, if required by contract.

CERTIFICATE HOLDER

CANCELLATION

City of Key West P.O. Box 1409 Key West, FL 33041-1409	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

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State

**Longshore and Harbor Workers'
Compensation Act Coverage Percentage**

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 01 06 A
(Ed. 4-92)

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

2. Transportation, Wages, Maintenance and Cure Premium \$

3. Limits of Liability

Bodily Injury by Accident \$_____ each accident

Bodily Injury by Disease \$_____ aggregate

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by_____

**CITY OF KEY WEST
3126 Flagler Avenue
Key West, FL 33040**

ADDENDUM NO. 2

KEY WEST HISTORIC SEAPORT PILING REPLACEMENT & PIER REPAIR

ITB 15-019

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby added in accordance with the following items:

ITB Questions and City Responses (*in italics*):

1. The Docks alphabetized names do not match what was included in the "PILING ASSESSMENT REPORT".

Please see attached marked –up dock layout with the correct lettering A, C, D, E, F, H-1, H-2, & H-3. Docks G-1, G-2 & G-3 were newly labeled for this project.

2. The forty-five foot (45') pilings specified at the Key West Ferry Terminal (KWFT) will incur an additional expense, forty-four (44') pilings will be less costly and provide the same security.

Forty –four foot (44') pilings are acceptable, however there is to be 18 piles replaced as opposed to the 17 piles shown on the assessment report. Please amend contract to include 18 forty-four foot (44') pilings at the KWFT.

Also please note that the pilings at the KWFT are 14" not 16" as specified in ITB.

3. Where on the piles should the wrapping be placed?

The wrapping should be placed according to the manufacturers specifications to prohibit marina borer damage.

4. Will the City supply a staging area?

Yes, the City will supply a staging area in close proximity to the work.

5. Pilings on D Dock appear to be 14" piles, can you verify?

Yes, pilings on D-dock are 14", however all the pilings to be replaced are 12" except the ferry terminals is 14".

6. What is the depth of the water at D Dock?

Water depths to be verified by the contractor.

7. *Provide Cost for additional 12" X 35' piles*

Per pile cost to be all inclusive including removal of existing pile, delivery, installation, etc.

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

Kelly A. Ulkue

Signature

Douglas N. Higgins, Inc.

Name of Business



\\tyr1052\monroe\projects\keywest\key west bight location map 1.mxd

Exhibit 1

BID PROPOSAL FORM

NOTE: THE TOTAL LUMP SUM BASE BID PLUS ADD/ALT BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

REMOVAL, DISPOSAL & INSTALLATION OF EIGHT (8) 12" DIAMETER PILINGS, SEVENTEEN (17) 16" DIAMETER PILINGS, FOUR (4) 16" PILE CLUSTERS AND TWENTY -TWO (22) CROSS – BRACE ASSEMBLIES (AS INDICATED ON ATTACHED ENGINEERING PILES ASSESSMENT) Includes all equipment, material & labor

Note: Bidder shall base the bid on using FSC Certified, ASTM D25, 12" & 16' diameter Greenheart pilings with a minimum tip penetration of 40% with a retention level of 2.50 pcf, 3 x 8 wood diagonal cross members with a retention level of 0.60 pcf and 316 stainless steel hardware. All pilings shall be wrapped as specified in Section 01010 of the bids documents and reuse caps.

TOTAL LUMP SUM BASE BID:

LUMP SUM \$ 307,980.00

Three Hundred Seventy thousand Nine Hundred Eighty Dollars & Zero Cents
(amount written in words)

The Bidder shall submit a **Detailed Schedule of Values for the Lump Sum Proposal with the Bid.** It shall be broken down into unit prices and quantities by item for work to be performed. The Detailed Schedule of Values shall be used as a basis for payment and the Bidder will be considered non-responsive if not included in Bid package.

ADD / ALT PIER I (D-DOCK) REPAIRS (Additional Repairs Not Included In Report)

<u>ITEM</u> <u>QUANTITY</u> <u>UNIT</u>	<u>UNIT</u> <u>PRICE</u> <u>FIGURES</u>	<u>TOTAL</u> <u>EXTENDED AMOUNT</u> <u>FIGURES</u>
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INSTALL PILING CAPS

Includes all equipment, material & labor

10 EACH	\$ <u>195</u>	\$ <u>1,950.00</u>
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REMOVE & REINSTALL 2 x 6 composite wood decking

360 SF \$ 52.00 \$ 18,720.00

INSTALL 3 X 8 CROSS-BRACES

Includes all equipment, material, labor, & stainless steel hardware

3 EA \$ 1,950.00 \$ 5,850.00

INSTALL 2 X 6 JOISTS

Includes all equipment, material, labor, & stainless steel hardware

600 LF \$ 29.00 \$ 17,400.00

INSTALL 2 X 6 DOUBLE STRINGERS

Includes all equipment, material, labor, & stainless steel hardware

300 LF \$ 50.00 \$ 15,000.00

REMOVE & REINSTALL ELECTRICAL PEDESTAL

Includes all equipment, material, labor, & stainless steel hardware

2 EA \$ 1,300.00 \$ 2,600.00

REMOVE & REINSTALL ELECTRICAL TRANSFORMERS

Includes all equipment, material, labor, & stainless steel hardware

1 EA \$ 1,950.00 \$ 1,950.00

HIGH DENSITY POLYETHYLENE PILE WRAP (FOR EXISTING PILES)

Includes all equipment, material & labor

10 EA \$ 530.00 \$ 5,300.00

TOTAL ADD/ALT BID \$ 68,770.00

TOTAL BASE & ADD/ALT BID \$ 376,750.00

Payment for materials & equipment authorized by the owner in a written work change order but not listed in the schedule of values, will be provided at suppliers invoice plus 15 %.

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

Pile Off-loading	Management
Pile Freight	Bond + Insurance
Turbidity Barrier	Supply all Material
	\$180,000.00 Total

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:

Coffin Marine Services
Name

P.O. Box 430538 Big Pine Key FL 33043
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

SURETY

Hartford Accident & Indemnity Co. whose address is
P.O. Box 2103, Hartford, CT, 06115
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Douglas N. Higgins, Inc. doing business at
3390 Travis Pointe Rd. Suite A Ann Arbor, MI 48108
Street City State Zip

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

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

Douglas N. Higgins - Owner & President

Daniel Higgins - Vice President

Kelly Wilkie - Vice President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2015.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 29th day of July 2015.

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By Kellya. Wilkie
Title Vice-President
Attest Sandra K. Harrison
Secretary

