

RESOLUTION NO. 13-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE BID OF DOUGLAS N. HIGGINS, INC., FOR THE ASPHALT PAVING PROJECT (PROJECT #GN-1202 AND GN-1201); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, D.N. Higgins, Inc. was the sole responsive bid in response to the City's ITB for asphalt paving project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Douglas N. Higgins, Inc. is hereby approved and the City Manager is authorized to enter into an agreement in conformity with the bid documents, upon the advice and consent of the City Attorney.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20 day of February, 2013.

Authenticated by the presiding officer and Clerk of the Commission on February 20, 2013.

Filed with the Clerk February 21, 2013.

ATTEST:



CHERYL SMITH, CITY CLERK



CRAIG CATES, MAYOR



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager
E. David Fernandez, Asst. City Manager
Mark Finigan, Asst. City Manager
Doug Bradshaw, Senior Project Manager

FROM: Karen Olson, Special Projects Designer

DATE: December 13, 2012

RE: **Awarding of the Asphalt Paving Project to D.N. Higgins, Inc. and issuance of Work Order #1 in an amount not to exceed \$167,840.00.**

ACTION STATEMENT:

This resolution will approve the sole bidder, D.N. Higgins, Inc., for the Asphalt Paving Project and authorize the City Manager to execute the contract. This resolution will also approve issuing Work Order #1 in an amount not to exceed \$167,840.00 for paving of Cemetery roadways.

BACKGROUND:

The City of Key West hired a consultant to perform a Pavement Assessment throughout the island to rank our roads in need of repair. The City will use this survey as a tool to develop the City's paving priorities. When issuing any work orders under this contract the ongoing N. Roosevelt Blvd. construction will be kept in consideration.

The City will be using a number of specialty pavement treatments to preserve our existing roadways as recommended by the Pavement Assessment Consultant. These treatments will allow us to preserve lower volume roadways for up to 60% less cost than traditional mill and pave. This will allow the City to focus more dollars toward higher volume roadways in need of repair.

With D.N. Higgins, Inc. being sole bidder for this project the City reserves the option of negotiating lower bid prices based on specific line item quantities. The negotiated pricing shall not exceed contracted bid prices and must be mutually agreed upon by both parties.

Key to the Caribbean – Average yearly temperature 77° F.

MEMORANDUM

Having the ability to negotiate prices based on actual quantity of work to be performed will allow the City to preserve a larger area of our roadways. The specialty treatment contractor's pricing came in very high due to an unspecified quantity per work order. They priced according to minimal quantity of product and high cost of mobilization. During conversations it was acknowledged that based on quantity we could save as much as 50% off the listed unit price line items.

Knowing this contract may be approved during the City's "high" season, the first work order will be for approximately 7,250 square yards of asphalt overlay within the City Cemetery.

PURPOSE AND JUSTIFICATION:

Many areas throughout the City are in dire need of asphalt rehabilitation. This project will be the beginning of a long term roadway repair/ reconstruction program. Annual funding received from the gas tax fund will make these much need repairs possible.

OPTIONS:

Option #1 Approve the sole bidder, D.N. Higgins, Inc., for the Asphalt Paving Project and authorize the City Manager to execute the contract. This resolution will also approve issuing Work Order #1 in an amount not to exceed \$167,840.00 for paving of Cemetery roadways.

Option #2 Approve Asphalt Paving Project as bid.

Option #3 Reject the bid from D.N. Higgins, Inc. and re-bid Asphalt Paving Project.

Financial Issues

The city has budgeted \$990,389.00 for this project for fiscal year 2013 with an additional proposed budget of \$750,000.00 annually throughout the duration of the contract. Also, the City has budgeted \$170,000.00 for the Cemetery Road Resurfacing project which will be completed under this contract.

The City budgeted for this project in account 102-4102-541-6300 (GN-1202) and account 101-1905-519-6300 for the Cemetery Roadway Resurfacing (CE-1201).

Recommendation

Staff recommends option #1, Approve the sole bidder, D.N. Higgins, Inc., for the Asphalt Paving Project, authorize the City Manager to execute the contract, and approve issuing Work Order #1 in an amount not to exceed \$167,840.00 for paving of Cemetery roadways.

CONTRACT

This Contract, made and entered into this 25 day of February 2013,
by and between the City of Key West, hereinafter called the "Owner", and _____

DOUGLAS N. HIGGINS, INC.

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 ASPHALT PAVING, Key West, Florida to the extent of the Proposal made by the Contractor, dated the day of _____ 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID DOCUMENTS, the CONTRACT FORMS, CONTRACT SPECIFICATIONS DIVISION I, PERFORMANCE and PAYMENT BONDS.

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 Proposal 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 the time specified in the Contract 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 with each Work Order. In the event the Bidder is awarded the Contract and fails to complete the work authorized by a Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000 per day for all work authorized under the Work Order until the work has been satisfactorily completed as

provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. Liquidated damages shall be assessed individually against each Work Order.

This Contract will automatically expire and be terminated 2 years after the date of the execution of the Contract by the Owner, unless the Owner and Contractor mutually agree to a 1-year time extension at no greater than a 5% increase in unit prices (based on current pricing) set forth in the Proposal. If the contract is extended, it will expire and be terminated 1- year after the date of the execution of the contract extension by the owner. Up to 3 extensions for as total contract time of 5 years may be executed based on the original bid prices.

If significant fluctuations (10% or greater) in petroleum prices occur, based on FDOT Fuel and Bituminous Price Index (November 2012), the City and the Contractor reserve the right to propose alternate pricing for the contracted bid prices (increase / decrease). Any change must be approved by the City Manager.

Prior to execution of each work order the City and the Contractor will negotiate contracted bid prices based on specific line item quantities. The negotiated pricing shall not exceed contracted bid prices and must be mutually agreed upon by both parties.

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

25 day of February, A.D., 2013.

CITY OF KEY WEST

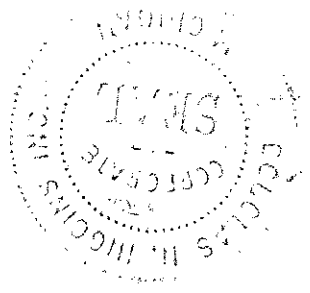
By [Signature]
Title CITY MANAGER

CONTRACTOR DOUGLAS N. HIGGINS, INC.

By [Signature]
JAMES W. SWERT
Title VICE PRESIDENT

APPROVED AS TO FORM

Attorney for Owner



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

PROPOSAL

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: ASPHALT PAVING
Project No: ITB #13-001

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

Name: Dan Higgins
Telephone: (239) 253-3701

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees, as evidenced by signing the Proposal, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed for a particular Work Order and to complete the construction, in all respects for that particular Work Order, within the number of calendar days set forth in that Work Order.

This Contract will automatically expire and be terminated 2 years after the date of the execution of the Contract by the Owner, unless the Owner and Contractor mutually agree to a 1-year time extension at no greater than a 5% increase in unit prices (based on current pricing) set forth in the Proposal. If the contract is extended, it will expire and be terminated 1- year after the date of the execution of the contract extension by the owner. Up to 3 extensions for as total contract time of 5 years may be executed based on the original bid prices.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work authorized by a Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work authorized under the Work Order until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. Liquidated damages shall be assessed individually against each Work Order.

SALES AND USE TAXES

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

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices 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 amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

UNIT PRICE BID

CITY OF KEY WEST

Performance and Payment Bonds

| <u>ITEM</u> <u>QUANT.</u> <u>UNIT</u> | <u>UNIT</u> <u>PRICE</u> <u>FIGURES</u> | <u>UNIT</u> <u>PRICE</u> <u>WORDS</u> | <u>TOTAL</u> <u>EXT.AMOUNT</u> <u>FIGURES</u> |
|--------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------|-----------------------------------------------------|
| 1.) For First \$500,000 Worth of Construction Per / \$1,000 | | | |
| 1 each \$ | <u>15.00</u> | <u>Fifteen Dollars per Th</u> | \$ <u>15.00</u> |
| 2.) For Construction Worth \$500,000 to \$2,000,000* Per / \$1,000 | | | |
| 1 each \$ | <u>15.00</u> | <u>Fifteen Dollars per Th</u> | \$ <u>15.00</u> |

*Bidder shall provide a unit price for Performance and Payment Bonds for construction worth \$500,000 to \$2,000,000, even though his total of extended unit price items may be less than \$500,000. For purposes of determining the low Bidder, the extended total amount shall be developed by multiplying the appropriate unit price(s) by the sum of extended total amounts for all other line items contained in this Proposal. Provide extended total amount for bonds in the \$500,000 to \$2,000,000 range only if the sum of extended totals exceeds \$500,000. Multiply the excess above \$500,000 by the appropriate unit price to obtain that line item extended total amount.

MOBILIZATION, DEMOBILIZATION AND M.O.T., WILL BE 10% OF EACH WORK ORDER
(WITH A MINIMUM OF \$2,000.00 AND A MAXIMUM OF \$20,000.00)

| <u>ITEM</u> <u>QUANT.</u> <u>UNIT</u> | <u>UNIT</u> <u>PRICE</u> <u>FIGURES</u> | <u>UNIT</u> <u>PRICE</u> <u>WORDS</u> | <u>TOTAL</u> <u>EXT.AMOUNT</u> <u>FIGURES</u> |
|----------------------------------------------------------|-----------------------------------------------|---------------------------------------------|-----------------------------------------------------|
| 1. Stormwater Systems | | | |
| (a) Seepage Trench 500 L.F. | \$ <u>60.00</u> | <u>Sixty Dollars</u> | \$ <u>30,000⁰⁰</u> |
| (b) Failed Trench Restoration (per drawing) 1000 L.F. | \$ <u>46.00</u> | <u>Forty Six Dollars</u> | \$ <u>46,000⁰⁰</u> |
| (c) Silt Screen 500 L.F. | \$ <u>2.65</u> | <u>Two Dollar Sixty Five Cents</u> | \$ <u>1,325⁰⁰</u> |

- (d) Swale Restoration (include all equipment, labor and material (washed Miami No. 57 rock)
4,500 S.Y.
\$ 10.55 Ten Dollars Fifty Five Cents \$ 47,475.00
- (e) Florida Trench Safety Act Compliance
2500 L.F.
\$ 1.25 One Dollar Twenty Five Cents \$ 3,125.00

2. **Asphalt Pavement**

Note: If significant fluctuations (10% or greater) in petroleum prices occur, based on FDOT Fuel and Bituminous Price Index (November 2012), the City and the Contractor reserve the right to propose alternate pricing for the contracted bid prices (increase / decrease). Any change must be approved by the City Manager.

