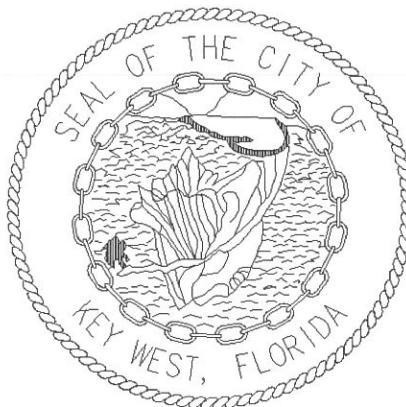


# CONTRACT DOCUMENTS FOR:



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ITB # 20-001

## **RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY DEEP WELL INJECTION PUMP AND HVAC**

January 2020

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MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREG DAVILA

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARY LOU HOOVER

PREPARED BY:  
City of Key West  
Utilities Department

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

For

**RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY  
DEEP WELL INJECTION PUMP AND HVAC**

\*\*\*\*

CONSISTING OF:  
BID REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
GENERAL REQUIREMENTS  
DRAWINGS

\*\*\*\*\*

KEY WEST, FLORIDA

January 2020

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**PART 1**

**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB #20-001 RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY DEEP WELL INJECTION PUMP AND HVAC, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on **February 26<sup>th</sup>, 2020** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB #20-001 RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY DEEP WELL INJECTION PUMP AND HVAC” addressed and delivered to the City Clerk at the address noted above.**

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following:

Upgrading the existing effluent pumping system and installing new HVAC system in the existing electrical room and the associated supporting infrastructure.

The Work shall be performed at the Richard A. Heyman Environmental Protection Facility (RAHEPF) on Fleming Key.

The Work to be performed under these Contract Documents is generally described as follows:

- A. Installation of new Wilo effluent pump and VFD (to be provided by CITY) for deep well injection including associated piping and valves.
- B. Installation of HVAC system to cool electrical room.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

A mandatory Pre - Bid meeting will be held on **February 4<sup>th</sup>, 2020** at 10:00 A.M. at the Richard A. Heyman Environmental Protection Facility conference room at 100 Fleming Key Road, Key West, Florida.

**All persons who wish to attend the pre-bid meeting are required to obtain a day pass from NASKW Commercial/Truck Gate, on the morning of the pre-bid meeting.**

**Please provide your name, email address, company information, including address and phone number, to John Paul Castro, [jcastro@cityofkeywest-fl.gov](mailto:jcastro@cityofkeywest-fl.gov), before January 28<sup>th</sup>, 2020 (at least one week prior the pre-bid meeting). An invitation to obtain your access pass will be emailed. Please print a copy of this email invitation and bring it with you to the Commercial Gate, to be received for security screening.**

**On the morning of the pre-bid meeting, attendees shall go to the Commercial Gate to obtain your access pass. (Please remember to bring your printed paper copy of the emailed invitation.) Commercial Gate (NAS Truck Entrance) is located at mile marker 9.5 Overseas Highway 1, A1A, on Rockland Key. A vehicle inspection will be required before the day pass will be issued. No fire arms are allowed. Commercial Gate hours of operation are 7:00 a.m. to 10:00 a.m., Monday through Friday.**

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

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

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid 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.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

**Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to John Paul Castro, Director of Utilities, at [jcastro@cityofkeywest-fl.gov](mailto:jcastro@cityofkeywest-fl.gov) by February 19<sup>th</sup>, 2020.**

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of

circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

#### B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### 2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

### 4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions



and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

**The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.**

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the

signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

- Anti-Kickback Affidavit
- Non-Collusion Affidavit
- Public Entity Crimes Form
- Indemnification Form
- City of Key West Business License Tax Receipt
- Local Vendors Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package. File name shall include company name.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one

conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within 90 calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will not exceed **210** calendar days.