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

see attached list

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: SCWRF Odor Control Blowdown Disposal Job No. 750-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-5344 Alicia Abbott, PM AliciaAbbott@colliergov.net</p> <p>Engineer - Address - Phone: CPH Corp. 5601 Mariner St, Ste. 240 Tampa, FL 33609 (813) 286-0433 W. Wade Wood, P.E.</p> <p>Contract Date: November 14, 2013 Final Contract Amount: \$352,625.51 Completion Date: August 14, 2014</p> <p>Project Description: Install new duplex pump station including an 8x10 precast watwell, 2-3hp submersible pumps, control panel, electromagnetic flow meter, ph meter & PLC to provide ph control of effluent. 200 ft of 3" force main was installed to route pump station discharge to the deep injection well. a bypass to the sanitary sewer system is provided as an alternate discharge location.</p>	<p>Project Name: ARV Replacement Program - Phase II Job No. 890-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-4233 Corrine Tritan, Project Manager CorrineTritan@colliergov.net</p> <p>Engineer - Address - Phone: AECOM 4415 Metro Pkwy., Ste. 404 FL Myers, FL 33916 (239) 278-7996 Dustin Chisum, EI</p> <p>Contract Date: June 25, 2013 Final Contract Amount: \$322,790.00 Completion Date: August 14, 2014</p> <p>Project Description: Remove & replace over a hundred air release valves on various existing force main lines. Most of the replacements increased the size of the air release valve from a two to a three inch.</p>
<p>Project Name: Swallow Ave. Drainage - Phase II Job No. 790-14</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Dr. Marco Island, FL 34145 Timothy Pinter, P.E. (239) 389-5018 Tpinter@cityofmarcoisland.com</p> <p>Engineer - Address - Phone: AEC of Marco Island, Inc. 573 Bald Eagle Dr. Marco Island, FL 34145 (239) 394-1697</p> <p>Contract Date: June 10, 2014 Final Contract Amount: \$541,067.00 Completion Date: September 27, 2014</p> <p>Project Description: Install of 2 large structures and large diameter storm drain pipe systems from an existing outfall. Approximately 505 LF of reinforced concrete pipe and 820 LF of smooth wall HDPE pipe. Misc. storm drain inlets and minor utility work and swale grading (approx. 400 LF). Sod replacement and misc. restoration</p>	<p>Project Name: J & C Blvd Roadway Improvements Job No. 940-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Transportation Eng. Dept. 2885 South Horseshoe Dr. Naples, FL 34104 Julio Ordonez (239) 252-5762 julioordonez@colliergov.net</p> <p>Engineer - Address - Phone: Agnoli, Barber and Brundage, Inc. 7400 Trail Blvd. #200 Naples, FL 34108 Edward F. Tryka III, P.E. (239) 597-3111</p> <p>Contract Date: February 11, 2014 Final Contract Amount: \$1,460,479.30 Completion Date: September 30, 2014</p> <p>Project Description: Project consisted of drainage improvements, excavating existing CMP and replacing with 5,080 ft of new RCP Pipe. Extensive swale grading and the addition of 129 Catch Basin structures, in addition the road was widened in both directions ranging in 2-4 ft then finished with a 1" overlay with new signage and striping, replaced driveways and sod.</p>
<p>Project Name: SCWRF Proposed 30" & 24" Force Main Phase I and MPS 306 Force Main Phase III Job No. 745-14</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372 WayneKarlovich@colliergov.net</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E. (239) 252-2000</p> <p>Contract Date: June 13, 2014 Final Contract Amount: \$410,877.33 Completion Date: November 26, 2014</p> <p>Project Description: Install one (1) 30" diameter HDPE x 400' horizontal directional drill force main and one (1) 30" diameter HDPE x 600' horizontal directional drill with 200' of ductile iron force main. Includes all valves, appurtenances and restoration</p>	<p>Project Name: Golden Gate City Stormwater Drainage Improvements Job No. 795-14</p> <p>Owner - Address - Project Manager - Phone: Collier County Growth Mgmt. Div. 2885 S. Horseshoe Dr. Naples, FL 34104 Tad Pluc, Inspector (239) 252-5799 TadPluc@colliergov.net</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, FL 34134 Brent Addison, P.E. (239) 947-1144</p> <p>Contract Date: October 28, 2014 Final Contract Amount: \$525,316.23 Completion Date: March 11, 2015</p> <p>Project Description: Drainage and Sidewalk Improvements - Remove and replace existing drainage structures and culverts; install new drainage structures and culverts in driveways, pavement and sidewalk patching, swale regrading and misc. site restoration</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Pinewoods & Naples Bath & Tennis Water System Improvements Job No. 725-14</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Utilities Department 380 Riverside Dr. Naples, FL 34102 David Graff (239) 213-4716 dgraft@naplesgov.com</p> <p>Engineer - Address - Phone: City of Naples - Utilities Department 380 Riverside Dr. Naples, FL 34102</p> <p>Contract Date: July 8, 2014 Final Contract Amount: \$81,016.00 Completion Date: October 31, 2014</p> <p>Project Description: Install 8" hot taps with valves, install approx. 165 ft. of 8" C900 PVC, directional drill & pull in 10" DR 9 pipe and 10" HDPE pipe, 6" hot tap with valves, transition connect 10" HDPE to 6" tap and 8" PVC, flush pressure test and restore. Asphalt repair.</p>	<p>Project Name: Master Pump Station 312 Rehabilitation Job No. 912-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Peter Schalt (239) 252-5343 PeterSchalt@collier.gov</p> <p>Engineer - Address - Phone: Agnoli, Barber & Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111 Steve Martin, P.E. (Martin@abbinc.com)</p> <p>Contract Date: February 12, 2013 Final Contract Amount: \$5,752,145.14 Completion Date: March 6/2014</p> <p>Project Description: Complete rehabilitation of wetwell & control building, including installation of bioscrubber in series with existing odor control equipment. Work included 6 new sewage pump installations, extensive electrical and controls work, dewatering, fencing, sitework, etc.</p>
<p>Project Name: Thomasson Drive 24 Inch Force Main Job No. 924-14</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-5372 Wayne Karlovich, P.E. waynekarlovich@collier.gov</p> <p>Engineer - Address - Phone: Johnson Engineering 2122 Johnson St., P.O. Box 1550 Ft. Myers, FL 33902-1550 Michael Dickey, P.E. msd@johnsoneng.com</p> <p>Contract Date: April 29, 2014 Final Contract Amount: \$174,390.00 Completion Date: July 22, 2014</p> <p>Project Description: Approximately 2100 LF of 24 inch force main, plug valves, fittings and appurtenances. The force main was installed in and around heavy existing utilities. Included in the project was 2 road crossings that were open cut and 42 inch steel casings utilized.</p>	<p>Project Name: WWTP Supplemental Water Line Job 720-14</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. 239-213-4762 jfraderiksen@naplesgov.com</p> <p>Engineer - Address - Phone: City of Naples - Utilities Department 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. jfraderiksen@naplesgov.com</p> <p>Contract Date: June 6, 2014 Final Contract Amount: \$99,126.00 Completion Date: September 16, 2014</p> <p>Project Description: Installation of a supplemental water line to the City's WWTP effluent transfer station. Hot tapping an existing 6" CI water line east of the City's Equipment Services Facility; meter/backflow assembly, pipeline through plant, discharge assembly, valves, fittings, approx. 615 LF of 6" DI pipe, approx. 168' of 4" DI pipeline, fittings, hardware, restoration of drives/roads, sod.</p>
<p>Project Name: MPS 306 Force Main - Phase 1 Job No. 740-14</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-5372 Wayne Karlovich, P.E. waynekarlovich@collier.gov</p> <p>Engineer - Address - Phone: AECOM Technical Services, Inc. 4415 Metro Pkwy., Ste. 404 Ft. Myers, FL 33916 (239) 278-7996 Donovan S. Bramlett, P.E.</p> <p>Contract Date: March 24, 2014 Final Contract Amount: \$626,089.00 Completion Date: July 31, 2014</p> <p>Project Description: Directional drilling 2 runs of 30" HDPE force main, 900' & 1100' tied together with a 30" plug valve, open cut 300' of 30" ductile iron force main, connect to HDPE directional drill with a 30" plug valve, connect entire line to existing force main.</p>	<p>Project Name: LASIP Davis Blvd. Canal Improvements Job No. 900-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Growth Mgmt. Division 2885 South Horseshoe Drive Naples, FL 34104 (239) 252-2885 Tad Pluc, Project Mgr. tadpluc@collier.gov</p> <p>Engineer - Address - Phone: CDM Smith 12501 World Plaza Ln., Bldg. 51 Ft. Myers, FL 33907 (239) 938-9600 Jane Williams, P.E.</p> <p>Contract Date: January 7, 2014 Final Contract Amount: \$1,727,214.43 Completion Date: September 23, 2014</p> <p>Project Description: Regrading 8,400 lf of the Davis Blvd. Canal. Reestablishing control and repairing erosion along the entire length was a priority on this job. Extremely hard rock was encountered throughout most of the project. A cast in place control weir was built by our forces in coordination with the County & the SFWMD.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: City of Naples - WWTP Filter Rehab. Job No. 862-13</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. 239-213-4762</p> <p>Engineer - Address - Phone: Aqua-Aerobic Systems, Inc.</p> <p>Contract Date: February 6, 2013 Final Contract Amount: \$454,916.00 Completion Date: August 22, 2013</p> <p>Project Description: This project was comprised of the complete rehabilitation of two (2) 90' x 16' automatic backwash filters, including removal and replacement of all existing media, porous plates, caulking and retaining angles. Also Included was removal and replacement of the filter bridge rails and UHMW backwash shoe on each system. Some incidental concrete patching was performed, as well as full startup and performance testing.</p>	<p>Project Name: NCWRF Filter Set 1 Rehabilitation Job No. 857-12</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p>Contract Date: June 26, 2012 Final Contract Amount: \$1,455,517.97 Completion Date: June 26, 2013</p> <p>Project Description: Complete Removal of four sand bed automatic backwash filter systems. Structural improvements to load bearing concrete walls, resurfacing of interior filter walls, and installation of four new automatic backwash filter systems including underdrains, media, and mechanical equipment.</p>
<p>Project Name: Southwest Florida International Airport Midfield Terminal Apron Expansion & Taxiway Job No. 995-12</p> <p>Owner - Address - Project Manager - Phone: Lee County Port Authority c/o Manhattan Construction (Florida), Inc. 3705-1 Westview Dr. Naples, FL 34104 Hector Yanez, Project Mgr. 239-643-6000</p> <p>Engineer - Address - Phone: AECOM Transportation 4415 Metro Pkwy., Ste. 404 Fort Myers, FL 33916 239-278-7996</p> <p>Contract Date: June 25, 2012 Final Contract Amount: \$2,732,733.48 Completion Date: February 11, 2014</p> <p>Project Description: Construction of storm water infrastructure improvements within the SW Fla. International Airport newly expanded taxiway and terminal areas. Work consisted of installing cast-in-place and precast storm structures, approximately 5700 LF of RCP ranging in size from 30" to 72"x 113" (2200 LF of which is large diameter), and implements dewatering systems to enable construction of work in dry soil conditions.</p>	<p>Project Name: MPS 318 - Right-of-Way Taking Job No. 918-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372</p> <p>Engineer - Address - Phone: Johnson Engineering 2350 Stanford Ct. Naples, FL 34112 (239) 434-0333 Jared Brown</p> <p>Contract Date: September 9, 2013 Final Contract Amount: \$162,818.23 Completion Date: May 6, 2014</p> <p>Project Description: Demolition of Retaining walls, fence, and other site imp. Reconstruction of the demolished improvements. Rehab. Of pump station, replace ductile iron pipe with HDPE, abandoning the valve vaults & reconfigure the meter/bypass assembly. Landscape & irrigation replacement.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Immokalee Stormwater Downtown Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners Immokalee Area CRA 1320 N. 15th St. Immokalee, FL 34142 Bradley Muckel (239) 867-4121 #202</p> <p>Engineer - Address - Phone: CDM Smith, Inc. 2180 West First St., #400 Fort Myers, FL 33901 Marc Stonehouse, P.E. (239) 938-9616</p> <p>Contract Date: January 24, 2012 Final Contract Amount: \$2,709,797.14 Completion Date: December 20, 2012</p> <p>Project Description: Constructed 7.6 acre retention pond and approximately 16,500 LF of RCP storm sewer ranging in size between 18 and 42 inches. The work was completed in a semi-urban part of Immokalee, FL and also included 262 LF of 4 x 6 box culvert parallel to and under an existing road.</p>	<p>Project Name: Gateway Triangle Residential Area Tertiary Stormwater System Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners Bayshore Gateway Triangle CRA 4069 Bayshore Drive Naples, FL 34112 Ashley Caserta (239) 643-1115</p> <p>Engineer - Address - Phone: Q. Grady Minor and Assoc. P.A. 3800 Via Del Rey Bonita Springs, FL 34134 David Schmidt (239) 947-1144</p> <p>Contract Date: March 30, 2012 Final Contract Amount: \$1,731,977.00 Completion Date: February, 2013</p> <p>Project Description: This project was designed to reduce known flooding in the Gateway Triangle. Removal of existing culverts, mitered ends and driveways, installation of over 10,000 LF of culvert pipe, over 400 mitered ends, 300 driveways, regrading/realignment of grass swales and pavement overlay of disturbed areas.</p>