- (a) Asphaltic Concrete Friction Course FC-9.5 (1.5" Thick - overlay) (Traffic Level C)
1000 Ton
\$ 224.00 Two Hundred Twenty Four Dollars \$ 224,000.00
- (b) Asphaltic Concrete Friction Course FC-9.5 (1.5" Thick) (Traffic Level C) (Rubber)
550 Ton
\$ 232.00 Two Hundred Thirty Two Dollars \$ 127,600.00
- (c) Asphaltic Concrete Leveling Course SP-12.5 (1.5" Thick) (Traffic Level C)
550 Ton
\$ 224.00 Two Hundred Twenty Four Dollars \$ 123,000.00
- (d) Asphaltic Concrete Friction Course FC-9.5 (1.5" Thick - overlay) (Traffic Level C) (400sf or less)
500 Ton
\$ 370.00 Three Hundred Seventy Dollars \$ 185,000.00
- (e) Asphalt Milling (up to 2")
9,000 S.Y.
\$ 5.00 Five Dollars \$ 45,000.00
- (f) Asphalt Milling (greater than 2")
5,000 S.Y.
\$ 6.00 Six Dollars \$ 30,000.00
- (g) Asphalt Milling (400sf or less) (any thickness)
4,400 S.Y.
\$ 12.50 Twelve Dollars Fifty Cents \$ 55,000.00
- (h) Asphalt Removal and Disposal
7,900 S.Y.
\$ 2.25 Two Dollars Twenty Five Cents \$ 17,775.00

- (i) Rework Existing Base (up to 10")
4,000 S.Y.
\$ 3.00 Three Dollars \$ 12,000.00
- (j) 12" Limerock Stabilized Base (Per FDOT spec section 230, 98% modified proctor)
3,000 S.Y.
\$ 26.00 Twenty Six Dollars \$ 78,000.00
- (k) Biaxial Geogrid Type 2 (Tensar BX1200)(install per manufacturer's specification)
2,000 S.Y.
\$ 4.60 Four Dollars Sixty Cents \$ 9,200.00
- (l) Micro-Surfacing Rut-Fill (ruts greater than 1/2" - 6' spreader box)(ISSA A-143 spec, Type III)
50 TON
\$ 540.00 Five Hundred Forty Dollars \$ 27,000.00
- (m) Micro-Surfacing - Single Lift (includes crack and joint sealing) (Type II)
5,000 S.Y.
\$ 15.50 Fifteen Dollars Fifty Cents \$ 77,500.00
- (n) Micro-Surfacing - Double Lift (includes crack and joint sealing) (Type II)
5,000 S.Y.
\$ 16.00 Sixteen Dollars \$ 80,000.00
- (o) Bituminous Crack and Joint Sealing
5,000 LF
\$ 1.75 One Dollar Seventy Five Cents \$ 8,750.00
- (p) Cape Seal (crack seal+chip seal+micro-surfacing)(#89 aggregate / WA 10 washed screenings)
1000 S.Y.
\$ 62.00 Sixty Two Dollars \$ 62,000.00
- (q) Fog Seal
10,000 S.Y.
\$ 1.75 One Dollar Seventy Five Cents \$ 17,500.00
- (r) Scrub Seal (89 aggregate / WA 10 washed screenings)
5,000 S.Y.
\$ 10.60 Ten Dollars Sixty Cents \$ 53,000.00
3. Sod (w/ screenings and watering)
4,000 SF
\$ 1.10 One Dollar Ten Cents \$ 4,400.00

4. FDOT Signage

- (a) Single post sign (includes existing sign/post removal, 3.5" dia. alum. post, sign, brackets, concrete footer and installation)

20 Each.

\$ 365.00 Three Hundred Sixty Five Dollars \$ 7,300⁰⁰

- (b) Single sign post (includes post removal, 3.5" dia. alum. post, brackets, concrete footer and installation) (re-use existing sign)

20 Each.

\$ 133.00 One Hundred Thirty Three Dollars \$ 2,660⁰⁰

5. Pavement Striping (70 Mils Thermoplastic)

- (a) 6" Striping (yellow / white / blue)

4,000 LF

\$ 1.00 One Dollar \$ 4,000⁰⁰

- (b) 12" Striping (white / yellow)

500 LF

\$ 2.00 Two Dollars \$ 1,000⁰⁰

- (c) 18" Striping (white / yellow)

500 LF

\$ 3.00 Three Dollars \$ 1,500⁰⁰

- (d) 24" Striping (white)

250 L.F.

\$ 4.00 Four Dollars \$ 1,000⁰⁰

- (e) Handicap Parking Space (including symbol)

15 Each.

\$ 332.00 Three Hundred Thirty Two Dollars \$ 4,980⁰⁰

- (f) Stop Bars (24"x10")

80 Each.

\$ 93.00 Ninety Three Dollars \$ 7,440⁰⁰

- (g) Pavement Message (Per word)

25 Each.

\$ 200.00 Two Hundred Dollars \$ 5,000⁰⁰

- (h) Directional Markings

10 Each.

\$ 60.00 Sixty Dollars \$ 600.00

- (i) Reflective Pavement Markers (RPM's)

200 Each

\$ 5.30 Five Dollars Thirty Cents \$ 1,060⁰⁰

- (j) Flexible Delineator (surface mount, 48"x3" FDOT approved, white or yellow)
50 Each
\$ 80.00 Eighty Dollars \$ 4,000⁰⁰
- (k) Flexible Delineator (ground mount w/ 24" anchor, 48"x3" FDOT approved, white or yellow)
30 Each
\$ 86.00 Eighty Six Dollars \$ 2,580⁰⁰
- (l) Reinstall Existing Surface Mounted Delineator (includes removal/reinstallation per manufacturer's specification)
50 Each
\$ 93.00 Ninety Three Dollars \$ 4,650⁰⁰
- (m) Reinstall Existing Surface Mounted Bike Rack
5 Each
\$ 687.00 Six Hundred Eighty Seven Dollars \$ 3,435⁰⁰
- (n) Reflective Curb Paint (FDOT Approved)
3000 LF
\$ 1.00 One Dollar \$ 3,000⁰⁰

7. **Utility Appurtenances Extensions**

- (a) Raise / Lower Manholes
10 Each
\$ 325.00 Three Hundred Twenty Five Dollars \$ 3,250⁰⁰
- (b) Raise / Lower Water Valves
10 Each
\$ 200⁰⁰ Two Hundred Dollars \$ 2,000.00
- (c) Raise / Lower Stormwater inlet grate
10 Each
\$ 325.00 Three Hundred Twenty Five Dollars \$ 3,250⁰⁰
- (d) Replace existing stormwater inlet grate w/ ADA compliant inlet grate (including frame)
10 Each
\$ 1,370⁰⁰ one Thousand Three Hundred Seventy Dollars \$ 13,700⁰⁰

SUM OF EXTENDED TOTALS

One Million Four Hundred Forty one Thousand Two Hundred Fifty Five Dollars \$ 1,441,255.00

ADD / ALTERNATE

(a) Sur-charge for Night time work (Min.20 trucks (400tons))

Percentage (%) of work completed

Take one Half Percent % 12.5

Note: If Contractor chooses to perform night time work for his/her own convenience, this Sur-charge will NOT apply.

Douglas N. Higgins, Inc

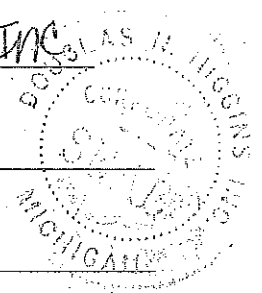
Name of Firm Submitting Bid

Kelleya Wilkie

Signature of Bidder

Vice-President

Title



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:

General Asphalt Co. , Paving , \$ 690,750⁰⁰
 Name Type Work Value

PO Box 522306 , Miami , FL , 33152
 Street City State Zip Code

True Lines, Inc. , Striping , \$ 25,975⁰⁰
 Name Type Work Value

2201 E Indian St. 1 , Stuart , FL , 34997
 Street City State Zip Code

Roadway Management , Specialty Paving , \$ 286,520⁰⁰
 Name Type Work Value

1936 Lee Rd , Winter Park , FL , 32789
 Street City State Zip Code

BIDDER

The name of the Bidder submitting this Proposal is Douglas N. Higgins, Inc., doing business at

3390 Travis Pointe Rd. Suite A Ann Arbor, MI 48108
Street City State Zip Code

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

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

Douglas Higgins - President R. Suzanne Hawker - Secretary / Treasurer
Daniel Higgins, William Higgins, James Sweet
☛ Kelly Wilkie - Vice - President

If Sole Proprietor or Partnership

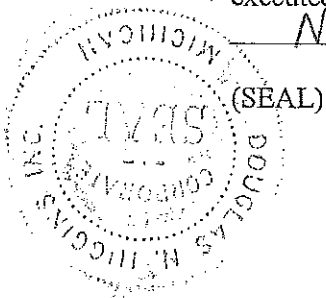
IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, _____.

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 21st day of November, 2012



Douglas N. Higgins, Inc.
Name of Corporation

By Kelly A. Wilkie

Title Vice - President

Attest R. Suzanne Hawker
Secretary

Information Required of Bidder

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Proposal nonresponsive and may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Telephone Number: (734)996-9500
2. Contractor's License: Florida General Contractor

Primary Classification: General Contractor
Florida State License No.: CGC060189

Supplementary classifications held, if any: _____

3. Number of years as a contractor in construction work of this type: 46
4. Names of persons who inspected site of proposed work for your firm:

Name: Paul R Waters 11-14-12
Dates of Inspection: _____

Name: _____
Dates of Inspection: _____

5. ATTACH TO THIS BID the experience resume of the person who will be designated chief construction superintendent.
6. ATTACH TO THIS BID references and other information sufficiently comprehensive to permit an appraisal of contractor's current financial condition.
- A. ATTACH TO THIS BID Contractor's organizational structure, including manpower, to complete the project within the specified limits.
7. ATTACH TO THIS BID Contractor's list of equipment intended for use to complete the project within the specified limits.
9. ATTACH TO THIS BID a list of all construction contracts completed by the Contractor during the last five (5) years involving work of similar type and comparable value. This list shall include the following information as a minimum:

Name, address, and telephone number of Owner

Name of project

Location of project

Brief description of the work involved

Contract amount

Date of completion of contract

Name, address, and telephone number of architect or engineer

Name of the Owner's Construction Manager

RESUME
Paul R. Waters

POSITION

General Superintendent/Regional Manager for Florida Keys Region of Douglas N. Higgins, Inc. Responsible for Florida Keys projects: including successful completion of projects, general oversight of the work force including subcontractors, scheduling, submittals, technical oversight, review of plans and specifications.

TECHNICAL EXPERIENCE

| | | |
|-------------------------|-------------------------|--------------------|
| Quality Control | Water Main Repair | Concrete |
| Pump Stations | Water Main Installation | Shoring/Sheeting |
| Sanitary Sewers | Electrical | Survey Equipment |
| Reclaimed Water Systems | Plumbing | Paving |
| Vacuum Sewer Systems | Mechanical | Codes & Permitting |

SUMMARY WORK HISTORY

D.N. Higgins Inc. Key West, FL

Construction Quality Control Manager (2006)

Naval Underground Utility Contract Trumbo Naval Base Key West, FL

Replaced majority of underground sewer piping on the base.

Superintendent / Project Management (Jan 2007 to present) over site and supervision of construction projects.

- Package Sewer Plant and Vacuum Plant Marlin Bay Project Marathon, FL
- Duck Key Reclaimed Water Pipeline Project (FKAA) Duck Key, FL
- Duck Key Reclaimed Water Storage and Pumping Facility (FKAA) Duck Key, FL
- RO Facility Plant Modification (CO storage & pumping) (FKAA) Stock Island, FL
- City of Key West Solid Waste Transfer Station (Design Build) Rockland Key, FL
- Homestead Air Reserve Base (USACOE Project) Pump and Gate Replacement Flood Control System.
- Stormwater Injection Well, Installation of Water & Sewer Main, Force Main Installation, Pump Station Construction, Roadway Reconstruction & Sidewalk Installation Projects City of Key West, FL
- Pump Station Repowering SFWMD Homestead, FL

City of Negaunee, Mi

City Manager (2004 thru 2005) Retired from City Government

Managed the city operations, in charge of the department heads, supervised water, sewer and road construction projects. Worked with other local, state and federal government units. Worked with attorneys, engineers, accountants, labor unions and the Army Corps of Engineers.

City of Negaunee Police Department, Mi

Chief of Police (1989 thru 2004)

Managed the City Police Department. Interacted with local, state and federal departments and agencies. Detective/Sergeant (1985 thru 1988)

In charge of all Criminal Investigations for the City of Negaunee.