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

### PROPOSAL FORM

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **RICHARD A. HEYMAN ENVIRONMENTAL  
PROTECTION FACILITY DEEP WELL INJECTION  
PUMP AND HVAC  
ITB#20-001**

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

Company Name: Douglas N. Higgins, Inc.  
Contact Name & Telephone #: Daniel N. Higgins 734-996-9500  
Email Address: danhiggins@dnhiggins.com

#### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

#### CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

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 and to complete the project, in all respects within 210 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

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

          ,           ,           ,           ,           ,           ,           ,           ,           ,           ,             
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

**RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY DEEP WELL INJECTION PUMP AND HVAC:**

LUMP SUM RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY  
INSTALLATION OF DEEP WELL INJECTION PUMP, VFD AND ALL ASSOCIATED  
APPURTENANCES:

\$ 545,400.00

In Words:

Five Hundred Forty Five Thousand Four Hundred Dollars & Zero Cents

LUMP SUM RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY  
INSTALLATION OF HVAC SYSTEM:

\$ 281,600.00

In Words:

Two Hundred Eighty One Thousand Six Hundred Dollars & Zero Cents

TOTAL LUMP SUM RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY  
INSTALLATION OF DEEP WELL INJECTION PUMP AND HVAC:

\$ 827,000.00

In Words:

Eight Hundred Twenty Seven Thousand Dollars & Zero Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

<u>Mod/Demob</u>	<u>55,000<sup>00</sup></u>	<u>HVAC</u>	<u>281,600.00</u>
<u>Bond/Ins</u>	<u>14,000<sup>00</sup></u>	<u>Startup</u>	<u>5,100<sup>00</sup></u>
<u>G C's</u>	<u>52,000<sup>00</sup></u>	<u>As Builts</u>	<u>2,000<sup>00</sup></u>
<u>Mechanica/pump Install 120,000<sup>00</sup></u>			
<u>Pipe + Valves 118,300<sup>00</sup></u>			
<u>Electrical 209,000<sup>00</sup></u>			



SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the Contract:

Nearshore Electric, Inc  
Name

5680 1st Ave, Key West, FL, 33040  
Street City State Zip

T.E.M. Environmental Mechanical, Key West, FL, 33040  
Name Street City State Zip

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

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

SURETY

Hartford Accident and Indemnity Company whose address is

One Hartford Plaza, T-1, Hartford, CT 06155  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Douglas N. Higgins, Inc. doing business at

3390 Travis Pointe Road, Suite A Ann Arbor, MI 48108  
Street City State Zip

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

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

Douglas N, Higgins - President, Daniel N. Higgins, Kelly Wilkie, David Wilkie- Vice-President

Kelly Wilkie, Tamara Ludwig, David Wilkie-Secretary, Kelly Wilkie-Treasurer

\_\_\_\_\_  
\_\_\_\_\_

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
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 26th day of February 2020.

(SEAL)

Douglas N. Higgins, Inc.  
Name of Corporation

By Kellya Wilkie  
Title Vice-President  
Attest [Signature]

Sworn and subscribed before this 26th day of February, 2020

[Signature]  
NOTARY PUBLIC, State of Michigan, at Large

My Commission Expires: 05/20/2024

DAVID J. WILKIE  
Notary Public, Michigan  
County of Washtenaw  
My Comm. Expires 05/20/2024

\*\*\*\*\*

EXPERIENCE OF BIDDER

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

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

See attached list.