<p>Project Name: Irrigation Quality Water Sites - Priority Group 2 Sites</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Aaron Cromer, PMP (239) 252-5338</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p>Contract Date: January 24, 2012 Final Contract Amount: \$515,474.13 Completion Date: February 13, 2013</p> <p>Project Description: Allow improved control and monitoring of IQ Water usage at Tarpon Cove, Calusa Bay, Veteran's Park and Vineyards Elementary School Properties. Installation of 4 meter assemblies comprised of an MOV, electromagnetic flowmeter, flow control valve and all associated power and controls hardware and software.</p>	<p>Project Name: NCWRF Multiple Projects - Bleach Piping, Knife Gate Valves, Channel Mixers, Clarifiers, Potable Water Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig Pajer, Project Manager (239) 252-2554</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Jerry Taricska (239) 254-2000</p> <p>Contract Date: July 21, 2011 Final Contract Amount: \$457,031.30 Completion Date: June 21, 2013</p> <p>Project Description: Bleach Piping - Remove, replace and paint 1 1/2", 2" & 3" PVC bleach piping and valves at the North Bleach Facility Knife Gate Valves - Remove 3 existing 30" knife gate valves at the mixed liquor splitter box and replace with 3 - 30" plug valves Channel Mixers - Remove 4 existing 1hp mixers and replace with 4 1hp vertical solid shaft right angle mixers located in the MLE Aeration Basin influent channel. Potable Water Interconnect - Install 6" & 4" ductile piping, valves and backflow preventer to connect the BFP Booster Pump at the Sludge Handling Building to the potable water system. Clarifiers 6 & 7 - Remove and replace drive systems, rebuild center columns, replace seals, repair, replace and coat corroded metal, piping and valves.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Pump Station 312.29 & 312.41 Refurbishment</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Zamira Del Toro, Project Mgr. 239-252-6279</p> <p>Engineer - Address - Phone: Tetra Tech, Inc. 10600 Chevrolet Way, Ste. 300 Estero, FL 33928 Danny Nelson, P.E. 239-390-1467</p> <p>Contract Date: August 23, 2011 Final Contract Amount: \$267,222.12 Completion Date: April 25, 2012</p> <p>Project Description: PS 312.29 - Refurbishment of existing PS 312.29 to install new HDPE discharge piping, new check and plug valves, new pumps and pH probe. Also amended existing electrical control panels to allow for new components. New curbs, stone, & landscaping installed. PS 312.41 - Refurbishment of existing PS 312.41 to install new HDPE discharge piping, check and plug valves, pumps, electrical control panels, generator with ATS, new telemetry along with new lining in pump station. Privacy slats were also installed in existing fence along with new stone landscaping.</p>	<p>Project Name: Hendry County - Construction of CR 78 Phase 1A & 1B Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: Hendry County Board of County Comm. P.O. Box 1607 99 East Cowboy Way LaBelle, FL 33975 Shane Parker, PE (863) 675-5222</p> <p>Engineer - Address - Phone: Johnson Engineering 251 W. Hickpochee Ave. LaBelle, FL 33935 James V. Lofton, Jr. (863) 612-0594</p> <p>Contract Date: December 1, 2011 Final Contract Amount: \$765,516.97 Completion Date: July 10, 2012</p> <p>Project Description: Remove & install roadway concrete box culverts and headwalls. Installed concrete sediment basin & ditch block, steel sheet pile, grade work for slopes and relocation of swales and ditches, remove and replace guardrails and asphalt. Install pedestrian picket railing, rip-rap, drainage pipe, sod, signage and striping.</p>
<p>Project Name: Traditions, Golf Residences and Villas at Grey Oaks</p> <p>Owner - Address - Project Manager - Phone: CCC Traditions, LLC 135 San Lorenzo Ave. Coral Gables, FL 33146</p> <p>Engineer - Address - Phone: Peninsula Engineering 2600 Golden Gate Pkwy. Naples, FL 34105 CJ Brown 239-262-2600</p> <p>Contract Date: January 1, 2012 Final Contract Amount: \$363,596.00 Completion Date: July 13, 2012</p> <p>Project Description: Modification of existing sanitary sewer system from single family home layout to multi-family home layout, new city water system, modification of existing drainage system.</p>	<p>Project Name: Michigan Street Sidewalk Project</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, FL 34135 (239) 949-6262 David Liccardi</p> <p>Engineer - Address - Phone: Lake Hickory Ventures, Inc. 22210 Fairmont Ct. Estero, FL 33928 (239) 898-4008</p> <p>Contract Date: August 15, 2012 Final Contract Amount: \$175,734.00 Completion Date: September 28, 2012</p> <p>Project Description: Furnish and installed Portland Cement Concrete sidewalk along the west side of Michigan Street from Bonita Beach Road to Pennsylvania Ave. Project consisted of 2220 LF of sidewalk, 15", 24", and 30" reinforced concrete pipe, mitered end sections, yard drains, vertical headwall, FDOT approved railing, fill material, sod, signage, striping, and various incidental items.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Wyndemere Country Club Remove/Install 43 Fire Hydrants & Valves</p> <p>Owner - Address - Project Manager - Phone: Collier County Water Distribution 4370 Mercantile Ave. Naples, FL 34104 Pam Libby 239-252-6239</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: September 5, 2011 Final Contract Amount: \$98,350.00 Completion Date: November 21, 2011</p> <p>Project Description: Remove/Install 43 Fire Hydrants & Valves Remove/Install 3 Inline Valves Install 1 new Inline Valves</p>	<p>Project Name: NCWRF Compliance Assurance</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Peter Schall, PMP</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Clifford Pepper, P.E. (239) 254-2000</p> <p>Contract Date: November 6, 2009 Final Contract Amount: \$8,683,000.00 Completion Date: November 23, 2011</p> <p>Project Description: Upgrade to existing odor control system. Installation of 4 new odor control units. Construction of two HDPE lined water storage ponds. Repairs and reshaping of existing ponds. Upgrade to existing MLE Aeration basins including fine bubble diffuser systems, centrifugal blower and odor control covers. Stormwater upgrades throughout site including ponds and swales. Upgrades and modifications to existing chemical supply systems</p>
<p>Project Name: Vanderbilt Beach MSTU, Gulf Shore Drive Utility Relocate</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Mark Sunyak, P.E. (Project Manager)</p> <p>Engineer - Address - Phone: Malcolm Pirnie 4315 Metro Pkwy, Ste. 520 Ft. Myers, FL 33916</p> <p>Contract Date: November 28, 2011 Final Contract Amount: \$72,778.50 Completion Date: January 27, 2012</p> <p>Project Description: Relocate, remove/abandonment of specified portions of existing 8 inch asbestos cement water pipe, installation of new 8 inch PVC water pipe, connections, fittings, valves, joint restrains, mechanical fittings and appurtenances, excavating, pipe bedding/backfilling, grading, sod installation, dispose of pipe and earth material, roadway and site restoration.</p>	<p>Project Name: Bella Terra - Replace Existing Irrigation Main</p> <p>Owner - Address - Project Manager - Phone: Habitat Lakes LLC 782 NW 42nd Ave., Ste 630 Miami, FL 33126 305-445-9855</p> <p>Engineer - Address - Phone: Banks Engineering 10511 Ben C. Pratt Pkwy. Ft. Myers, FL 33966 239-939-5490</p> <p>Contract Date: December 5, 2011 Final Contract Amount: \$108,712.18 Completion Date: January 18, 2012</p> <p>Project Description: Replace Existing Irrigation Main</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Lakes Park Water Quality Improvements</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p>Engineer - Address - Phone: AIM Engineering & Surveying, Inc. 5300 Lee Blvd. Lehigh Acres, FL 33971 Lee Flynn, P.E. 239-332-4569</p> <p>Contract Date: April 26, 2011 Final Contract Amount: \$487,985.00 Completion Date: October 30, 2011</p> <p>Project Description: Constructing two additional control structures (CS 4 and 5) to enhance current flow patterns and reduce stagnant zones at the north and south ends of the west lake. The two existing control structures (CS 1 and 5) were modified by installing slide gates to reduce flow through these structures. The project also involved clearing and grading of four existing spoil islands to create littoral shelves by the removal of exotics and spoil material and the planting of native wetland vegetation.</p>	<p>Project Name: East Naples/Solana Road Pump Station Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities Division 380 Riverside Circle Naples, FL 34102 Dave Graff 239-213-4716</p> <p>Engineer - Address - Phone: Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p>Contract Date: March, 2010 Final Contract Amount: \$2,500,000.00 Completion Date: February, 2011</p> <p>Project Description: Replacement of high services pumps, installation of electrical rooms and roof modifications, VFD Installation, 600kw generator installation as well as other mechanical, structural, electrical and instrumentation improvements at two booster stations.</p>
<p>Project Name: NCWRF Repair 5 Sludge Presses</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p>Engineer - Address - Phone: Kornline-Sanderson Engineering Corp. 12 Holland Ave. Peapack, NJ 07977-0257 Steven Lukacs 908-234-1000</p> <p>Contract Date: July 15, 2010 Final Contract Amount: \$143,000.00 Completion Date: November 14, 2011</p> <p>Project Description: Install sludge presses at 1, 2, 3, 5 and 6</p>	<p>Project Name: SCRWTP Chlorination Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Alicia Abbott, Project Manager 239-252-5344</p> <p>Engineer - Address - Phone: Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p>Contract Date: June 17, 2011 Final Contract Amount: \$98,831.00 Completion Date: November 3, 2011</p> <p>Project Description: Extend two existing chlorine feed lines and installed chlorine residual analyzers.</p>
<p>Project Name: NCWRF Deep Injection Well Mag Meter Replacement</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig J. Pajer, Project Manager 239-252-2554</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: January 10, 2011 Final Contract Amount: \$24,526.72 Completion Date: September 13, 2011</p> <p>Project Description: Remove and Install NCWRF DIW Magnetic Flow Meters, electrical disconnection and reconnection, provided and installed 24 inch Mega-flange</p>	<p>Project Name: (4) 8" Gravity Line Segment Replacement along Vanderbilt Drive</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 Tamiami Trail E. Naples, FL 34112 James Sainvilus, Project Manager 239-252-4285</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: August 16, 2011 Final Contract Amount: \$158,000.00 Completion Date: September 23, 2011</p> <p>Project Description: Four 8" point repairs on Vanderbilt Drive</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Immokalee & Everglades Intersection Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of Commissioners 3301 Tamiami Trail East Naples, FL 33412</p> <p>Engineer - Address - Phone: Collier County TECM 2885 Horseshoe Dr. Naples, FL 34109</p> <p>Contract Date: August 2, 2010 Final Contract Amount: \$50,108.00 Completion Date: November 8, 2010 Project Description: Subcontract Agreement with Batter Roads, Inc.</p>	<p>Project Name: Popash Creek Preserve Improvements</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p>Engineer - Address - Phone: T.Y. Lin International 2400 First St., Ste. 200 Fort Myers, FL 33901 Richard White Jr., P.E. (239) 332-4846</p> <p>Contract Date: December 14, 2010 Final Contract Amount: \$1,035,426.46 Completion Date: June 30, 2011 Project Description: Work at Popash Creek consisted of construction external berms on three sides of the 307 acre preserve, constructing some internal berms in the South area, lowering the existing east-west berm (south of the interceptor ditch), installing 36" and 48" RCP's, channel excavation as part of Lake 1, sand cement rip rap installation, rip rap installation, sheet piling, weir gate installation as well as other misc. storm improvements.</p>