Patrol Officer (1978 thru 1984) Conducted patrol activities for the city.

Water's Construction Ishpeming, Mi

Worked for family-owned residential and commercial contracting business in all phases of construction (1984 thru 2002)

Electrical, plumbing, concrete, framing, drywall, etc.

Pauls Appliance Service Ishpeming, Mi

Owner/Operator (1977 thru 1989)

Repaired major appliances, refrigeration, HVAC. Repaired & installed household electrical wiring.

Beauchamps Appliance Negaunee, Mi

Appliance Technician (1974 thru 1976)
Repaired and installed major appliances.

EDUCATION/TRAINING

FDOT Maintenance of Traffic

National safety Council

Confined Space Competent Person

Protocol Construction Safety

Rigging & Fall Protection Competent Person

Protocol Construction Safety

OSHA 30 Hr Construction Competent Person

National Safety Council

QCS Training

US Army Corp of Engineers

OSHA support scaffold Competent Person Training

US Safety

Trenching & Excavation: Competent Person

National Safety Council

Construction Quality Management for Contractors

US Army Corps of Engineers

Management and Law Enforcement Training

Numerous training courses 1978 thru 2006

Michigan Firefighter Certification

1979 Michigan Firefighters Training Council

Michigan Law Enforcement Certification (Police Academy)

1978 Northern Michigan University, Marquette, Mi

GM Major Appliance and Refrigeration Repair Certification

1975-1976 GM training

Michigan High School Diploma

Industrial Arts major class of 1975

Ishpeming High School Ishpeming, Mi

ACTIVITIES

- Past Member and Chairman of UPSET Multi Jurisdictional Drug Enforcement Unit
- Past Member and Chairman of the Marquette County Chief of Police Association
- Past Member and Chairman of the Irontown Association
- Member of the Michigan Association of Chiefs of Police
- Past Finance Director of Bethany Lutheran Church Ishpeming, Mi

REFERENCES

Doug Bradshaw, Senior Project Manager

City of Key West
3140 Flagler Ave., Key West, FL 33040
305-809-3792

Tyler Davis P.E., Senior Engineer

Mathews Consulting, Inc.
477 S. Rosemary Ave., Suite 330
West Palm Beach, FL 33401

Andy Patow, Construction Manager

Perez Engineering & Development, Inc.
1010 Kennedy Dr., Suite 400
Key West, FL 33040
305-797-1539

DOUGLAS N. HIGGINS, INC.

Officers:

Douglas N. Higgins – President
James H. Sweet - Vice-President
R. Suzanne Hawker – Secretary/Treasurer

Kelly A. Wilkie – Vice-President
William D. Higgins – Vice-President

Bank Reference:

Bank of America
500 Griswold Avenue, Suite 2600
Detroit, MI 48226

Contact: John Polack
(313) 202-3052
Fax: (313) 202-3048

Bonding:

Hartford Fire Insurance Company
Hartford Plaza
Hartford, CT 06115

Agent: Hylant Group
24 Frank Lloyd Wright Dr.
P.O. Box #541, Suite J4100
Ann Arbor, MI 48106
Dan Hines(734) 662-1418 Ext. 1308

Trade References:

Michigan

East Jordan Iron Works
P.O. Box #67000, Dept. #59601
Detroit, MI 48267-0596
(800) Manhole (626-4653)
Account # 39180

Michigan CAT
24800 Novi Road
P.O. Box 918
Novi, MI 48375-2414
(734) 349-4800
Account #319072

Niethammer Transport, Inc.
9750 W. Michigan Avenue
Saline, MI 48176
(734) 429-7179

Michigan Pipe & Valve
3604 Page Avenue
Jackson, MI 49203
(517) 764-9750
Account #DOU00001

Florida

HD Supply
501 W. Church Street
Orlando, FL 32805-2247
(305)418-5115
Account #101780000

Ferguson Enterprises, Inc.
2361 N.W. 22nd Street
Pompano Beach, FL 33069
(954) 973-8100
Account # 584

Olsen Precast, Inc.
2140 Pondella Road
North Fort Myers, FL 33903
(941) 574-8896
Account # 130508

Triple J of Lee County
P.O. Box #7258
Fort Myers, FL 33911-7258
(941) 337-2177

U.S. Pipe & Foundry
P.O. Box 10406
Birmingham, AL 35202
(205) 254-7042 Attn: Mitzi Overstreet
Account # 00093926

**DOUGLAS N. HIGGINS, INC.
REFERENCE INFORMATION**

Billing Address:

3390 Travis Pointe Road, Suite A
Ann Arbor, MI 48108
Phone: (734) 996-9500
Fax: (734) 996-8480

Business Started: April 1966
DUNS # 01-722-2183
Tax I.D.: #38-1807765

Officers:

Douglas N. Higgins - President
5662 Glen Oak Ct.
Saline, MI 48176

James H. Sweet - Vice-President
9462 Hidden Lake Circle
Dexter, MI 48130

Kelly A. Wilkie - Vice-President
2450 Highridge Circle
Saline, MI 48176

Daniel N. Higgins - Vice-President
632 Ironwood Way
Saline, MI 48176

William D. Higgins - Vice-President
319 Cottonwood Lane
Saline, MI 48176

R. Suzanne Hawker - Secretary/Treasurer
9462 Hidden Lake Circle
Dexter, MI 48130

Bank Reference:

Bank of America
500 Griswold Avenue, Suite 2600
Detroit, MI 48226

Contact: Mr. John Polack
313) 202-3052

Bonding:

Hartford Fire Insurance Company
Hartford Plaza
Hartford, CT 06115

Agent: Hylant Group
24 Frank Lloyd Wright Dr.
P.O. Box #541, Ste. J4100
Ann Arbor, MI 48106

Contact: Dan Hines
(734) 662-1418, Ext. 1308

TRADE REFERENCES FOR DOUGLAS N. HIGGINS, INC.

Michigan

East Jordan Iron Works
P.O. Box #67000, Dept. #59601
Detroit, MI 48267-0596
(800) Manhole (626-4653)
Account # 39180

Michigan CAT
24800 Novi Road
P.O. Box 918
Novi, MI 48375-2414
(734) 349-4800
Account #319072

Niethammer Transport, Inc.
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(734) 429-7179

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P.O. Box #7258
Fort Myers, FL 33911-7258
(941) 337-2177

U.S. Pipe & Foundry
P.O. Box 10406
Birmingham, AL 35202
(205) 254-7042 Attn: Mitzi Overstreet
Account # 00093926

OWNER RECOMMENDATION LIST

City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, MI 48107
(313) 994-2840

Washtenaw County Department of Public Works
110 N. Fourth Avenue
Ann Arbor, MI 48107
(313) 994-2398

Hamburg Township, Michigan
Livingston County
(810) 231-1000

Ypsilanti Community Utilities Authority
2777 State Street
Ypsilanti, MI 48197
(313) 484-4600

Collier County Government
3050 N. Horseshoe Drive, Suite 290
Naples, FL 33942
(813) 434-5050

City of Fort Myers
2200 Second Street
Fort Myers, FL 33901
(813) 332-6830

City of Key West
525 Angela Street
P.O. Box 1409
Key West, FL 33040

Metropolitan Dade County, Florida
3575 S. LeJeune Road
Miami, FL 33133
(305) 665-7471

Palm Beach Water Utilities Department
2065 Prarie Road
West Palm Beach, FL 33416
(407) 641-3429

CONSULTING ENGINEERS RECOMMENDATION LIST

Ayres, Lewis, Norris & May
3959 Research Park Drive
Ann Arbor, MI 48108
(313) 761-1010

Midwestern Consulting, Inc.
3815 Plaza Drive
Ann Arbor, MI 48108
(313) 995-0200

Berry & Calvin
3129 North 29th Avenue
Hollywood, FL 33020
(305) 923-6588

Orchard, Hiltz & McCliment, Inc.
34935 Schoolcraft Road
Livonia, MI 48150
(313) 522-6711

CH2M Hill
800 Fairway Drive, Suite 350
Deerfield Beach, FL 33441
(954) 426-4008

Pitman, Hartenstein & Associates, Inc.
4755 Summerlin Road, Suite 8
Fort Myers, FL 33919
(813) 936-6466

Hole, Montes & Associates
715 Tenth Street South
Naples, FL 33940
(813) 262-4617

Post, Buckley, Schuh & Jernigan, Inc.
2131 Hollywood Blvd., Suite 400
Hollywood, FL 33020-6786
(305) 921-7275

Johnson Engineering, Inc.
2158 Johnshon Street
Fort Myers, FL 33902
(813) 334-0046

Jones & Henry Engineers, Ltd.
2000 W. Central Avenue
Toledo, OH 43606
(419) 473-9611

McNamee, Porter and Seeley
3131 South State Street
Ann Arbor, MI 48108
(313) 665-6000

Miami-Dade Water & Sewer Department
4200 Salzedo
Coral Gables, FL 33146
(305) 669-5751

DOUGLAS N. HIGGINS, INC. ORGANIZATION STRUCTURE

Douglas N. Higgins
President

James Sweet
Vice-President
Ann Arbor, MI
Florida Underground
Utilities Contractor
License

Dan Higgins
Vice-President
Naples, Florida
Florida General
Contractors License

Kelly Wilkie
Vice-President
Ann Arbor, MI
MBA

Bill Higgins
Vice-President
Ann Arbor, MI

FLORIDA DIVISION

Regional Manager
Brandy Bartolone
Naples, Florida

Project Managers
Mike Lobello
Marc Lean

Superintendents
Kenneth Fritz
Frank Johnson

Florida Laborers & Operators (21 employees)

MICHIGAN DIVISION

Project Engineer Foremen
David Wilkie **Ryan Ahrens**
Professional Engineer (MI)
MBA

Michigan Laborers & Operators
(11 employees)

Douglas N. Higgins, Inc. - Field Equipment

| <u>Model Year</u> | <u>Description</u> | <u>Serial Number</u> |
|-------------------|-----------------------------------------------------|----------------------|
| 1996 | Case 580 backhoe | JJG0198006 |
| 1995 | Case 580 backhoe | JJG0192158 |
| 2005 | Case 580SM 4wd extendahoe | N5C386745 |
| 2001 | Caterpillar 420D backhoe | BLN02095 |
| 1995 | Dynapac CA251D vibratory roller | 58311946 |
| 2003 | Hudco HC40 vibratory compactor | 40-313 |
| 1999 | Hudco HC40 vibratory compactor | 40-126 |
| 2005 | Wacker BPU3050A vibratory plate compactor | 1589382 |
| 2005 | MBW groundpounder GP5500H vibratory plate compactor | 5503249 |
| 2005 | Bomag BT 65/4 jumping jack tamper/compactor | 101540 49 1225 |
| 1998 | Bomag 142D vibratory compactor | 109510120487V |
| 2005 | Multiquip-Rammax P24FM vibratory roller | 335273 |
| 2004 | Multiquip-Rammax P16FM vibratory roller | 130506 |
| 2004 | Bomag BE124 vibratory compactor | 901581271057 |
| 2006 | Intersoll Rand P185WJD compressor | 361773UJP222 |
| 2006 | Sullair model 185 compressor | 200606240028 |
| 1997 | Caterpillar D6MXL dozer | 3WN000535 |
| 2001 | John Deere 450H dozer | 901312 |
| 1998 | John Deere 450G dozer | 846786 |
| 2005 | John Deere 650J dozer | TO650JX113505 |
| 1997 | Caterpillar 350L excavator | 3ML01002 |
| 2005 | John Deere 225C RTS excavator | FF225CX500280 |
| 1998 | Caterpillar 312BL excavator | 9GR00382 |
| 1987 | Caterpillar 225BLC custom 180 excavator w/hudco | 2ZD00682 |
| 1986 | Caterpillar 225 excavator w/hudco | 51U06510 |
| | Caterpillar 324DL excavator | PYT00364 |
| 2004 | John Deere 225C RTS excavator | FF225CX500205 |
| 2003 | John Deere 135C excavator | FF135CX300043 |
| 2002 | John Deere 50ZTS excavator | 240582 |
| 2004 | Hitachi excavator | FF011SCT064489 |
| 2005 | John Deere 450C excavator | FF450CX091789 |
| 2006 | John Deere 75CZ excavator | FF075CX13044 |
| 2006 | John Deere 50ZTS compact excavator | FF050DX244884 |
| 2005 | John Deere 50DXFF compact excavator | FF050DX244434 |
| 2006 | John Deere 50DXFF compact excavator | FF050DX244457 |
| 1987 | Ford 2910 broom tractor/sweepster | BB36964-8704 |
| 2003 | Massey-Ferguson MF451-2 broom tractor | BM45024 |
| 1996 | Caterpillar olympian CT60 generator | 2023147 |
| 2000 | Multi-quip 4320-04 20KW generator | 7104172 |

| <u>Model Year</u> | <u>Description</u> | <u>Serial Number</u> |
|-------------------|----------------------------------------------|----------------------|
| 1978 | Caterpillar 120G grader | 87V03520 |
| 2002 | Spectra precision 1242 laser plane | 3610 |
| 2001 | Spectra precision 1280-S laser beam | 7901 |
| 2000 | Caterpillar 950G loader | 5FW01466 |
| 2004 | Caterpillar 938G loader | RTB00399 |
| 2001 | Caterpillar 924G loader | 9SW01113 |
| 1993 | Caterpillar 950F loader | 5SK00767 |
| 2001 | Caterpillar 938G loader | 4YS02105 |
| 2002 | Caterpillar 928G loader | 06XR03477 |
| 2004 | John Deere 624J loader | DW624JZ593170 |
| 2001 | John Deere 544H loader | 581183 |
| 2002 | Caterpillar 252 skid steer loader | FDG852 |
| 1998 | Bobcat 873 skid steer loader | 514116036 |
| 2001 | Massey Ferguson 7500 loader | 7500WJ5122 |
| 2005 | John Deere 544J loader | DW544JZ598656 |
| 2005 | John Deere 544J loader | DW544J598942 |
| 1997 | Trafcon TC15S solar powered light board | 0997SL15864 |
| 2001 | Asphalt zipper AZ480 asphalt milling machine | 100775AZ |
| 2000 | Terex RT450 rough terrain crane | 11948 |
| 2005 | D & D 6" sludge model 400D sludge pump | D1331 and 6S-332 |
| | McKenna Equipment: | |
| 2005 | Movax SP-100 vibratory driver/extractor | 4308/1 |
| 2004 | Caterpillar 330CL excavator | DKY02397 |
| 2002 | Caterpillar 320CL excavator | ANB03095 |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <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</p> <p>Owner - Address - Project Manager - Phone: Collier County Facilities Management Department 3301 East Tamiami Trail Naples, Florida 34112 John Clements</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, 2009 Project Description: Construction of grinder pump station (vault), installation of muffin monster (grinder/lauger 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 (239) 213-5000</p> <p>Engineer - Address - Phone: AECOM 4415 Metro Parkway Suite 404 Fort Myers, Florida 33916 (239) 278-7996</p> <p>Contract Date: 2/4/09 Award, 3/16/09 NTP Final Contract Amount: \$2,798,870.00 Completion Date: 2/8/10 (Contract)</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> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <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</p> <p>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 Damon 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 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</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: \$2,621,807.78 Completion Date: May 10, 2010</p> <p>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 Ellana Hayes, E.I. (239) 332-6318</p> <p>Engineer - Address - Phone: Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaud (239) 334-0046</p> <p>Contract Date: July 1, 2008 Final Contract Amount: \$1,043,805.00 Completion Date: February, 2009</p> <p>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

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| <p>Project Name: Gateway Triangle Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34104 Shane Cox 239-252-8192</p> <p>Engineer - Address: HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p>Contract Date: November 5, 2007 Final Contract Amount: \$1,021,336.78 Completion Date: July 28, 2008</p> <p>Project Description: Stormwater improvements to existing area - excavation of approximately 34,000 Cy of dirt and grading to form three continuous ponds. Installation of box culverts, sheet piling, concrete ditch pavement and storm drainage structures.</p> | <p>Project Name: Marco Island North Barfield & North Marco Sanitary Sewer District</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p>Contract Date: March 1, 2007</p> <p>Final Contract Amount: North Marco \$4,644,806.99 North Barfield \$7,270,729.37</p> <p>Completion Date: North Marco May 11, 2008 North Barfield March 24, 2008</p> |
| <p>Project Name: NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Dueri</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p>Contract Date: September 17, 2007 Final Contract Amount: \$336,412.49 Completion Date: June 17, 2008</p> <p>Project Description: Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p> | <p>Project Name: Rehabilitation of Master Pump Station 316</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 - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: November 16, 2007 Final Contract Amount: \$765,823.34 Completion Date: June 3, 2008</p> <p>Project Description: Full rehab 800 GPM Master Pump Station</p> |
| <p>Project Name: Rehabilitation of Master Pump Station 318</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: October 9, 2007 Final Contract Amount: \$789,070.59 Completion Date: June 10, 2008</p> <p>Project Description: Fully rehab 3000 GPM Master Pump Station</p> | <p>Project Name: NCRWTP Chemical Laboratory Ventilation Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p>Engineer - Address - Phone: TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p>Contract Date: March 13, 2007 Final Contract Amount: \$749,367.67 Completion Date: November 30, 2008</p> <p>Project Description: Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p>Project Name: Connection to Water Main - Marco Shores</p> <p>Owner - Address - Project Manager: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: April 26, 2007 Final Contract Amount: \$188,000.00 Completion Date: August 31, 2007</p> | <p>Project Name: Collier County NCRWTP AND SCRWTP Sand Separators</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 East Tamiami Trail Naples, Florida 34112 Diana Duerf</p> <p>Engineer - Address - Phone: Hazen and Sawyer</p> <p>Contract Date: December 20, 2007 Final Contract Amount: \$1,453,249.71 Completion Date: July 17, 2009 Project Description: Procurement and installation of two automatic self-cleaning sand separators (custom built in Germany) including stainless steel piping, valves, instruments and control panels. Installation of system, which included two, three-chamber pump stations, submersible pumps, venturi flowmeters, etc.</p> |
| <p>Project Name: SCRWTP Raw Water Transmission Main & Appurtenances for Raw Water Wells 39S, 40S, 41S & 42S</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schall</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p>Contract Date: September 26, 2006 Final Contract Amount: \$1,884,000.00 Completion Date: April 11, 2007 Length of Contract: 210 days Project Description: Installed 3500 LF of 16-inch HDPE raw water transmission main and 3500 LF of Fiber Optic and Electrical ductbanks, and instrumentation and Control Facilities at the four new water well facilities. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.</p> | <p>Project Name: Decommissioning of Pelican Bay Wastewater Treatment Plant</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Hazen and Sawyer 2101 Corporate Boulevard, Suite 303 Boca Raton, Florida 33431 Kurt Pfeiffer 561-997-8070</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$72,500.00 Completion Date: July 30, 2006</p> |
| <p>Project Name: Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p>Engineer - Address - Phone: Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pager 800-649-4336</p> <p>Contract Date: March 30, 2006 Final Contract Amount: \$162,723.43 Completion Date: February 28, 2007</p> | <p>Project Name: Reclaimed Water Aquifer Storage and Recovery</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p>Engineer - Address: Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p>Contract Date: April 5, 2006 Final Contract Amount: \$4,658,515.28 Completion Date: June 6, 2007 Project Description: Installed a deep injection well for the storage of reclaimed water coming from Collier County water treatment plants. The Owner will have full capability to recover this reclaimed water for market and/or use for their own irrigation needs.</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p><u>Project Name:</u> Tigertail Sewer District Wastewater Collection System Expansion</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-6011</p> <p><u>Engineer - Address - Phone:</u> Boyle Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mill 239-278-7996</p> <p><u>Contract Date:</u> March 7, 2006 <u>Final Contract Amount:</u> \$2,920,703.33 <u>Completion Date:</u> December 21, 2006</p> | <p><u>Project Name:</u> Pads for MBR and Equipment</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><u>Engineer - Address - Phone:</u> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Sobienksi 239-437-9494</p> <p><u>Contract Date:</u> March 13, 2006 <u>Final Contract Amount:</u> \$183,000.00 <u>Completion Date:</u> May 13, 2006</p> |
| <p><u>Project Name:</u> Rosemary Park Paving & Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$831,805.33 <u>Completion Date:</u> November 1, 2006</p> | <p><u>Project Name:</u> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><u>Engineer - Address:</u> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><u>Contract Date:</u> May 2, 2006 <u>Final Contract Amount:</u> \$193,287.00 <u>Completion Date:</u> July 19, 2006</p> |
| <p><u>Project Name:</u> Dorich Ave. Drainage & Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> March 15, 2006 <u>Final Contract Amount:</u> \$316,400.50 <u>Completion Date:</u> August 1, 2006</p> | <p><u>Project Name:</u> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><u>Engineer - Address - Phone:</u> Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-6550</p> <p><u>Contract Date:</u> June 15, 2006 <u>Final Contract Amount:</u> \$2,884,382.00 <u>Completion Date:</u> April 2007</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p><u>Project Name:</u> Pump Station 109 and 113 Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sridhar</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p><u>Contract Date:</u> February 8, 2006 <u>Final Contract Amount:</u> \$1,229,561.25 <u>Completion Date:</u> September 29, 2006</p> | <p><u>Project Name:</u> Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-369-5182</p> <p><u>Engineer - Address - Phone:</u> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><u>Contract Date:</u> May 23, 2006 <u>Final Contract Amount:</u> \$9,787,283.47 <u>Completion Date:</u> January 17, 2007</p> |
| <p><u>Project Name:</u> Appurtenances For Wells RO 101N and 102N</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p><u>Engineer - Address - Phone:</u> Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz</p> <p><u>Contract Date:</u> May 24, 2005 <u>Final Contract Amount:</u> \$597,000.00 <u>Completion Date:</u> January 27, 2006 <u>Length of Contract:</u> 240 days <u>Project Description:</u> This project was to install two complete wellhead facilities. The work included structural concrete, mechanical, electrical, fiber optic line connections, and I & C. The raw water pipe size was greater than 12 inches.</p> | <p><u>Project Name:</u> Construction of Wells 35 & 36</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Howard Brogdon</p> <p><u>Engineer - Address - Phone:</u> Camp Dresser & McKee, Inc. 9311 College Parkway, Suite 1 Fort Myers, Florida 33919 Adam Sobolewski 239-432-9494</p> <p><u>Contract Date:</u> August 16, 2005 <u>Final Contract Amount:</u> \$998,980.97 <u>Completion Date:</u> January 30, 2006 <u>Length of Contract:</u> 120 days <u>Project Description:</u> This project was to install two complete wellhead facilities and install over 1000 LF of 24" PVC Raw Water pipe. The work included structural concrete, mechanical, electrical, fiber optic line connections, ductbank, and I & C.</p> |
| <p><u>Project Name:</u> 12th Avenue Interconnect Booster PS</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p><u>Engineer - Address - Phone:</u> Hazen and Sawyer 1905 South 25th Street, Suite 103 Fort Pierce, Florida 34947 Albert Muniz</p> <p><u>Contract Date:</u> August 8, 2005 <u>Final Contract Amount:</u> \$1,083,000.00 <u>Completion Date:</u> October 31, 2006</p> | <p><u>Project Name:</u> NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Gulliani</p> <p><u>Engineer - Address - Phone:</u> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Gulliani</p> <p><u>Contract Date:</u> March 1, 2005 <u>Final Contract Amount:</u> \$354,817.00 <u>Completion Date:</u> September 14, 2005</p> |