<p>Project Name: North County Water Reclamation Facility Flow Meter Replacement, Phase 2</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, FL 34110 239-254-2000</p> <p>Contract Date: May 21, 2010 Final Contract Amount: \$192,994.05 Completion Date: December 6, 2010 Project Description: Furnish and install EQ Tank Furnish and install OX Ditch</p>	<p>Project Name: Lee/Hendry County Construction of Injection Well Surface Facilities</p> <p>Owner - Address - Project Manager - Phone: Lee County Solid Waste Division 10500 Buckingham Rd. Fort Myers, FL 33905 Keith Howard, Solid Waste 239-533-8917 khoward@leesov.com</p> <p>Engineer - Address - Phone: MWH Americas, Inc. 14311 Metropolis Ave., Ste. 101 Fort Myers, FL 33912 Gordon Kennedy (Gordon.P.Kennedy@us.mwglobal.com) 239-236-0011</p> <p>Contract Date: January 25, 2011 Final Contract Amount: \$1,455,900.09 Completion Date: November 15, 2011 Project Description: Construction of a 2 acre injectate Storage Pond, installation of double containment HDPE piping for transfer of leachate, installation of an injection well and monitoring well, installation of an annular pressure tank fed with nitrogen, installation of monitoring well pumps, transducers and appurtenances along with injectate transfer, self-priming, non-clog, horizontal pumps. Project also involved installation of all associated electrical and complicated instrumentation system to cater for the safe transfer of leachate from various storage ponds into the injection well.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Mackle Park Phase 3 (A) Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145</p> <p>Engineer - Address - Phone: American Engineering Consultants of Marco Island, Inc. 573 Bald Eagle Drive Marco Island, FL 34145 (239) 394-1697</p> <p>Contract Date: January 19, 2010 Final Contract Amount: \$240,100.00 Completion Date: April 30, 2010</p> <p>Project Description: Park renovations to include: New asphalt walkway around lake, new bollard lighting, new lake fountain, new polygon shelter</p>	<p>Project Name: Isle of Capri - Phase I Water Main Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 Tamiami Trail East Naples, FL 34112 Diana Dueri 239-252-4218</p> <p>Engineer - Address - Phone: David Schmitt, P.E. Q. Grady Minor 3800 Via Del Rey Bonita Springs, FL 34134 239-947-1144</p> <p>Contract Date: April 29, 2010 Final Contract Amount: \$906,060.33 Completion Date: January 2, 2011</p> <p>Project Description: Installation of new water distribution pipeline that connects to the existing 12-inch water transmission main that goes into the Isles of Capri from Collier Blvd. Includes installation of approx. 4500 LF of 12" PVC and 4500 LF of 6" PVC. Work also involves installation of new service lines and cross connection devices at each service location, along with several new fire hydrants and road restoration.</p>
<p>Project Name: Winterberry Drive & South Heathwood Drive Water Main Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Timothy E. Pinter, P.E., Public Works Director 239-389-5000</p> <p>Engineer - Address - Phone: AECOM Technical Services, Inc. 4415 Metro Parkway, Suite 404 Fort Myers, FL 33916 Alfred J. Wittl, P.E. 239-278-7996</p> <p>Contract Date: March 4, 2010 Final Contract Amount: \$130,881.37 Completion Date: October 29, 2010</p> <p>Project Description: 18" Interconnect to existing 36" ductile iron watermain</p>	<p>Project Name: MPS 104 Reclaimed Water Main Supl</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Shanthi Sridhar 239-252-5345</p> <p>Engineer - Address - Phone: Greeley and Hansen 1567 Hayley Lane, Suite 201 Fort Myers, FL 33907 Kevin Higginson, P.E. 239-226-9660</p> <p>Contract Date: April 27, 2010 Final Contract Amount: \$245,908.88 Completion Date: January 21, 2011</p> <p>Project Description: Construction of Approx. 240 LF of 16 inch and 18 inch reclaimed water main and improvements to a wastewater pumping station, including one horizontal directional drill roadway crossing and all pipe, fittings, appurtenances, valves, connection to existing reclaimed water main, air release valves, surface restoration, testing, and placing new reclaimed water main and pumping station improvements in service.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: SCWTP Rehab Reactor #1</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: July 28, 2009 Final Contract Amount: \$97,400.00 Completion Date: December 3, 2009</p>	<p>Project Name: Master Pump Station 302 Rehabilitation</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates, P.A. David Schmitt 3800 Via Del Ray Bonita Springs, FL 34134</p> <p>Contract Date: November 10, 2008 Final Contract Amount: \$2,011,347.57 Completion Date: April 30, 2010</p> <p>Project Description: Rehabilitation of Pump Station 302 Complete Tear out of existing pumps and piping. Installed 8 new 100 HP pumps and associated 30" piping. Bypassed sanitary pump station with a 30,000 GPM bypass system in in extreme tight conditions.</p>
<p>Project Name: Magnolia Pond Drive Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Dept. 2885 S. Horseshoe Drive Naples, FL 34104 Val Prince (239) 252-5879</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Ray Bonita Springs, FL 34134 David Schmitt, P.E. (239) 947-1144</p> <p>Contract Date: June 29, 2009 Final Contract Amount: \$86,775.00 Completion Date: October 2, 2009</p>	<p>Project Name: Year 4 Sewer Districts Wastewater Lift Stations - Phase One and Two</p> <p>Owner - Address - Project Manager - Phone: Marco Island Utilities 50 Bald Eagle Drive Marco Island, FL 34145 James Miller, Public Works (239) 394-3880</p> <p>Engineer - Address - Phone: Boyle Engineering Corp. 4415 Metro Pkwy., Ste. 404 Ft. Myers, FL 33916 (239) 278-7996</p> <p>Contract Date: May 20, 2008 Final Contract Amount: \$1,777,185.54 Completion Date: April 23, 2010</p> <p>Project Description: Installation of 18 precast concrete wet wells from 15 to 20 feet deep in existing residential neighborhoods. Installed valve vaults, master manholes, hatch covers & 12 inch sanitary sewer from master manholes to wet well for 19 lift stations.</p>
<p>Project Name: Master Pump Station 101 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail, Bldg. H Naples, FL 34112 (239) 252-4285</p> <p>Engineer - Address - Phone: Agnoli, Barber & Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111</p> <p>Contract Date: November 30, 2009 Final Contract Amount: \$147,534.62 Completion Date: August 6, 2010</p> <p>Project Description: Install forcemain and generator at MPS 101</p>	<p>Project Name: Port of the Islands Mechanical & Electrical Work at Water Well No. 3</p> <p>Owner - Address - Project Manager - Phone: Port of the Island Community Improvement District</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 (239) 254-2000</p> <p>Contract Date: December 21, 2009 Final Contract Amount: \$169,398.99 Completion Date: June 2, 2010</p> <p>Project Description: Mechanical & Electrical work associated with new water well No. 3, including new well pump, control valve, flow meter and telemetry connection to well No. 3 system.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: CAT Operations & Administration Center Pump Station and Force Main Connection</p> <p>Owner - Address - Project Manager: Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p>Engineer: Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p>Contract Date: February 14, 2008 Final Contract Amount: \$133,673.04 Completion Date: May 1, 2008 Project Description: Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p>	<p>Project Name: San Marco Master Lift Station</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: January 2, 2008 Final Contract Amount: \$833,615.61 Completion Date:</p> <p>Project Description: Construct new 800 GPM Master Lift Station</p>
<p>Project Name: Irrigation Quality Water Project</p> <p>Owner - Address - Project Manager: Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Demon Gonzales</p> <p>Engineer - Address - Phone: Anchor Engineering</p> <p>Contract Date: March 14, 2007 Final Contract Amount: \$1,213,474.52 Completion Date: January 15, 2008</p>	<p>Project Name: Golden Gate WWTP and Injection Pump Station</p> <p>Owner - Address - Project Manager - Phone: Florida Governmental Utility Authority 11985 Collier Blvd., Ste. 7 Golden Gate, FL 34116 (239) 455-1583</p> <p>Engineer - Address - Phone: Arcadis 2092 Old Arbor Ct. Sarasota, FL 34232 813-335-1799</p> <p>Contract Date: August 17, 2008 Final Contract Amount: \$2,621,907.78 Completion Date: July 13, 2009 Project Description: Expansion of Golden Gate WWTP which included the construction of a new digester, chlorine contact tank and injection well pump station, modification of clarifiers #1 and #2, installation of surge and annular pressure tanks and appurtenances.</p>
<p>Project Name: Treeline Master Pump Station</p> <p>Owner - Address - Project Manager - Phone: City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p>Engineer - Address - Phone: Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Troueteaud (239) 334-0046</p> <p>Contract Date: July 1, 2008 Final Contract Amount: \$1,043,805.00 Completion Date: February, 2009 Project Description: Installation of a master pump station located along Treeline Avenue. The project entailed a jack and bore under Treeline Avenue to connect to the existing force main and construction of a 20 foot deep master pump station. A 400 KW generator and odor control unit were also installed.</p>	<p>Project Name: PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p>Contract Date: April 10, 2008 Final Contract Amount: \$3,947,723.00 Completion Date: July 2010</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: City County Flow Swap</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 East Tamiami Trail, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Agnoli, Barber and Brundage 7400 Trail Blvd. Naples, Florida 34102 Dominic Amico</p> <p>Contract Date: July 27, 2009 Final Contract Amount: \$132,794.26 Completion Date: September 9, 2009 Project Description: Installation of force main, MOV's and valve vaults to two locations which would allow bypass from Collier County to the City of Naples.</p>	<p>Project Name: Collier County Justice Center Muffin Monster</p> <p>Owner - Address - Project Manager - Phone: Collier County Facilities Management Department 3335 Tamiami Trail E., Ste. 101 Naples, Florida 34112 (239) 252-8380</p> <p>Engineer - Address - Phone: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: March 11, 2009 Final Contract Amount: \$141,568.41 Completion Date: August 7, 2009 Project Description: Construction of grinder pump station (vault), installation of muffin monster (grinder/auger assembly), new sanitary sewer and manholes. Replacement of the existing sanitary sewer with a new 12-inch main and a high water alarm system.</p>
<p>Project Name: Pump Station S-6 Gearbox Replacement</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Gerard Flynn</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Michael Millares</p> <p>Contract Date: December 3, 2009 Final Contract Amount: \$2,191,945.00 Completion Date: May 2010</p>	<p>Project Name: Cove Stormwater Pump Station Imp.</p> <p>Owner - Address - Project Manager - Phone: City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 Gregg Strakaluse, P.E. (gstrakaluse@naplesgov.com) (239) 213-5003</p> <p>Engineer - Address - Phone: AECOM 4415 Metro Parkway, Ste. 404 Fort Myers, Florida 33916 Ronald Cavallieri, P.E. (239) 278-7996 Ronald.Cavallieri@aecom.com</p> <p>Contract Date: 2/4/09 Award, 3/16/09 NTP Final Contract Amount: \$2,798,870.00 Completion Date: 3/22/10 Project Description: New high capacity vertical turbine pumps. Large, below grade concrete structure that require sheeting and dewatering. Installed control gates and trash rakes. Extensive electrical and controls work.</p>
<p>Project Name: Master Pump Station 305 Rehabilitation</p> <p>Owner - Address - Project Manager Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: August 11, 2008 Final Contract Amount: \$444,000.00 Completion Date: January 16, 2009 Project Description: Fully rehab 2300 GPM Master Pump Station</p>	<p>Project Name: Water Reuse Piping Modifications / Reuse System Upgrade</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p>Engineer: Metcalf and Eddy</p> <p>Contract Date: February 10, 2008 Final Contract Amount: \$649,171.67 Completion Date: November 2008 Project Description: Rehab 500,000 Gallon Tank and convert potable water facility to reuse storage facility</p>

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name DOUGLAS N. HIGGINS (CGC) CtlNbr:0018021
Location Addr 3390 TRAVIS POINTE STE A RD
Lic NBR/Class 15-00022114 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 04, 2014 Expiration Date: September 30, 2015
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

Oper: KEYWLD Type: OC Drawer: 1
Date: 8/11/14 56 Receipt no: 36533
2015 22114
CR LIC OCCUPATIONAL RENEWAL

This document must be prominently displayed. 1.00

DOUGLAS N. HIGGINS, INC 3615407
309.75

DOUGLAS N. HIGGINS (CGC)
3390 TRAVIS POINTE STE A RD

Trans date: 8/11/14 Time: 14:16:33

ANN ARBOR MI 48108

**2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015**

Business Name: DOUGLAS N HIGGINS INC

RECEIPT# 30140-62369

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS
Mailing Address:

3390 TRAVIS POINTE RD
Ste A
ANN ARBOR, MI 48108

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 305-294-3355
Business Type: CONTRACTOR (UNDERGROUND UTILITY)

Employees 5

STATE LICENSE: CGC060189

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 125-13-00002331 07/14/2014 20.00

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, 2015**

Business Name: DOUGLAS N HIGGINS INC

RECEIPT# 30140-62369

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS
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Paid 125-13-00002331 07/14/2014 20.00



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANN ARBOR MI 48108

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC060189

ISSUED: 08/27/2014

**CERTIFIED GENERAL CONTRACTOR
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC**

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1408270003526

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC060189	

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

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANN ARBOR MI 48108



State of Florida

Department of State

I certify from the records of this office that DOUGLAS N. HIGGINS INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on August 1, 1973.

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 7, 2015, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2015*



Ken Detzner
Secretary of State

Authentication ID: CC4969825754

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on July 1, 2014 and that said resolution is in full force and effect:

"RESOLVED, That the following listed persons are hereby authorized to execute, on behalf of Douglas N. Higgins, Inc., any and all contracts and documents."

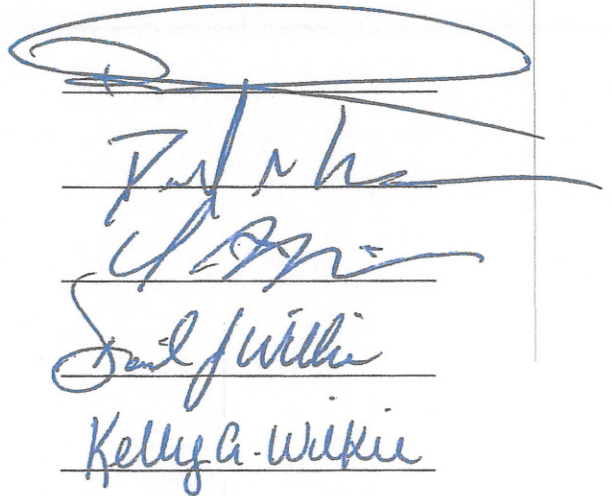
Brandy L. Bartolone

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie



Kelly A. Wilkie
Kelly A. Wilkie
Secretary

Dated: July 1, 2014

FLORIDA BID BOND

BOND NO. 35BCSD

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Douglas N. Higgins, Inc.

hereinafter called the PRINCIPAL, and Hartford Accident and Indemnity Company

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

having its principal place of business at One Hartford Plaza, T-4, Hartford, CT 06155

in the State of CT,

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

The City of Key West

hereinafter called the OBLIGEE, in the sum of five percent of attached bid
DOLLARS (\$ 5%) for the payment for which we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for the KEY WEST
HISTORIC SEAPORT - PILING REPLACEMENT & PIER REPAIR, said Bid, 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 Bid and the detailed Specifications, entitled:

KEY WEST HISTORIC SEAPORT - PILING REPLACEMENT & PIER REPAIR

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 (Not required as part of this contract), each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 29th day of July, 2015.

PRINCIPAL Douglas N. Higgins, Inc.

By Kelly A. Wilkie
Kelly A. Wilkie, Vice-President

STATE OF Michigan)
COUNTY OF Washtenaw) SS

Hartford Accident and Indemnity Company
SURETY

By Dawn Radabaugh
Dawn Radabaugh, FL Resident Agent

ITB #15-019

20

PILING REPLACEMENT
BID BOND

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-211417

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :
Dawn Radabaugh of LAKE MARY, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 29, 2015
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

ANTI - KICKBACK AFFIDAVIT

STATE OF Michigan)
COUNTY OF Washtenaw) : 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: Kellya. Wikki

Sworn and subscribed before me this 29th day of July, 2015.

NOTARY PUBLIC, State of Michigan at Large

Sandra K Garrison

My Commission Expires: 1-10-2020

**SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020**

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 Bid for City of Key West

2. This sworn statement is submitted by Douglas N. Higgins, Inc.
(Name of entity submitting sworn statement)

whose business address is 3390 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
38-1807705

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

3. My name is Kelly A. Wilkie
(Please print name of individual signing)

and my relationship to the entity named above is Vice-President

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

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

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

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

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

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

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

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

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

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

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

Kelly A. Wilkie
(Signature)
July 29, 2015
(Date)

STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kelly A. Wilkie who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 29th day of July, 2015.

My commission expires: 1-10-2020

Sandra K Garrison
NOTARY PUBLIC

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

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: Douglas N. Higgins, Inc. SEAL:
3390 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108
Address

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Print Name

Vice-President
Title

DATE: July 29, 2015

N/A

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

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

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

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

Business Name _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ 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

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Michigan)
) : SS
COUNTY OF Washtenaw)

I, the undersigned hereby duly sworn, depose and say that the firm of Douglas N. Higgins, 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: Kelly A. Wilkie

Sworn and subscribed before me this

29th Day of July, 2015.

Sandra K Garrison

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

CONE OF SILENCE AFFIDAVIT

STATE OF Michigan)
) : SS
COUNTY OF Washtenaw)

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

Sworn and subscribed before me this

29th Day of July, 2015.

Sandra K Garrison

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 1-10-2020

**SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020**



Schedule of Values
Historic Seaport Pier Piling Replacement and Pier Repair
Douglas N. Higgins, Inc.

Item	Description	Unit	Unit Price	Total Price
1	Pile Off-Loading Logistics at Port Everglade	46 EA	\$ 350.00	\$ 16,100.00
2	Pile Freight to Key West (8 Loads x 188 Miles)	8 Loads	\$ 1,185.00	\$ 9,480.00
3	Turbidity Barrier (200 LF/LOC)	30 LOCS	\$ 600.00	\$ 18,000.00
4	16" Piles (Non-Cluster)	18 EA	\$ 5,250.00	\$ 94,500.00
5	16" Piles (Cluster)	20 EA	\$ 4,350.00	\$ 87,000.00
6	12" Piles (Non-Cluster)	8 EA	\$ 5,000.00	\$ 40,000.00
7	3 x 8 Cross Braces Assemblies	22 EA	\$ 1,950.00	\$ 42,900.00
Total				\$ 307,980.00

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, using black ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
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 calendar days after receiving a Notice of Award. [✓]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]

CONTRACT

This Contract, made and entered into this _____ day of _____ 2015,
by and between the Caroline Street & Bahama Village Community Redevelopment Agency
(CRA), hereinafter called the "Owner", and _____

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for
ITB #15-019 KEY WEST HISTORIC SEAPORT - PILING REPLACEMENT & PIER REPAIR,
Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ th day of
_____ 2015, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS,
PERFORMANCE & PAYMENT BONDS, SUMMARY OF WORK, SPECIFICATIONS,
GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

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

_____ Day of _____, A.D., 2015.

CITY OF KEY WEST

By_____

Title City Manager

By_____

Title City Attorney

CONTRACTOR

By_____

Title_____

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 WHEREOF, the above parties bonded together have executed this instrument

this _____ day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

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 bounded together have executed this instrument

this _____ day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

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DEFINITIONS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the ENGINEER for conformance with the Contract Document".

2. AS SHOWN, AND AS INDICATED

The words "as shown" and "as Indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Bid for the work contemplated.

4. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings, all modifications thereof incorporated into the Documents before their execution, Change Orders, and all other requirements incorporated by specific reference thereto. These form the Contract.

5. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the OWNER.

6. CONTRACT COMPLETION

The "Contract Completion" is the date the OWNER accepts the entire work as being in compliance with the Contract Documents, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article, "Final Payment" of these General Conditions.

7. DAYS

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, Profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the ENGINEER, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term "ENGINEER" means ENGINEER or his authorized representative.

10. NOTICE

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him

or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Invitation to Bid, except as may be otherwise specifically stated. However, no Provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any ENGINEER's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the Provisions of Article LIMITATIONS ON ENGINEER'S RESPONSIBILITIES.

19. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the ENGINEER immediately. The ENGINEER will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, Precedence shall be given in the following order:

- A. CONTRACT
- B. BID
- C. SUPPLEMENTARY CONDITIONS
- D. INVITATION TO BID
- E. INSTRUCTIONS TO BIDDERS
- F. GENERAL CONDITIONS
- G. SPECIFICATIONS
- H. DRAWINGS

Addenda shall take Precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

20. CHANGES IN THE WORK

The OWNER, without notice to the Sureties and without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the ENGINEER may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the Project, but otherwise, except in an emergency endangering life and Property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the OWNER, countersigned by the ENGINEER.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated Profits.

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

The CONTRACTOR shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the CONTRACTOR from the obligations of this Contract. No verbal agreement or conversation with any officer, agent, or employee of the OWNER or with the ENGINEER either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

The CONTRACTOR shall keep one copy of the Contract Documents on the job- site, in good order, available to the ENGINEER

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or Procedures of construction, or the safety Precautions and Programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any supplier, or of any other person or organization performing or furnishing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "Proper", or "satisfactory", or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the Provisions of this Article.

28. REJECTED WORK

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to expiration of the warranty period shall be removed and replaced by work which shall conform to the Provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the Project site.

Failure on the part of the ENGINEER to condemn or reject bad or inferior work or to note nonconforming materials or equipment on CONTRACTOR submittals shall not be construed to imply acceptance of such work. The OWNER shall reserve and retain all of its rights and remedies at law against the CONTRACTOR and its Surety for correction of any and all latent defects discovered after the guarantee period.

29. LINES AND GRADES

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully preserved by the CONTRACTOR, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the CONTRACTOR's expense.

30. SUBMITTALS

After checking and verifying all field measurements and after complying with applicable Procedures specified in Division I, GENERAL REQUIREMENTS, CONTRACTOR shall submit to ENGINEER, in accordance with the schedule for submittals for review, shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment), which shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submittal. All submittals shall be identified as ENGINEER may require. The data shown shall be complete with respect to quantities, dimensions specified, performance and design criteria, materials, and similar data to enable ENGINEER to review the information. CONTRACTOR shall also submit to ENGINEER for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each submittal, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to ENGINEER for review and approval of each variation.