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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| <p><u>Project Name:</u> SCWRF Rehabilitation Piping Odor Control Modifications</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Vaughn Williams</p> <p><u>Engineer - Address - Phone:</u> Hole Montes 950 Encore Way Naples, Florida 34110 E. Joseph Goetz, Jr. 239-254-2000</p> <p><u>Contract Date:</u> November 21, 2005 <u>Final Contract Amount:</u> \$217,900.00 <u>Completion Date:</u> July 12, 2006</p> | <p><u>Project Name:</u> Michigan Street Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p><u>Contract Date:</u> September 1, 2005 <u>Final Contract Amount:</u> \$243,610.00 <u>Completion Date:</u></p> |
| <p><u>Project Name:</u> Richview Court Drainage Maintenance</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> City of Bonita Springs Public Works Department</p> <p><u>Contract Date:</u> December 27, 2005 <u>Final Contract Amount:</u> \$29,333.50 <u>Completion Date:</u> January 30, 2006</p> | <p><u>Project Name:</u> I-75 and Alico Road Interchange Reconstr.</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Department of Transportation Tallahassee, Florida</p> <p><u>Engineer - Address - Phone:</u> <u>Contractor:</u> Engineer: Thomas Boyle Kiewit Southern 239-432-2732 450 Dividend Drive 16999 James Whitehead Road Peachtree City, Georgia Fort Myers, Florida 33912</p> <p><u>Contract Date:</u> October 5, 2005 <u>Final Contract Amount:</u> \$1,288,742.63 <u>Completion Date:</u> June 2007</p> |
| <p><u>Project Name:</u> Culvert Replacement in the River Oaks, Palm River Subdivision</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Margaret Bishop</p> <p><u>Engineer - Address - Phone:</u> Collier County Stormwater Management</p> <p><u>Contract Date:</u> April 4, 2005 <u>Final Contract Amount:</u> \$576,642.50 <u>Completion Date:</u> July 8, 2005</p> | <p><u>Project Name:</u> Twin Lakes Interconnect</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Gianfranco Nicolaci</p> <p><u>Engineer - Address - Phone:</u> Agnoli Barber & Brundage, Inc. 7400 Tamiami Trail North, Suite 200 Naples, Florida 34108 Roger Sandrus</p> <p><u>Contract Date:</u> September 12, 2005 <u>Final Contract Amount:</u> \$750,120.76 <u>Completion Date:</u> March 1, 2006</p> |

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| <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 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 Vai Prince (239) 252-5879</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, FL 34134 David Schmitt, P.E. (239) 947-1144</p> <p>Contract Date: June 29, 2009 Final Contract Amount: \$36,775.00 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: Installed reinforced concrete wet wells, 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

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| <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 Duerf 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: \$906,080.33 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. Mittl, 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 Supp</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Shanfii Sridhar 239-252-4285</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, 2011 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

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| <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 Better 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 Nasbitt, 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 Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Keith Howard, Solid Waste 239-533-8917</p> <p>Engineer - Address - Phone: MWH Americas, Inc. 14311 Metropolis Ave., Ste. 101 Fort Myers, FL 33912 Gordon Kennedy 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

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| <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: Konline-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:</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. Pager, 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 DW 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> |

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| <p><u>Project Name:</u> Wyndemere Country Club Remove/Install 43 Fire Hydrants & Valves</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Water Distribution 4370 Mercantile Ave. Naples, FL 34104 Pam Libby 239-252-6239</p> <p><u>Engineer - Address - Phone:</u> N/A</p> <p><u>Contract Date:</u> September 5, 2011 <u>Final Contract Amount:</u> \$98,350.00 <u>Completion Date:</u> November 21, 2011</p> <p><u>Project Description:</u> Remove/Install 43 Fire Hydrants & Valves Remove/Install 3 Inline Valves Install 1 new Inline Valves</p> | <p><u>Project Name:</u> NCWRF Compliance Assurance</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Peter Schall, PMP</p> <p><u>Engineer - Address - Phone:</u> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Clifford Pepper, P.E. (239) 254-2000</p> <p><u>Contract Date:</u> November 6, 2009 <u>Final Contract Amount:</u> \$8,683,000.00 <u>Completion Date:</u> November 23, 2011</p> <p><u>Project Description:</u> 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><u>Project Name:</u> Vanderbilt Beach MSTU, Gulf Shore Drive Utility Relocate</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Mark Sunyak, P.E. (Project Manager)</p> <p><u>Engineer - Address - Phone:</u> Malcolm Pinnie 4315 Metro Pkwy, Ste. 520 Ft. Myers, FL 33916</p> <p><u>Contract Date:</u> November 28, 2011 <u>Final Contract Amount:</u> \$72,778.50 <u>Completion Date:</u> January 27, 2012</p> <p><u>Project Description:</u></p> | <p><u>Project Name:</u> Bella Terra - Replace Existing Irrigation Main</p> <p><u>Owner - Address - Project Manager - Phone:</u> CCC Traditions, LLC 135 San Lorenzo Ave. Coral Gables, FL 33146</p> <p><u>Engineer - Address - Phone:</u> Peninsula Engineering 2600 Golden Gate Pkwy. Naples, FL 34105</p> <p><u>Contract Date:</u> December 5, 2011 <u>Final Contract Amount:</u> \$108,712.18 <u>Completion Date:</u> January 18, 2012</p> <p><u>Project Description:</u></p> |

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| <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 C.J 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:</p> <p>Owner - Address - Project Manager - Phone:</p> <p>Engineer - Address - Phone:</p> <p>Contract Date:</p> <p>Final Contract Amount:</p> <p>Completion Date:</p> <p>Project Description:</p> |



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.

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.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

License card for Daniel Norman Higgins, General Contractor, License NBR CGC060189, expires AUG 31, 2014. Includes Department of Business and Professional Regulation logo and seal.

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER

AC#6307015

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082701996

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/27/2012, 118195796, CGC060189

The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2014

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

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

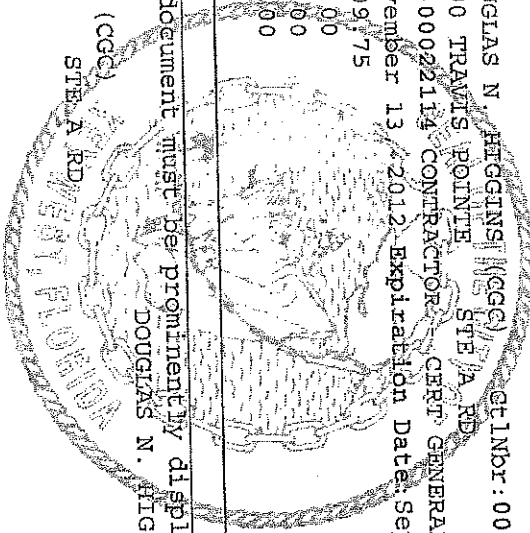
This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

| | | |
|---------------|--------------------------|------------------------------------------|
| Business Name | DOUGLAS N. HIGGINS (CGC) | Reg INbr: 0018021 |
| Location Addr | 3390 TRAVIS POINTE | STE A RD |
| Lic NBR/Class | 13-00022114 CONTRACTOR | CERT GENERAL CONTRACTOR |
| Issue Date: | November 13 | 2012 Expiration Date: September 30, 2013 |
| License Fee | \$309.75 | |
| Add. Charges | \$0.00 | |
| Penalty | \$0.00 | |
| Total | \$0.00 | |

Comments:

This document must be prominently displayed.
DOUGLAS N. HIGGINS, INC

DOUGLAS N. HIGGINS (CGC)
3390 TRAVIS POINTE STE A RD
ANN ARBOR MI 48108



State of Florida

Department of State

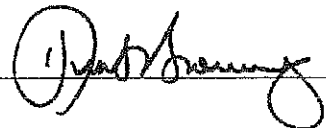
I certify from the records of this office that DOUGLAS N. HIGGINS INC. is a corporation organized under the laws of Michigan, authorized to transact business in the State of Florida, qualified on August 1, 1973.

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 17, 2012, 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
Florida, at Tallahassee, the Capital, this the
Eighteenth day of January, 2012*



Secretary of State



Authentication ID: 000218635270-011812-830666

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 May 15, 2012 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."

Douglas N. Higgins

Daniel N. Higgins

William D. Higgins

James H. Sweet

Kelly A. Wilkie

[Signature]

[Signature]

[Signature]

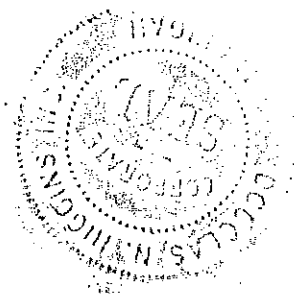
[Signature]

[Signature]

R. Suzanne Hawker

R. Suzanne Hawker
Secretary

Dated: May 15, 2012



ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ ^{Michigan})
COUNTY OF ~~MONROE~~ ^{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.

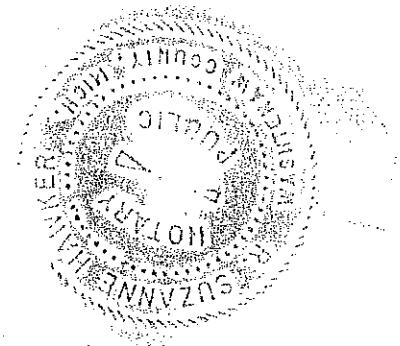
By: Kelly A. Wilkie
Kelly A. Wilkie, Vice-President



Sworn and subscribed before me this 21st day of November, 2012.

R. Suzanne Hawker
Michigan
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: **R. SUZANNE HAWKER**
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2017



FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid or Proposal for Fort street parking lot

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 38-1807765
(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 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, non-jury 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. Wikie
(signature)
November 21, 2012
(date)



STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

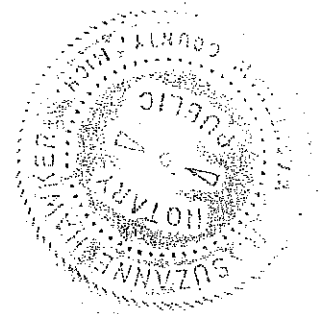
Kelly A. Wikie who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 21st day of November, 2012.