"The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days' written notice has been received by the OWNER."

In case of the breach of any Provision of this Article, the OWNER, at his option, may take out and maintain, at the expense of the CONTRACTOR, such insurance as the OWNER may deem Proper and may deduct the cost of such insurance from any monies which may be due or become due the CONTRACTOR under this Contract.

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The CONTRACTOR shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The CONTRACTOR shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the Project under this Contract. In case any such work is subcontracted, the CONTRACTOR shall require the SUBCONTRACTOR to provide similar Workmen's Compensation and Employer's Liability Insurance for all of the SUBCONTRACTOR's employees to be engaged in such work.

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The CONTRACTOR shall maintain during the life of this Contract such general liability, completed operations and Products liability, and automobile liability insurance as will Provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for Property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the CONTRACTOR under Article **INDEMNITY**. Coverage for Property damage shall be on a "broad form" basis with no exclusions for "X, C & U". The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event any work under this Contract is performed by a SUBCONTRACTOR, the CONTRACTOR shall be responsible for any liability directly or indirectly arising out of the work performed by the SUBCONTRACTOR; to the extent such liability is not covered by the SUBCONTRACTOR's insurance.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as Additional Insured's on the CONTRACTOR's and any SUBCONTRACTOR's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the CONTRACTOR shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance coverage in an amount equal to the full value of the facilities under construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the CONTRACTOR, OWNER, and ENGINEER as their interests may appear.

The OWNER and ENGINEER, their officers, agents, and employees shall be named as additional insured's on the CONTRACTOR's and any SUBCONTRACTOR's Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the ENGINEER, the OWNER, the CONTRACTOR, and their respective officers, agents, employees and SUBCONTRACTORS.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

importance will be confirmed in writing upon request from the CONTRACTOR.

The ENGINEER may schedule Project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and the names of persons required to be Present shall be as determined by the ENGINEER. CONTRACTOR shall comply with these attendance requirements and shall also require his SUBCONTRACTORS to comply.

42. SAFETY

The CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and Property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety Provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The CONTRACTOR's failure to thoroughly familiarize himself with the aforementioned safety Provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The CONTRACTOR shall develop and maintain for the duration of this Contract, a safety Program that will effectively incorporate and implement all required safety Provisions. The CONTRACTOR shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety Program. The duty of the ENGINEER to conduct construction review of the work does not include review or approval of the adequacy of the CONTRACTOR's safety Program, safety supervisor, or any safety measures taken in, on, or near the construction site. The CONTRACTOR, as a part of his safety Program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as Prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the Procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the ENGINEER and the OWNER. In addition, the CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

43. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall at all times safely guard and Protect from damage the OWNER's Property, adjacent Property, and his own work from injury or loss in connection with this Contract. All facilities required for Protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

The CONTRACTOR shall Protect his work and materials from damage due to the nature of the work, the elements, carelessness of other CONTRACTORS, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the Prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR.

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of Property, and/or safety of life, the CONTRACTOR shall act, without previous instructions from the OWNER or ENGINEER, as the situation may warrant. The CONTRACTOR shall notify the ENGINEER thereof immediately thereafter. Any claim for compensation by the CONTRACTOR, together with substantiating documents in regard to expense, shall be submitted to the OWNER through the ENGINEER and the amount of compensation shall be determined by agreement.

45. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the CONTRACTOR shall Provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work.

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the CONTRACTOR, its SUBCONTRACTORS, or respective employees or if the ENGINEER should fail to make recommendation for payment to the OWNER or return payment request to CONTRACTOR for revision within 30 days after it is due, or if the OWNER should fail to pay the CONTRACTOR within 30 days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the ENGINEER, then the CONTRACTOR may, upon 15 days' written notice to the OWNER and the ENGINEER, stop work or terminate this Contract and recover from the OWNER payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, Provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the ENGINEER for specified items of equipment, or within such longer period as may be Prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The CONTRACTOR further assumes responsibility for a similar guarantee for all work and materials provided by SUBCONTRACTORS or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, AND Article SUBSTANTIAL COMPLETION DATE, in these General Conditions.

The CONTRACTOR also agrees to hold the OWNER and the ENGINEER harmless from liability of any kind arising from damage due to said defects. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order for same from the OWNER. If the CONTRACTOR fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the OWNER may have the defective work corrected or the rejected work removed and replaced, and the CONTRACTOR and his Surety shall be liable for the cost thereof.

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

Following execution of the Contract, the CONTRACTOR shall meet with the OWNER and ENGINEER relative to his arrangements for prosecuting the work.

53. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the CONTRACTOR shall Prepare and submit to the ENGINEER, a Progress schedule showing the dates on which each part or division of the work is expected to be started and finished, and a Preliminary schedule for submittals. The Progress schedule for submittals shall be brought up to date and submitted to the ENGINEER at the end of each month or at such other times the ENGINEER may request.

The CONTRACTOR shall forward to the ENGINEER, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These Progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the submitted Progress schedule, the CONTRACTOR shall submit in writing a plan acceptable to the OWNER and ENGINEER for bringing the work up to schedule.

The OWNER shall have the right to withhold Progress payments for the work if the CONTRACTOR fails to update and submit the Progress schedule and reports as specified.

ENGINEER determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time. No extension of time will be granted to the CONTRACTOR for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly Precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact Progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the CONTRACTOR or his SUBCONTRACTORS, including OWNER-selected equipment shall not be considered as a just cause for delay, unless the OWNER determines that for good cause the delay is beyond the control of the CONTRACTOR. The CONTRACTOR shall be fully responsible for the timely ordering, scheduling, complete the work is the per-diem rate, as stipulated in the Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs, which may be accrued by the OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

59. DIFFERING SITE CONDITIONS

The CONTRACTOR shall promptly, and before the conditions are disturbed, give a written notice to the OWNER and ENGINEER of:

- A. subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,
- B. unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The ENGINEER will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, and equitable adjustment shall be made under this Article and the Contract modified in writing accordingly.

No request by the CONTRACTOR for an equitable adjustment to the Contract under this Article will be allowed, unless the CONTRACTOR has given the written notice required; Provided that the time prescribed above for giving written notice may be extended by the OWNER.

No request by the CONTRACTOR for an equitable adjustment to the Contract for differing site conditions will be allowed if made after final payment under this Contract.

60. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as Provided in the Contract, the CONTRACTOR shall reimburse the OWNER for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

61. OTHER CONTRACTS

The OWNER reserves the right to let other Contracts in connection with the work. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

to the OWNER a written request for an extension of time, the ENGINEER will Present his written opinion to the OWNER as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The OWNER will make the final decision on all requests for extension of time.

Prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and profit. OWNER may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the CONTRACTOR for the work or alteration defined in the Change Order. By signing the Change Order, the CONTRACTOR acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay, or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

At the OWNER's option, payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below, as applicable:

A. UNIT PRICES

Those unit Prices stipulated in the Bid shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original bid quantity, a new unit Price shall be negotiated upon demand of either party. Unit Prices for new items included in the Change Order shall be negotiated and mutually agreed upon.

B. LUMP SUM

A total lump sum for the work negotiated and mutually acceptable to the CONTRACTOR and the OWNER. Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of CONTRACTOR and SUBCONTRACTOR costs, including labor, material, rentals, approved services, overhead, and Profit, all calculated as specified under "C" below.

C. COST REIMBURSEMENT WORK

The term "cost reimbursement" shall be understood to mean that payment for the work will be made on a time and expense basis, that is, on an accounting of the CONTRACTOR's forces, materials, equipment, and other items of cost as required and used to do the work.

If the method of payment cannot be agreed upon Prior to the beginning of the work, and the OWNER directs by written Change Order that the work be done on a cost reimbursement basis, then the CONTRACTOR shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be considered, unless approved in writing by the OWNER.
2. Material delivered and used on the designated work, including sales tax, if paid by the CONTRACTOR or his SUBCONTRACTOR.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100. Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.
4. Additional bond, as required and approved by the OWNER.
5. Additional insurance (other than labor insurance) as required and approved by the OWNER.

In addition to items 1 through 5 above, an added fixed fee for general overhead and Profit shall be negotiated and allowed for

3. The Contract Price has been reduced because of Change Orders;
4. OWNER has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;
5. Of CONTRACTOR's unsatisfactory Prosecution of the work in accordance with the Contract Documents; or
6. CONTRACTOR's failure to make payment to SUBCONTRACTORS or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

Unless modified in the Supplementary Conditions, deductions from the estimate will be as described below:

1. The OWNER will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work is 50 percent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for a greater retainage. The OWNER may reinstate the retainage up to 10 percent if the OWNER determines, at his discretion, that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 for any one item.
2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to include a list of such materials on the Partial Payment Request. At his sole discretion, the ENGINEER may approve items for which partial payment is to be made. Partial payment shall be based on the CONTRACTOR's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and Protection shall be provided by the CONTRACTOR, and as approved by the ENGINEER. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.
3. CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the CONTRACTOR from the amount earned, the amount due will be made payable to the CONTRACTOR. Recommendations for payment received by the OWNER less than 9 days Prior to the scheduled day for payment will not be Processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

In any case where the CONTRACTOR deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the CONTRACTOR shall notify the ENGINEER, in writing, of his intention to make claim for such time or compensation before he begins the work on which he bases

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Delete Article "ENGINEER" in its entirety and substitute the following:

The person or organization identified as such in the Contract Documents. The Term "ENGINEER" means "OWNER" or his authorized representative.

ARTICLE 34 "INSURANCE & LIABILITY"

Delete Articles 34A, 34B, 34C, and 34D and substitute the following:

Contractor shall maintain limits no less than those stated below:

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	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$2,000,000	Occurrence / Aggregate

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

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 NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED Vendor Sample	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	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 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OF AGG \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>				E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (if applicable)						Per Claim \$1,000,000
							Aggregate \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Key West
P.O. Box 1409
Key West, FL 33041-1409

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

Mailing Address

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

2. Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.
3. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:
 - a.) City of Key West Tax License Receipt;
 - b.) A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida
 - c.) A valid occupational license issued by the City of Key West, Florida.

C. WORK DURING HOLIDAYS

There shall be no work during City, State & National holidays without prior approval from the City of Key West.

ARTICLE 40 "SUPERINTENDENCE"

Add the following sub article:

The CONTRACTOR shall keep at the project site, competent supervisory personnel, able to read, write and speak English to effectively communicate with City staff.

ARTICLE 42 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

ARTICLE 43 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect

Delete the third & fourth paragraph in its entirety & substitute the following;

In addition to 1 through 5 above , an added fixed fee of 15 percent (%) for general overhead & profit shall be allowed for the CONTRACTOR (or approved SUBCONTRACTOR) actually executing the Cost Reimbursement work.

An additional fixed fee of 5 % will be allowed the CONTRACTOR for the administrative handling of portions of the work that are executed by an approved SUBCONTRACTOR. No additional fixed fee will be allowed for the administrative handling of work executed by the SUBCONTRACTOR of a SUBCONTRACTOR.

ARTICLE 69 "PARTIAL PAYMENTS"

Delete the first paragraph of Sub article B. "ESTIMATE" and substitute the following:

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work. Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

Sub Article C. "DEDUCTION FROM ESTIMATE"

Delete third sentence in its entirety and substitute add the following;

1. When the work is 90 per cent complete, the OWNER may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for greater retainage.

Delete Sub article E. "PAYMENT" in its entirety and substitute the following:

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

ARTICLE 72 "FINAL PAYMENT"

Delete Article "FINAL PAYMENT" in its entirety and substitute the following:

FINAL PAYMENT

Upon completion of the work the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an

connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the OWNER in the performance of the Contract.

- 4 The surety on the contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.
- 5 The Contractor has furnished all required mill tests and analysis reports to the Engineer.
- 6 Final payment will not be released until the City receives Certified As-built drawings in Auto Cad & adobe format as well as:

As-Built Drawing Standards:

All supplied data collections, as-builts, drawings and files to be compatible with esri ArcGIS 10.2.2 Software. The current computing environment consists of:

- Microsoft SQL Server - Windows 7/Server 2008 - ESRI GIS Platform

Interfaces and Integrations:

The City of Key West uses a number of software applications critical to its core operation and mission. The proposed mobile asset data collection solution will need to interface or integrate with these existing platforms. - Arc Collector-ArcGIS Online - ArcMap 10.2

END OF SECTION

SECTION 01001
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

- A. The following information though not all-inclusive, is given to assist Contractors in the evaluation of the work required to meet the project objectives.
- B. A brief description of the work is stated in the Invitation to Bid. To determine the full scope of the project or of any particular part of the project, coordinate the applicable information in the several parts of these Contract Documents.

1.2 MOBILIZATION AND DEMOBILIZATION

- A. Contractor shall be responsible for mobilization and demobilization of labor, materials and equipment. Payment for mobilization and demobilization will be included in the lump sum price indicated in the BID.

B. DAILY REPORTS

- 1) The CONTRACTOR shall submit daily reports of construction activities for each site, including non-work days. The report shall include:
 - a) Manpower, number of men by craft
 - b) Quality Control
 - c) Equipment on the Project
 - d) Major deliveries
 - e) Activities worked with reference to the Work Order items
 - f) New problems
 - g) Other pertinent information
- 2) A similar report shall be submitted for/by each Subcontractor.
- 3) The reports shall be submitted to the ENGINEER each month.

1.3 SCHEDULING

- A. Plan the work and carry it out with minimum interference to the operation of the existing facilities. Prior to starting the work, confer with the Engineer and Owner's representative to develop an approved work schedule, which will permit the facilities to function as normally as practical. It may be necessary to do certain parts of the work outside normal working hours in order to avoid undesirable conditions. The Contractor shall do this work at such times and at no additional cost to the Owner.
- B. SPECIAL EVENTS: Contractor may be asked to stop work during special events.

1.4 COORDINATION

- A. Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference with the Owner's operations and other contractors and utility companies working in the area, and in the interfacing and connection of the separate elements of the overall project work.

1.7 INFORMATION ON SITE CONDITIONS

- A. General: Any information obtained by the Engineer regarding site conditions, subsurface information, water level, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the Owner assumes any responsibility for the completeness or interpretation of such supplementary information.

1.8 DIFFERING SUBSURFACE CONDITIONS

- A. The Engineer shall investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the Engineer will recommend to the Owner the amount of adjustment in cost and time he considers reasonable. The Owner will make the final decision on all Change Orders to the Contract regarding any adjustment in cost or time for completion.

1.9 UTILITIES

- A. During excavation the Contractor shall be responsible for determining, at his cost, the locations of all known utilities in the project area.
- B. Contractor shall notify utility location service (e.g. Call Sunshine 1-800-432-4770) a minimum for 48 hours prior to work order mobilization. Assigned notification number shall be maintained at the job site at all times and recorded in the daily reports.

1.10 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to telephone, television, gas, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.
- B. Notify all utility offices, which are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.
- C. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract
- D. Neither the Owner nor its Officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and

shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

- B. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program or any safety measures taken in, on, or near the construction site.
- C. The Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities, or unramped grade changes on pedestrian walkways and docks. Barricades, lights, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.
- D. The performance of all work shall be in accordance with the applicable governing safety authorities.

1.17 ACCIDENT REPORTS

- A. If death or serious injuries or serious damages are caused; the Contractor must promptly report by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of or in connection with, the performance of the work whether on, or adjacent, to the site, giving full details and statements of witnesses.
- B. If a claim is made against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

1.20 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner and shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

1.21 HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, the CONTRACTOR shall submit to the ENGINEER and City Representative a Hurricane Preparedness Plan. The plan should outline the necessary measures which the CONTRACTOR proposes to perform at no additional cost to the OWNER in case of a hurricane warning.
- B. In the event of inclement weather, or whenever Owners Representative shall direct, CONTRACTOR will, and will cause Subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of Owner's Representative, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of CONTRACTOR or any Subcontractors to so protect the Work,

SECTION 01010

SCOPE OF WORK

The project contemplated consists of providing all materials, equipment and labor necessary to accomplish the following at the Key West Historic Seaport:

The project includes the removal, disposal and replacement of 29 wood pilings and 22 cross-brace assemblies at locations specified in the attached "Wood Piles Assessment". The project also includes the repairs of Pier I (D-Dock) at areas of concern.

- Removal, disposal & installation of seventeen (17) 45-foot, 16-inch pilings with a minimum tip penetration of 40% (reuse existing caps) and four (4) clusters with five (5) piles each at the Key West Ferry Terminal Dock
- Removal, disposal & installation of eight (8) 35-foot, 12-inch pilings with a minimum tip penetration of 40% (reuse existing caps) at various locations at the Key West Bight.
- Removal & re-installation of 2 x 6 composite decking on PIER I (D-Dock) as necessary to reinforce horizontal joist decking supports system for electrical pedestals / transformers
- Removal ,disposal & installation of diagonal 3 x 8 wood cross bracing
- Removal ,disposal & installation of 2 x 6 joists
- Removal ,disposal & installation of double 2 x 6 stringers
- Removal, disposal & installation of all hardware associated with wood removal and reattachment with stainless steel
- Re-hang electrical & plumbing conduit as needed
- Replace all hardware associated with wood removal and reattach with stainless steel hardware.
- Wrap all pilings with High Density Polyethylene material
- Obtain & pay for all City permits required for the project.

Bidder shall install FSC Certified, ASTM D25, 12" & 16" diameter Greenheart pilings with a minimum tip penetration of 40% with a retention level of 2.5 pcf, 3x8 wood diagonal cross members with a retention level of 0.6 pcf, 2 x 6 double stringers and stainless steel hardware.

Pile Wrap shall be .30 mil thickness. High Density Polyethylene Black Material with a High UV rating and come in a 60 inch width by Formapile Industries or equal.

The attached report drawing shows the limits of construction.

Pier I (D-Dock) is currently a functional pier and must remain so during the construction process. During construction the contractor shall minimize the length of dock that must be closed and coordinate relocation of boats with Seaport Dock master. Pedestrian access must be maintained at all times.

Bidder shall include in bid a detailed construction sequence narrative explaining how the submitting bidder intends to conduct the work including coordinating of any utilities that may have to be rerouted or removed and reinstalled. All work required shall be included in the lump sum bid.

- H. The Contractor is responsible for the removal & disposal and costs of existing pilings, braces and planks and all associated items used in the complete the project. Contractor is responsible for all costs associated with the disposal and must dispose of materials in an environmentally responsible manner.
- I. The Contractor shall provide material safety data sheets (2 copies) for chemicals, paints, coatings and materials used on-site prior to initiation of work.

1.2 CONTRACTOR'S USE OF PREMISES

- A. Work shall be scheduled as to not interfere with on-going area activities.
- B. Coordinate use of premises and requirements for security under direction of City.
- C. Assume full responsibility for the protection and safekeeping of products, under this Contract, stored on the site.
- D. Obtain and pay for the use of additional storage or work areas needed for operation.
- E. Contractor shall provide drinking water and toilet facilities for construction personnel; The City will not provide.

1.3 MAINTENANCE OF EXISTING UTILITIES OPERATION

- A. Provide at least three weeks' notice prior to interruption of utility services for temporary or permanent connections.
- B. Keep interruption of utility services, and utility outages during disconnection, moving, and reconnection to a minimum.
- C. Keys Energy shall be notified two weeks in advance in writing by the contractor for any KEYS support equipment required by the Contractor during construction. No additional payment will be paid for this coordination.

END OF SECTION

leaks, spills, or fugitive materials and trash. In the event of an impact of this type, CONTRACTOR shall take corrective actions immediately.

E. CONTRACTOR shall supply sanitary facilities at the worksite.

1.01 ENVIRONMENTAL PROTECTION PLAN:

A. Within 10 calendar days after the date of Notice of Award and prior to the Notice to Proceed to the CONTRACTOR, the CONTRACTOR shall submit in writing an Environmental Protection Plan to the ENGINEER. The Notice to Proceed will not be issued until the Environmental Protection Plan is reviewed and approved by the ENGINEER. Approval of the CONTRACTOR'S plan will not relieve the CONTRACTOR of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Environmental Protection Plan shall include but not be limited to the following:

1. Methods for protection of features and habitats to be preserved within authorized work areas. The CONTRACTOR shall prepare a listing of methods to protect resources needing protection, i.e., all vegetation, trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources, sea grasses, sea turtles, intransigent/transient vertebrate/invertebrates at hardbottom, all coral formations, manatees and all marine hardbottom areas.
2. Procedures to be implemented to provide the required environmental protection and to comply with the applicable permits, laws and regulations, The CONTRACTOR shall provide written assurance that immediate corrective action will be taken to correct pollution of the environmental due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
3. Drawings showing locations of any proposed temporary excavations or material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
4. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.
5. The location of the solid waste disposal area.
6. A statement as to the person who shall be responsible for implementation of the Environmental Protection Plan. The CONTRACTOR personnel responsible shall report directly to the CONTRACTOR'S top management and shall have the authority to act for the Contractor in all environmental protection matters.
7. A statement acknowledging that the CONTRACTOR shall be responsible for environmental protection, including all of the CONTRACTOR'S personnel and subcontractors.
8. The Environmental Protection Plan shall be dated and endorsed by the individual of top

barriers around isolated areas of concern such as seagrass beds, wetlands, etc., both within as well as outside the project limits. Such areas will be identified by the Engineer and barriers will be put in place prior to the commencement of any work that could impact the area of concern. A submittal is required for the type of barrier used, the deployment and maintenance of the barrier and how its use will minimize dispersion of turbid waters from the construction site. Alternate methods or materials may be approved by the Engineer provided that compliance with applicable permit conditions and State water quality standards are maintained.