My commission expires:

R. SUZANNE HAWKER
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2017

R. Suzanne Hawker
NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

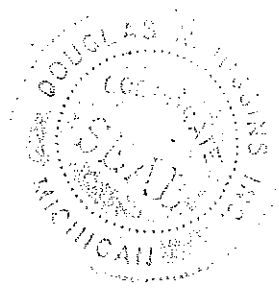
The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

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: November 21, 2012

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.
4. Cost not to exceed \$350.00

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

Business License Tax Application

City of Key West
City Hall Annex
PO Box 1409
Key West, FL 33041

Date Applied _____

License # _____

Phone 305-809-3955

Fax 305-809-3978

Business Type: _____

Business Name: _____

Business Location: _____

Business Owner: _____

State Licensed Qualifier (if applicable): _____

Mailing Address: _____

EIN / SS # _____ Phone # _____

Applicant name (printed)

Applicant signature

Date

State of Florida

County of Monroe

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

Signature of Notary Public

(stamp or seal). Personally known _____

Produced id _____

____ Sales Tax number 3106 Flagler Ave 292-6735

City utility acct _____

____ Commercial garbage Waste Mgmt 296-8297

____ Lease or deed

____ State License DBPR 850-487-1395 / Dept Ag 305-470-6900

____ Home occupation application

____ Fictitious Name registration

Previous use _____

____ Corporate or LLC registration

____ Liability / Worker's Comp

Zoning _____

____ Fire Inspector 292-8179

____ CO / final inspection on any permits

Category _____ Fee \$ _____

____ Monroe County or local licensing

Licensed in accordance with Chapter 66, Key West Code of Ordinances

____ Approved _____ Denied / Reason _____

Licensing Official

Date

Licensing Division

P.O. Box 1409, Key West, FL 33041
305.809.3955 305.809.3978 (FAX)

REQUIREMENTS FOR STATE CERTIFIED CONTRACTOR REGISTERING TO WORK IN KEY WEST LESS THAN 30 DAYS PER FISCAL YEAR

1. NEED STATE OF FLORIDA CERTIFIED CONTRACTOR LICENSE.
2. BUSINESS LICENSE TAX RECEIPT FROM BASE LOCATION.
3. LIABILITY INSURANCE AND WORKER'S COMPENSATION
(WITH THE CITY OF KEY WEST CERTIFICATE HOLDERS) SET
AT STATE STATUTE REQUIREMENTS.
4. FEDERAL I.D. NUMBER /SOCIAL SECURITY (IF NOT
INCORPORATED).
5. LETTER OF INTENT STATING THE FOLLOWING:

BUSINESS NAME

JOB SITE

DAYS INTENDING ON WORKING IN THE CITY

PLEASE FAX DOCUMENTS TO THE TELEPHONE NUMBER LISTED BELOW, OR MAIL TO CAROLYN
WALKER / KIM PITA, CITY OF KEY WEST LICENSE DIVISION, P.O. BOX 1409, KEY WEST, FLORIDA 33041.

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. | [✓] |
| 4. | All issued 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 Bidding Requirements, 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. | [✓] |
| 13. | Bidder must provide satisfactory documentation of State Licenses. | [✓] |

FLORIDA TRENCH SAFETY ACT COMPLIANCE

Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

| Trench Safety Measure | Units | Quantity | Unit Cost | Extended Cost |
|---------------------------------|-----------|-----------------|---------------|-------------------|
| A. <u>Bracing & Sloping</u> | <u>LF</u> | <u>2,500 LF</u> | <u>\$1.25</u> | <u>\$3,125.00</u> |
| B. _____ | _____ | _____ | _____ | _____ |

Kelly A. Wilkie
Signature
November 21, 2012
Date



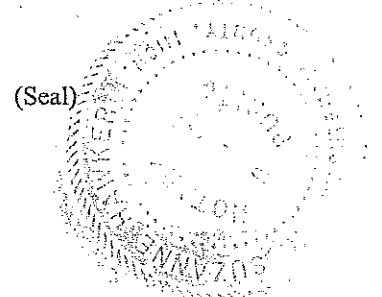
STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kelly A. Wilkie, who, after first being sworn by me affixed his /her signature in the space, provided above on the 21st day of November, 2012.

R. Suzanne Hawker
Notary Public

My Commission expires: R. SUZANNE HAWKER
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2017



SUSPENSION AND DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 20 . November 21, 2012

By Kelly A. Wilkie
Authorized Signature/Contractor

Kelly A. Wilkie, Vice-President
Typed Name/Title

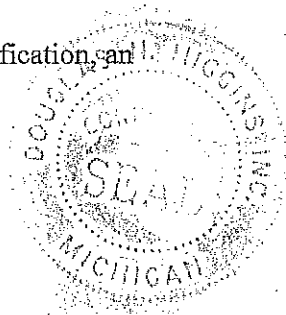
Douglas N. Higgins, Inc.
Contractor's Firm Name

3390 Travis Pointe Rd. Suite A
Street Address

Suite A
Building, Suite Number

Ann Arbor, MI 48108
City/State/Zip Code

(734) 996-9500
Area Code/Telephone Number





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

**ADDENDUM # 1
ASPHALT PAVING – ITB #13-001**

November 14, 2012

To All Bidders,

The following changes / documents are hereby made a part of Project number **ITB #13-001, ASPHALT PAVING**, as fully as completely as if the same were fully set forth therein:

1. Revised Bid Schedule
2. Revised Contract
3. Fog Seal Specification
4. Scrub Seal Specification
5. Specification Section 01390 Preconstruction Audio-Video Recordings: 1.01A – Delete "All videos shall be taken by a professional commercial video photographer".
6. List of possible specialty asphalt treatment Sub-Contractors:

Roadway Management Inc.
Harvey Armstrong
harmstrong@roadwaymanagement.com
[863.287.2938](tel:863.287.2938)

The Miller Group
Kim Stokes
Kimbel.stokes@millergroup.ca
[404.427.3111](tel:404.427.3111)

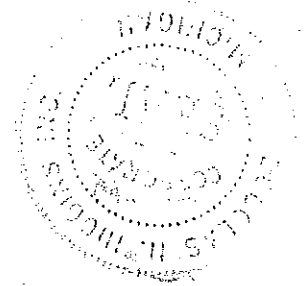
Vance Brothers
Tim Harrawood
tharrawood@vancebrothers.com
[501.231.8949](tel:501.231.8949)

Slurry Pavers
Chuck Ingram
cigram@slurrypavers.com

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

Kelly A. Wilkie
Signature

Douglas N. Higgins, Inc.
Name of Business



WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 21st day of November, 2012.

Douglas N. Higgins, Inc.
PRINCIPAL

By James H. Sweet, Vice-President
JAMES H. SWEET

Hartford Fire Insurance Company
SURETY

By Heather M. Johnson
Attorney-In-Fact Heather M. Johnson

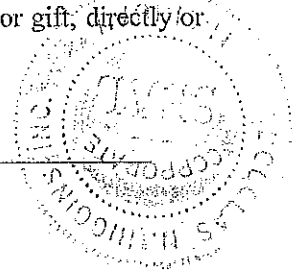
Dale Q. Belts

Dale A. Bell
Fl. Resident Agent
Sprin & Co. 2101 NW 27th Ave,
Miami, FL 33172 305 591 6333

Michigan
STATE OF FLORIDA)
WASHTENAW : SS
COUNTY OF ~~MONROE~~)

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

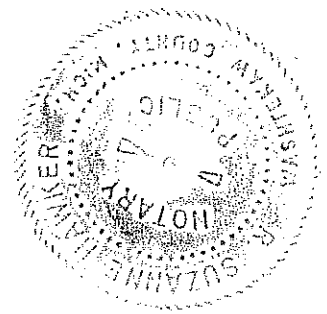
By: *James H. Subbet*
JAMES H. SUBBET, VICE-PRESIDENT



Sworn and subscribed before me this *21st* day of *November*, 20*12*.

R. Suzanne Hawker
Michigan
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: **R. SUZANNE HAWKER**
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2017



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

Agency Code: 35-351588

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- 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:

Stephen T. Hylant, Janet Barnard, Lori G. Weber, Mary Grace White, Jill Rothwell, Heather M. Johnson
of
Troy, MI

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 January 22, 2004 the Companies have caused these presents to be signed by its Assistant 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.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of November, 2008, 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 Assistant 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

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant 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 November 21, 2012.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2012,

by and between the City of Key West, hereinafter called the "Owner", and _____

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid 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 ASPHALT PAVING, Key West, Florida to the extent of the Proposal made by the Contractor, dated the day of _____ 2012, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID DOCUMENTS, the CONTRACT FORMS, CONTRACT SPECIFICATIONS DIVISION I, PERFORMANCE and PAYMENT BONDS.

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 Proposal 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 the time specified in the Contract 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 with each Work Order.

In the event the Bidder is awarded the Contract and fails to complete the work authorized by a Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$300 per day for all work authorized under the Work Order until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. Liquidated damages shall be assessed individually against each Work Order.

This Contract will automatically expire and be terminated 2 years after the date of the execution of the Contract by the Owner, unless the Owner and Contractor mutually agree to a 1-year time extension at no greater than a 5% increase in unit prices (based on current pricing) set forth in the Proposal. If the contract is extended, it will expire and be terminated 1- year after the date of the execution of the contract extension by the owner. Up to 3 extensions for as total contract time of 5 years may be executed based on the original bid prices.

Note: If significant fluctuations (10% or greater) in petroleum prices occur, based on FDOT Fuel and Bituminous Price Index (November 2012), the City and the Contractor reserve the right to propose alternate pricing for the contracted bid prices (increase / decrease). Any change must be approved by the City Manager.

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

_____ day of _____, A.D., 2012.

CITY OF KEY WEST

By _____

Title _____

CONTRACTOR

By _____

Title _____

APPROVED AS TO FORM

Attorney for Owner

FLORDIA PERFORMANCE BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____
hereinafter called the CONTRACTOR (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 20____, 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

FLORIDA PAYMENT BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,

with offices at _____
hereinafter called the CONTRACTOR, (Principal), and

with offices at _____
a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for _____ attached hereto, with the CITY, dated _____, 20_____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, 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, 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 in 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 _____, 20____, 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

PART 3

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

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 Proposal 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. CONSTRUCTION ENGINEER

The person or organization identified as such in the Contract Documents. The Term "Engineer" means Construction Engineer or his authorized representative. This person or organization should be responsible for directing, inspecting, rejecting and approving all construction activities, equipment and materials in order to comply with the plans and specifications prepared by the Engineer of Record.

10. ENGINEER OF RECORD

The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications.

11. 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 who gives the notice.

12. OR EQUAL

The term "or equal" shall be understood to indicate that the "equal" product is equivalent to or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer. Such equal products shall not be purchased or installed by the Contractor without written authorization.

13. OWNER

The person, organization, or public body identified as such in the Contract Documents.

14. PLANS (See Drawings)

15. SPECIFICATIONS

The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto. Where standard specifications, such as those of FDOT, ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

16. NOTICE TO PROCEED

A written notice given by the Owner to the Contractor (with a copy to the Engineer and the Engineer of Record) fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the Owner.

17. SUBSTANTIAL COMPLETION

"Substantial Completion" shall be that degree of completion of the project or a defined portion of the project, as evidenced by the Engineer's written notice of Substantial Completion, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended. "Substantial Completion" of an operating facility shall be that degree of completion that has provided a minimum of 7 continuous days of successful, trouble-free, operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the work, plus all other components necessary to enable the Owner to operate the facility in a manner that was intended, shall be complete on the substantial completion date.

18. WORK

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in-place".

CONTRACT DOCUMENTS

19. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical 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, Engineer of Record, 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, Engineer of Record, 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.

20. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will consult with the Engineer of Record and 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. PROPOSAL
- 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.

21. 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 and/or Engineer of Record 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 and/ or Engineer of Record.

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

22. 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, Engineer of Record 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.

23. 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 and to his representatives.

The Contractor shall maintain on a daily basis at the jobsite, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the Contractor shall give the Engineer one complete set of these marked up drawings and a signed and sealed set of As-Built drawings.

24. ADDITIONAL CONTRACT DOCUMENTS

Copies of Contract Documents or Drawings may be obtained on request from the Engineer of Record and by paying the actual cost of reproducing the Contract Documents or Drawings.

25. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Contract Documents, and copies thereof furnished by the Engineer and/ or the Engineer of Record are instruments of service for this project. They are not to be used on other work and are to be returned to the Engineer and/ or Engineer of Record on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the Engineer and or the Engineer of Record, will be at the risk of the user and without liability or legal expense to the Engineer and or Engineer of Record. Such user shall hold the Engineer and or the Engineer of Record harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the Engineer and or the Engineer of Record to further compensation at rates to be agreed upon by the user and the Engineer and/ or Engineer of Record.