3.03 EXTENT OF FUGITIVE MATERIALS:

A. General. CONTRACTOR shall control all fugitive materials including trash, chemicals, lubricants, oils, gas, debris, and concrete and rebar as noted above. Fugitive materials as applied herein shall include all materials at the work site, the parking lot or along the transit route. In the event of a fugitive materials event CONTRACTOR shall take immediate corrective actions.

B. The Contractor shall take sufficient precautions to prevent pollution of waters and wetlands, with fuels, oils, bitumens, calcium, chloride, or other harmful materials (in accordance with local, State and Federal Requirements). Also, he shall conduct and schedule his operations so as to avoid or otherwise minimize pollution or siltation of such waters and wetlands, and to avoid damage or interference to marine plants and organisms.

3.04 TRANSIT:

Materials shall be hauled from the site to the disposal site in sealed trucks. CONTRACTOR is responsible for assuring that such trucks do not leak or spill materials onto the public rights of way of the CITY or upon other non-designated properties. CONTRACTOR is responsible for assuring that the size and weight of such loaded trucks do not exceed the load bearing capacity of all substrata along the transit route including curbs, inlet or manhole covers, roads, sidewalks and underground utilities.

3.07 MAINTENANCE:

General: The Contractor shall, at his expense, provide routine maintenance of permanent and temporary water pollution and turbidity control features until the project is completed and accepted. Control features shall be reconstructed due to the Contractor's negligence or carelessness or, in the case of temporary control features, failure by the Contractor to install permanent control features until the project is completed and accepted.

PART 4 PROTECTION OF AIR QUALITY

A. The air pollution likely to occur due to construction operations shall be minimized by wetting down bare soils during windy periods, requiring the use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTORS, and by encouraging the shutdown of motorized equipment not actually in use.

B. Trash burning will not be permitted on the construction site.

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

- A. Inquiries: Direct to ENGINEER regarding procedure, purpose, or extent of Submittal.
- B. Submittal Submission Procedures: As provided in General Conditions, as specified herein, and as may otherwise be established during the preconstruction conference.
- C. OWNER's Authorization: At any time, OWNER may authorize changes to procedures and requirements for Submittals, as necessary to accomplish specific purpose of each Submittal. Such authorization will be by Field Order or Work Change Directive.
- D. Timeliness: Make submissions in accordance with requirements of individual Specification sections, as shown on the current accepted schedule of Submittals submissions, and in such sequence as to cause no delay in Work or in work of other contractors.

E. Identification of Submittals:

- 1. Complete, sign, and transmit with each Submittal package, one Transmittal of CONTRACTOR's Submittal Form attached at the end of this section.
- 2. Identify each Submittal with numbering and tracking system reviewed by ENGINEER:
 - a. Sequentially number each Submittal.
 - b. Resubmission of a Submittal will have original number with sequential alphabetic suffix.
- 3. Show date of submission and dates of previous submissions.
- 4. Show Project title and OWNER's contract identification and contract number.
- 5. Show names of CONTRACTOR, Subcontractor or Supplier, and manufacturer as appropriate.
- 6. Identify, as applicable, Contract Document section and paragraph to which Submittal applies.
- 7. Clearly identify revisions from previous submissions.

F. Incomplete Submittal Submissions:

- 1. At ENGINEER's sole discretion, ENGINEER will either (i) return the entire Submittal for CONTRACTOR's revision/correction and resubmission, or (ii) retain portions of the Submittal and request submission/resubmission of specified items or as noted thereon.
- 2. Submittals which do not clearly bear CONTRACTOR's specific written indication of CONTRACTOR review and approval of Submittal or which are transmitted with an unsigned or uncertified submission form or as may otherwise be required under Contract Documents, will be returned to CONTRACTOR unreviewed for resubmission in accordance with Contract Documents.
- 3. Delays, re-sequencing or other impact to Work resulting from CONTRACTOR's submission of unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming Submittals,

SECTION 01390
RECORDINGS PRECONSTRUCTION AUDIO-VIDEO

PART 1 – GENERAL

1.1 REQUIREMENTS

- A. The Contractor shall provide a color audio-video recording showing the entire preconstruction site. All videos shall be taken by a professional commercial video photographer. The video photographer shall be an established enterprise that routinely provides these services. The videos shall be in DVD format or .wav files on removable USB drive, indicating the date, project name, and a brief description of the location where the video was taken. The Contractor shall submit one (1) copy of the preconstruction audio-video to the OWNER.
- B. No construction shall begin prior to the review and approval of the preconstruction audio-video tape by the OWNER.
- C. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The video portion of the recording shall produce bright sharp, and clear pictures with accurate colors and shall be free from distortion, and any other form of picture imperfection. All video recordings shall, by electronic means, display on the screen the time of day, the month, day, and year of the recording.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.1 GENERAL

- A. The following shall be included with the audio-video documentation:
 - 1. Coverage is required within and adjacent to the right of way, easements, storage, and staging areas where the work is to be constructed.
 - 2. Documentation of the conditions of the adjacent properties or any affected structures as a result of the impending construction.
 - 3. Videos shall be properly identified by project name. Video shall include direction of coverage, the name of the streets or easements, engineering station numbers, date and time of coverage.
 - 4. Provide a written video log to aid in locating any section of the construction site that may be in question.
- B. Payment for the work in this section will be incidental to the contract.

END OF SECTION

PART 5

WOOD PILES ASSESSMENT

June 2, 2014

John Paul Castro
Deputy Director of Port and Marine Services
3132 Flagler Avenue
Key West, FL 33040

Subject: City of Key West Bight Marina – Wood Piles Assessment

Mr. John Paul Castro:

On April 4 and 18, 2014, Chen Moore & Associates, along with United Engineering, conducted a visual assessment of the wood piles for the City of Key West at the Key West Bight Marina. The purpose of the assessment was to evaluate the condition of the existing wood piles and braces on the City-owned piers. Wood piles were assessed from the dock and deterioration at the tidal range of the piling was documented.

Enclosed are the findings of the assessments, including a preliminary cost estimate and exhibits showing location and pictures of wood piles that are in need of replacement.

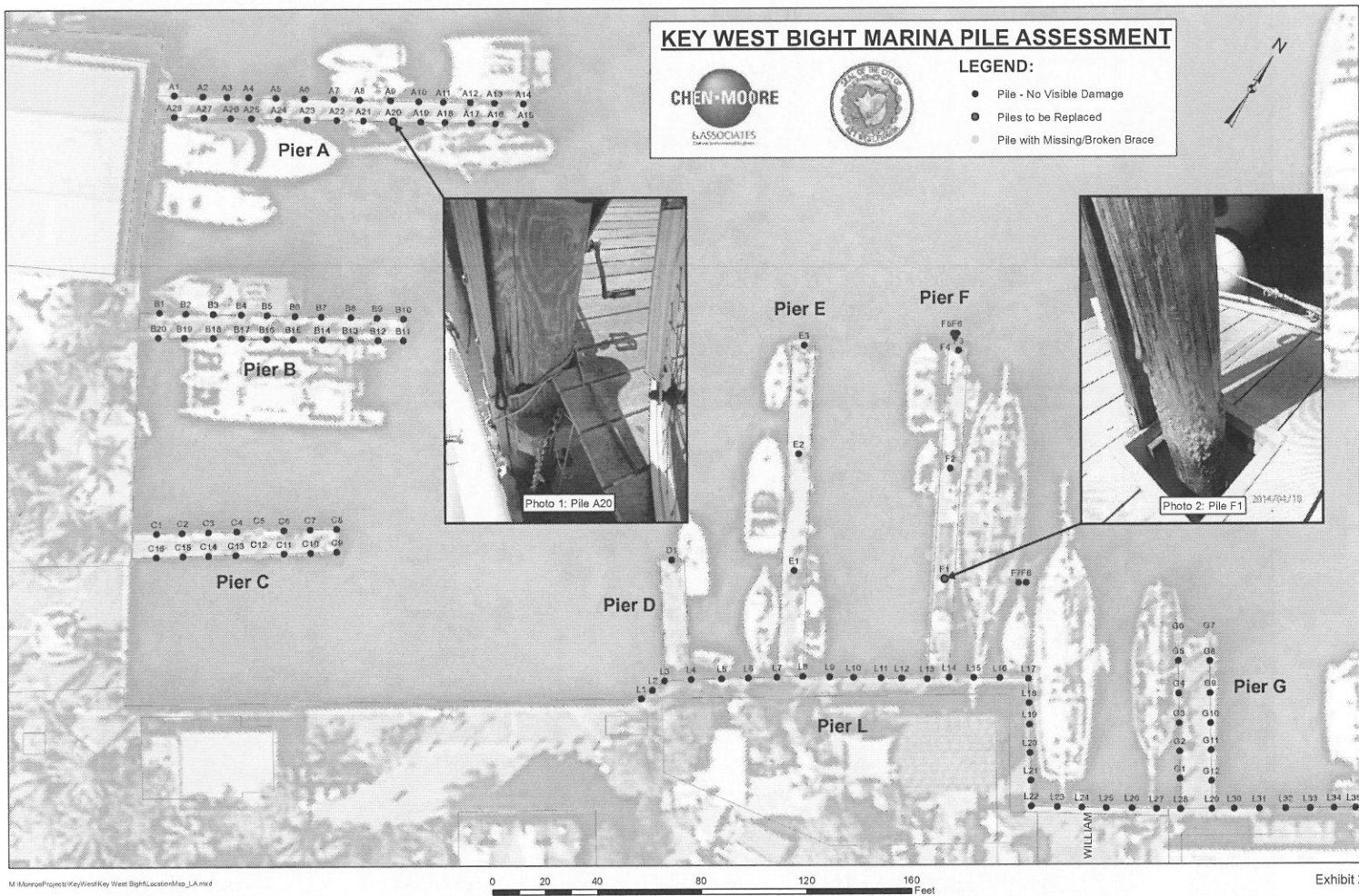
If you have any questions, please contact me at 954.650.0164 or obello@chenmoore.com.

Respectfully submitted,



CHEN AND ASSOCIATES
Oscar R. Bello, P.E.
Project Manager

ORB/
Enclosures



KEY WEST BIGHT MARINA PILE ASSESSMENT



LEGEND:

- Pile - No Visible Damage
- Piles to be Replaced
- Pile with Missing/Broken Brace