THE OWNER

26. AUDITS

The owner is responsible for performing audits related to the project. Audits will be performed on an annual basis and will be in compliance with the criteria outlined in Section 5.04 of the Local Agency Program agreement.

27. OWNER FORCE ACCOUNT/COST EFFECTIVE JUSTIFICATION

The owner shall not provide construction or construction engineering inspection services related to this contract without prior approval by the District LAP Administrator through submittal of a finding of cost-effectiveness.

THE ENGINEER

28. AUTHORITY OF THE ENGINEER

The Engineer will be the Owner's representative during the construction period. His authority and responsibility will be limited to the provisions set forth in these Contract Documents. The Engineer will have the Authority to reject work which does not conform to the Contract Documents. However, neither the Engineer's authority to act under this provision, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, their respective Sureties, any of their agents or employees, or any other person performing any of the work.

29. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer or his representative will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer or his representative shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

The Engineer or his representative will make recommendations to the Owner, in writing, on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or technical nature, and will not include the legal interpretation of the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the Owner. Such recommendation shall be necessary before the Contractor can receive additional money under the terms of the Contract. Changes in work ordered by the Engineer or his representative shall be made in compliance with Article CHANGES IN THE WORK.

One or more project representatives may be assigned to observe the work. It is understood that such project representatives shall have the authority to issue notice of nonconformance and make decisions within the limitations of the authority of the Engineer. The Contractor shall furnish all reasonable assistance required by the Engineer or project representatives for proper observation of the work. The above-mentioned project representatives shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

30. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

The Engineer or his representative will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer or his representative, will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

The Engineer or his representative, 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 or his representative, 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 or his representative, 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.

31. 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 or his representative, 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.

32. 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.

33. 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 of Record, 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 of Record 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 of Record to review the information. Contractor shall also submit to Engineer of Record 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 of Record 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 of Record for review and approval of each variation.

Engineer of Record will review submittals with reasonable promptness, but Engineer of Record's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. Contractor shall make corrections required by Engineer of Record, and shall return the required number of corrected copies of shop drawings and submit as required

new samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer of Record on previous submittals.

Engineer of Record's review of submittals shall not relieve Contractor from the responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer of Record's attention to each such variation at the time of submission and Engineer of Record has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by Engineer of Record relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions herein.

Where a shop drawing or sample is required by the specifications, any related work performed prior to Engineer of Record's review and approval of the pertinent submission shall be at the sole expense and responsibility of the Contractor.

34. DETAIL DRAWINGS AND INSTRUCTIONS

The Engineer of Record will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if, in the Engineer of Record's opinion, such are required for the proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

THE CONTRACTOR AND HIS EMPLOYEES

35. CONTRACTOR, AN INDEPENDENT AGENT

The Contractor shall independently perform all work under this Contract and shall not be considered as an agent of the Owner or of the Engineer and/ or Engineer of Record, nor shall the Contractor's Subcontractors or employees be subagents of the Owner or of the Engineer and/ or Engineer of Record.

35. (a) ASSIGNMENT OF CONTRACT

Assignment of any part or the whole of this Contract shall be subject to review and approval of the City Commission.

36. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the Contractor shall submit to the Engineer the names of all Subcontractors proposed for the work, including the names of any Subcontractors that were submitted with the Proposal. The Contractor shall not employ any subcontractors to which the Owner may object to as lacking capability to properly perform work of the type and scope anticipated.

The Contractor is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or Engineer and/ or Engineer of Record.

37. INSURANCE AND LIABILITY

A. GENERAL

The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

Before commencing work under this Contract, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount and class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"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. WORKER'S COMPENSATION AND EMPLOYER' 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 Worker'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, the Engineer and Engineer of Record, their officers, agents, and employees shall be named as Additional Insured 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, the Engineer and Engineer of Record, their officers, agents, and employees shall be named as additional insured 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 Engineer of Record, the Owner, the Contractor, and their respective officers, agents, employees and subcontractors.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

38. INDEMNITY

To the maximum extent permitted by law, the Contractor shall indemnify and defend the Owner, the Engineer of Record and the Engineer, and their officers, employees, agents, and sub consultants, from all claims and losses, including attorney's fees and litigation costs arising out of property losses or health, safety, personal injury, or death claims by the Contractor, its subcontractors of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the Owner, the Engineer of Record or Engineer, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the Owner, the Engineer of Record or the Engineer and regardless of whether or not the Contractor is or can be named a party in a litigation. Nothing herein is intended to waive the sovereign immunity afforded to City pursuant to Florida Law, including section 768.28, Florida Statutes.

39. EXCLUSION OF CONTRACTOR CLAIMS

In performing its obligations, the Engineer or the Engineer of Record and its consultants may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the Engineer or Engineer of Record, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed.

40. TAXES AND CHARGES

The Contractor shall withhold and pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

41. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their provisions throughout the performance of the Contract.

42. CODES, ORDINANCES, PERMITS AND LICENSES

The Contractor shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said codes and ordinances, laws, and regulations, and protect and indemnify the Owner, the Engineer, The Engineer of Record and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

43. SUPERINTENDENCE

The Contractor shall keep at the project site, competent supervisory personnel. The Contractor shall designate, in

writing, before starting work, a project superintendent who shall be an employee of the Contractor and shall have complete authority to represent and to act for the Contractor. Engineer shall be notified in writing prior to any change in superintendent assignment. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that the Engineer or Engineer of Record, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, procedures, or for providing adequate safety precautions in connection with the work under Contract. Contractor shall provide PDF copies of the contractor's daily reports and Quality Control Reports with each pay application monthly.

44. RECEPTION OF ENGINEER'S COMMUNICATIONS

The superintendent shall receive for the Contractor all communications from the Engineer. Communications of major 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.

45. 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.

46. 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.

47. 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.

48. 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.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

49. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed (including Owner-furnished equipment) in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and Subcontractors of the provisions of this Article.

50. SUBSTITUTION OF MATERIALS

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The Contractor may, in such cases, submit complete data to the Engineer of Record for consideration of another material, type, or process which shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Engineer of Record will be the sole judge of the substituted article or material.

51. TESTS, SAMPLES, AND OBSERVATIONS

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer or his representative. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Owner, Engineer, Engineer of Record and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for observations, including maintenance of temporary and permanent access.

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the Contractor shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Engineer or his representative, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the Contractor shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the Contractor.

52. ROYALTIES AND PATENTS

The Contractor shall pay all royalty and licenses fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner, the Engineer of Record and the Engineer harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

53. 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.

54. 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, the Engineer of Record 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

55. 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.

56. 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.

57. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the progress schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall give timely notice to the Engineer to allow satisfactory arrangements to be made for observing the work in progress.

58. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work completed under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work but will make such deductions in the final payment therefore as may be just and reasonable.

59. OWNER'S RIGHT TO DO WORK

Should the Contractor neglect to prosecute the work in conformance with the Contract Documents or neglect or refuse at his own cost to remove and replace work rejected by the Engineer, then the Owner may notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under Contract, or otherwise, take over that portion of the work which has been improperly or non timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

60. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the Contractor should abandon the work or if he should persistently or repeatedly refuse or should fail to make prompt payment to Subcontractors for material or labor, or to persistently disregard laws, ordinances, or to prosecute the work in conformance with the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and Surety 10 days' written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ by Contract or otherwise, any qualified person or persons to finish the work and provide the materials therefor, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

If, after the furnishing of said written notice to the Surety, the Contractor and the Surety still fail to make reasonable progress on the performance of the work, the Owner may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient and charge the cost thereof to the Contractor and the Surety. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor and the Surety shall pay the difference to the Owner.

61. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner, the Engineer of Record or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the Contractor, within 48 hours of the start of the occurrence, gives written notice to the Owner of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the Contractor gives written notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the 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, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits 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.

62. 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 and the Engineer of Record 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 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.

63. 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 Proposal. 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.

64. 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.

If any part of the work under this Contract depends for proper execution or results upon the work of any other Contractor, utility service company or Owner, the Contractor shall inspect and promptly report to the Engineer in writing any patent or apparent defects to deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute acceptance of the work by others as being fit and

proper for integration with work under this Contract, except for latent or non apparent defects and deficiencies in the work.

65. USE OF PREMISES

The Contractor shall confine his equipment, the storage of materials and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work which may be required outside the limits of the Owner's property and shall furnish the Engineer copies of permits and agreements for use of the property outside that provided by the Owner.

The Contractor shall not load nor permit any part of the structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

66. SUBSTANTIAL COMPLETION DATE

The Engineer may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under DEFINITIONS of these General Conditions.

67. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Engineer. Schedule such testing with the Engineer at least one week in advance of the planned date for testing.

68. OWNER'S USE OF PORTIONS OF THE WORK

Following issuance of the written notice of Substantial Completion, the Owner may initiate operation of the facility. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

69. CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings.

70. CLEANING UP

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from his operations. Cleaning up shall be performed daily.

PAYMENT

71. PAYMENT FOR CHANGE ORDERS

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the

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 15% for the Contractor (approved Subcontractor 10%) actually executing the Cost Reimbursement work.

An additional fixed fee shall be 05% and 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 a Subcontractor of a Subcontractor, unless by written permission from the Owner.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The Contractor's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The Contractor shall furnish the Engineer report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the Contractor or his authorized agent.

The Owner reserves the right to furnish such materials and equipment as he deems expedient and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the Contractor shall submit to the Engineer, detailed and complete documented verification of the Contractor's and any of his Subcontractors' actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

72. PARTIAL PAYMENTS

A. GENERAL

Nothing in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as a basis for computing the amounts of the partial payments.

B. ESTIMATE

At least 30 days before each progress payment falls due, as specified in the Supplementary Conditions, 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 suitable stored and protected prior to incorporation into the work.

Engineer will, within 7 days after receipt of each request for payment, either indicate in writing a recommendation of

payment and present the request to Owner, or return the request to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may, within 7 days, make the necessary corrections and resubmit the request.

Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such an extent as may be necessary in Engineer's opinion to protect the Owner from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement;
2. Written claims have been made against Owner or Liens have been filed in connection with the work;
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 will 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 received 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.

73. 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 the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional time or compensation. Such notice by the Contractor, and fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

No extension of time will be granted to the Contractor for delays resulting from extra work that have no measurable impact on the completion of the total Work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the work for which the Contractor bases his claim. Failure to make the claim for additional compensation in the manner and within the time specified above shall constitute waiver of that claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article PAYMENT FOR CHANGE ORDERS.

74. RELEASE OF LIENS OR CLAIMS (Notice to Owners)

The Contractor shall indemnify and hold harmless the Owner from all claims for labor and materials furnished under this Contract. Prior to the final payment, the Contractor shall furnish to the Owner, as part of his final payment request, a certification that all of the Contractor's obligations on the project have been satisfied and that all monetary claims and indebtedness have been paid. The Contractor shall furnish complete and legal effective releases or waivers, satisfactory to the Owner, of all liens and notice to owners arising out of or filed in connection with the work.

75. FINAL PAYMENT

Upon completion of all the work under this Contract, the Contractor shall notify the Engineer, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

76. NO WAIVER OF RIGHTS

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or

Engineer, nor any extension of time, nor any possession taken by the owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under the warranty.

77. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall release the Owner, The Engineer of Record and the Engineer, as representatives of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provided.

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "CONSTRUCTION ENGINEER"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the Construction Engineer or City of Key West authorized representatives.

ARTICLE 13 "OWNER"

Add the following:

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 3126 Flagler Avenue, Key West, Florida 33040.

ARTICLE 15 "SPECIFICATIONS"

Add the following:

FEDERAL, STATE, COUNTY, AND LOCAL STANDARD SPECIFICATIONS

Where portions of the work traverse or cross federal, state, county, or local highways, roads, or streets, and the agency in control of such property has established standard specifications governing items of work that differ from these Specifications, the most stringent requirements shall apply. The Contractor shall comply with all regulations and requirements of the State Highway Department and the County Road Department wherever the work traverses or crosses state or county highways.

ARTICLE 26 "AUDITS"

Delete article "AUDITS" in its entirety from this contract.

ARTICLE 27 "OWNER FORCE ACCOUNT / COST EFFECTIVE JUSTIFICATION"

Delete article "OWNER FORCE ACCOUNT / COST EFFECTIVE JUSTIFICATION" in its entirety from this contract.

ARTICLE 32 "LINES AND GRADES"

Add the following:

It will be the Contractor's responsibility to layout the work and to transfer elevations from benchmarks. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities.

The Contractor shall furnish all surveys, labor, and equipment, including setting all alignment and gradient, grade stakes, batter boards, and everything necessary to lay out his work. The Contractor shall be responsible for maintaining and re-establishing at his expense, all control points. After completion of his construction, he shall reset all permanent monuments at their original locations and elevations.

The Engineer and/or Engineer of Record may check all layout work, and the Contractor shall furnish all necessary labor, equipment, and materials, and shall cooperate and assist the Engineer and/ or Engineer of Record in making such checks.

The dimensions for lines and elevations for grades of the structures, appurtenances, and utilities will be shown on Drawings, together with other pertinent information required for laying out the work. If site conditions vary from those indicated, the Contractor shall notify the Engineer immediately, who will make any minor adjustment as required. If major changes are required, the contractor shall notify the Engineer which in turn shall notify the Engineer of Record who will make any adjustments as required in the contract drawings.

ARTICLE 37 "INSURANCE/ INDEMNIFICATION"

Before commencing work as specified in the contract Contractor shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Contractor and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the Contractor.

Contractor shall maintain limits no less than those stated below:

- A. **Worker's Compensation** – Statutory – in compliance with the Workers' Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of \$1,000,000 each accident.
- B. **Commercial General Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars with an annual aggregate of no less than Two Million (\$2,000,000.00) Dollars. Evidence of any and all pending claims which may exhaust the aggregate may be requested.
- C. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles

- Hired automobiles
- Non-owned automobiles

Location of operation shall be "All Locations."

D. **Excess/Umbrella Liability** shall have a minimum limit of Two Million (\$2,000,000.00) per occurrence with an annual aggregate of Two Million (\$2,000,000.00.) This coverage is to be following form and include the Commercial General Liability and Automobile Liability Policies.

E. All insurance required by this contract shall include a waiver of subrogation as to the Owner, Consultant, Contractor and their respective officers, agents, employees and sub-contractors.

F. WAIVER OF SUBROGATION

All insurance required by this contract shall include a "waiver of subrogation" provision whereas the Contractor's and subcontractor's insurer waives any claim against the City of Key West, the Engineer, and their respective officers, agents, and employees.

G. SCOPE OF INSURANCE AND SPECIAL HAZARDS

The insurance required under Paragraphs A, B, C, D and E hereof is a minimum to provide adequate protection for the Contractor, respectively, against damage claims which may arise from operations under this contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the entity's operation under this contract. The insurance required herein and approval of Contractor's insurance by the City of Key West shall not relieve or decrease the liability of the Contractor hereunder.

H. CERTIFICATES OF INSURANCE

Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk and Risk Management evidencing the minimum limits of insurance cited above. All policies shall provide they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, the Contractor shall immediately notify the City of any cancellation of such insurance.

I. INDEMNIFICATION AGREEMENT

The following **Indemnification Agreement** shall be made a provision of the contract:

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited

to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

J. SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida. If requested, Contractor shall Provide Proof of Florida Licensure for all insurance companies. The Engineer's Firm and the Engineer of Record's Firm shall be named along with the City of Key West shall be named as Additional Insured on the insurance certificates

Sec. 2-799. Requirements For City Contractors to Provide Equal Benefits For Domestic Partners.

(a) Definitions. For purposes of this section only, the following definitions shall apply:

(1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.

(2) *Bid* shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.

(3) *Cash equivalent* means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalent of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
- c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

(4) *Contract* means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

(5) *Contractor* means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.

(6) *Covered contract* means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).

(7) *Domestic partner* shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than

those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

(8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

(1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

(2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.

(3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.

(4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.

(5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.

(6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

(7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

(1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.

(2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.

(3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.

(4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

(1) The failure to comply may be deemed to be a material breach of the covered contract; or

(2) The city may terminate the covered contract; or

(3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or

(4) The city may also pursue any and all other remedies at law or in equity for any breach;

(5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

(1) The contractor does not provide benefits to employees' spouses.

(2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

(3) The contractor is a governmental entity.

(4) The sale or lease of city property.

(5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

(6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

- a. The covered contract is necessary to respond to an emergency.
- b. Where only one bid response is received.
- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

ARTICLE 38 "INDEMNITY"

Add the following:

The obligation of the Contractor under this Article shall be limited to the contractual liability as specified in the Supplementary Conditions, Article INSURANCE / INDEMNIFICATION.

ARTICLE 42 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

A. PERMIT FOR WORK WITHIN THE FEDERAL, COUNTY, AND/OR STATE RIGHTS-OF-WAY

The Owner will obtain from the county and/or state the necessary permit for work within the rights-of-way. A copy of the permit is available at the office of the Owner. The Contractor shall abide by all regulations and conditions stipulated in the permits, and such conditions and requirements are hereby made a part of these Supplementary Conditions, as fully and completely as though the same were fully set forth herein. The Contractor shall examine the permits granted to the Owner, by the county and/or state. Failure to do so will not relieve the Contractor from compliance with the requirements stated therein.

The Contractor shall prepare, submit, and have approved at his expense traffic maintenance plans required by federal, state, county, and local agencies having jurisdiction.

B. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY

The Contractor shall obtain from the City of Key West the necessary permits for work within the rights-of-way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic.

C. NOISE ORDINANCE

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday. No work should be performed during weekends or City Holidays, State Holidays and National Holidays. Any construction operations outside these hours and these days will require a variance from the City of Key West Commission.

D. "LICENSES"

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

- A. Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.
- B. 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.
- C. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:
 - 1) City of Key West Tax License Receipt;
 - 2) A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida
 - 3) A valid occupational license issued by the City of Key West, Florida.

F. WORK DURING HOLIDAYS

There shall be no work during City Holidays, State Holidays and National Holidays. Any construction operations during these days shall be approved by the City of Key West.

ARTICLE 45 "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 46 "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 against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

ARTICLE 60 "OWNERS RIGHT TO TRANSFER EMPLOYMENT"

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- A. Owner shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for convenience, the Contractor's recovery against the Owner shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- B. The Owner shall have the right to suspend all or any portions of the Work upon giving the Contractor prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor shall be entitled to reasonable costs, expenses and time extension associated with the suspension.

ARTICLE 63 "LIQUIDATED DAMAGES"

Delete Article "LIQUIDATED DAMAGES" in its entirety and substitute the following:
LIQUIDATED DAMAGES

Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the Contract Documents 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 project outlined in Contract Documents remains uncompleted after the completion date. Liquidated damages shall be assessed. 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 Proposal. 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.

ARTICLE 72 "PARTIAL PAYMENTS"

Delete the first paragraph of Article "PARTIAL PAYMENTS" 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.

ARTICLE 72 "PARTIAL PAYMENTS"

Add the following:

Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

ARTICLE 72 "PARTIAL PAYMENTS"

Delete Subarticle C "DEDUCTION FROM ESTIMATE" in its entirety and substitute the following:

DEDUCTION FROM ESTIMATE

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.

ARTICLE 72 "PARTIAL PAYMENT"

Delete Subarticle E "PAYMENT" in its entirety and substitute the following:

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 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

ARTICLE 75 "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 accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the Engineer as-built drawings of his construction. Upon receipt of a request for final payment and the as-built drawings the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

ARTICLE 75 "FINAL PAYMENT"

Add the following;

A. Acceptance and Final Payment.

Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance and subject to the terms of the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and

payments in the final estimate and payment. The OWNER will pay the estimate, less any sums that the OWNER may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (8) below.

- 1 The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the OWNER, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the OWNER, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the OWNER. To receive payment based on a FINAL PAYMENT CERTIFICATE, The Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE, and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final PAYMENT of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.
- 2 The Contractor has properly maintained the project, as specified hereinbefore.
- 3 The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in 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.

PART 4

SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

**SECTION 01001
GENERAL REQUIREMENTS**

1. PROJECT DESCRIPTION

1.1 GENERAL

- 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 FDOT SPECIFICATIONS

- A. Portions of The Florida Department of Transportation Standard Specifications for Road and Bridge Construction and their Roadway and Traffic Design Standards, hereinafter referred to as the DOT Specifications, are referred to herein and amended, in part, and the same are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein. Such reference shall mean the current edition, including all supplements. In case of a conflict in the requirements of the DOT Specifications and the requirements stated herein, the requirements herein shall prevail.

2. SEQUENCE OF OPERATIONS

2.1 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 unit 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 CPM schedule activity numbers
 - 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.

2.2 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. No work will be allowed for intersections (TBD) on days corresponding to the events and schedule listed below. All material and equipment shall be totally off all streets by 5:00 P.M. the day before these dates:

No work shall be allowed to interfere on Roads and Streets with the city precincts open on election days.

MONROE COUNTY PRECINCTS (as of February 2006)

- Prec. #1 Jaycee Clubhouse, 3825 Flagler Avenue, Key West
- Prec. #2 Teen Center, 3465 S. Roosevelt Blvd., Key West
- Prec. #3 Indigenous Park, 1801 White St. Key West
- Prec. #4 Martin Luther King Community Pool, 300 Catherine St., Key West
- Prec. #5 Old City Hall, 510 Greene Street, Key West
- Prec. #6 St. Mary's Convent, 724 Truman Avenue, Key West
- Prec. #7 Moose Club, 700 Eisenhower Drive, Key West
- Prec. #8 Glad Tiding Tabernacle Assembly of God 1209 United St (Georgia St Entrance)
Key West
- Prec. #9 Senior Citizens Plaza Auditorium (Rear Entrance), 1400 Kennedy Dr., Key West
- Prec. #10 Church of Jesus Christ of Latter Day Saints, 3424 Northside Dr., Key West

2.3 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.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.

2.4 WORK TO BE PERFORMED BY OTHERS

- A. During the construction period for this project, the Owner (either with his own forces or under a separate contract) may be performing work that may require the cooperation of the Contractors in scheduling and coordination to avoid conflicts.
- B. If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.
- C. All Contractors working on this site are subject to this requirement for cooperation, and all shall abide by the Engineer's decision in resolving project coordination problems without additional cost to the Owner.

3. SITE CONDITIONS

3.1 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. The Contractor further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the Owner or included in these Documents. Failure by the Contractor to become acquainted with the physical conditions of the site and all available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data, the contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Owner.
- D. The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

3.2 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.

3.3 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.

3.4 UTILITIES

- A. During excavation the Contractor shall be responsible for determining, at his cost, the locations of all known utilities in the project area.

3.5 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operations could cause damage or inconvenience to, telegraph, 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 bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- F. In the event the Contractor encounters water service lines that interfere with trenching, he may, by obtaining prior approval of the property owner, Water Department, or Fire