\_\_\_\_\_

\_\_\_\_\_

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> City of Naples - WWTP Filter Rehab. Job No. 862-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Naples - Public Utilities 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. 239-213-4762</p> <p><b>Engineer - Address - Phone:</b> Aqua-Aerobic Systems, Inc.</p> <p><b>Contract Date:</b> February 6, 2013 <b>Final Contract Amount:</b> \$454,916.00 <b>Completion Date:</b> August 22, 2013</p> <p><b>Project Description:</b> This project was comprised of the complete rehabilitation of two (2) 90' x 16' automatic backwash filters, including removal and replacement of all existing media, porous plates, caulking and retaining angles. Also included was removal and replacement of the filter bridge rails and UHMW backwash shoe on each system. Some incidental concrete patching was performed, as well as full startup and performance testing.</p>	<p><b>Project Name:</b> NCWRF Filter Set 1 Rehabilitation Job No. 857-12</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372</p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p><b>Contract Date:</b> June 26, 2012 <b>Final Contract Amount:</b> \$1,455,517.97 <b>Completion Date:</b> June 26, 2013</p> <p><b>Project Description:</b> Complete Removal of four sand bed automatic backwash filter systems. Structural improvements to load bearing concrete walls, resurfacing of interior filter walls, and installation of four new automatic backwash filter systems including underdrains, media, and mechanical equipment.</p>
<p><b>Project Name:</b> Southwest Florida International Airport Midfield Terminal Apron Expansion &amp; Taxiway Job No. 995-12</p> <p><b>Owner - Address - Project Manager - Phone:</b> Lee County Port Authority c/o Manhattan Construction (Florida), Inc. 3705-1 Westview Dr. Naples, FL 34104 Hector Yanez, Project Mgr. 239-643-6000</p> <p><b>Engineer - Address - Phone:</b> AECOM Transportation 4415 Metro Pkwy., Ste. 404 Fort Myers, FL 33916 Jared Brown 239-278-7996</p> <p><b>Contract Date:</b> June 25, 2012 <b>Final Contract Amount:</b> \$2,732,733.48 <b>Completion Date:</b> February 11, 2014</p> <p><b>Project Description:</b> Construction of storm water infrastructure improvements within the SW Fla. International Airport newly expanded taxiway and terminal areas. Work consisted of installing cast-in-place and precast storm structures, approximately 5700 LF of RCP ranging in size from 30" to 72"x 113" (2200 LF of which is large diameter), and implements dewatering systems to enable construction of work in dry soil conditions.</p>	<p><b>Project Name:</b> MPS 318 - Right-of-Way Taking Job No. 918-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372</p> <p><b>Engineer - Address - Phone:</b> Johnson Engineering 2350 Stanford Ct. Naples, FL 34112 (239) 434-0333 Jared Brown</p> <p><b>Contract Date:</b> September 9, 2013 <b>Final Contract Amount:</b> \$182,818.23 <b>Completion Date:</b> May 6, 2014</p> <p><b>Project Description:</b> Demolition of Retaining walls, fence, and other site imp. Reconstruction of the demolished improvements. Rehab. Of pump station, replace ductile iron pipe with HDPE, abandoning the valve vaults &amp; reconfigure the meter/bypass assembly. Landscape &amp; irrigation replacement.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> SCWRF Odor Control Blowdown Disposal Job No. 750-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-5344 Alicia Abbott, PM <a href="mailto:AliciaAbbott@colliergov.net">AliciaAbbott@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> CPH Corp. 5601 Mariner St, Ste. 240 Tampa, FL 33609 (813) 288-0433 W. Wade Wood, P.E.</p> <p><b>Contract Date:</b> November 14, 2013 <b>Final Contract Amount:</b> \$352,625.51 <b>Completion Date:</b> August 14, 2014</p> <p><b>Project Description:</b> Install new duplex pump station including an 8x10 precast wetwell, 2-3hp submersible pumps, control panel, electromagnetic flow meter, ph meter &amp; PLC to provide ph control of effluent. 200 ft of 3" force main was installed to route pump station discharge to the deep injection well. a bypass to the sanitary sewer system is provided as an alternate discharge location.</p>	<p><b>Project Name:</b> ARV Replacement Program - Phase II Job No. 890-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-4233 Corrine Trtan, Project Manager <a href="mailto:CorrineTrtan@colliergov.net">CorrineTrtan@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> AECOM 4415 Metro Pkwy., Ste. 404 Ft. Myers, FL 33916 (239) 278-7996 Dustin Chisum, EI</p> <p><b>Contract Date:</b> June 25, 2013 <b>Final Contract Amount:</b> \$322,790.00 <b>Completion Date:</b> August 14, 2014</p> <p><b>Project Description:</b> Remove &amp; replace over a hundred air release valves on various existing force main lines. Most of the replacements increased the size of the air release valve from a two to a three inch.</p>
<p><b>Project Name:</b> Swallow Ave. Drainage - Phase II Job No. 940-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Dr. Marco Island, FL 34145 Timothy Pinter, P.E. (239) 389-5018 <a href="mailto:Tpinter@cityofmarcoisland.com">Tpinter@cityofmarcoisland.com</a></p> <p><b>Engineer - Address - Phone:</b> AEC of Marco Island, Inc. 573 Bald Eagle Dr. Marco Island, FL 34145 (239) 394-1697</p> <p><b>Contract Date:</b> June 10, 2014 <b>Final Contract Amount:</b> \$541,087.00 <b>Completion Date:</b> September 27, 2014</p> <p><b>Project Description:</b> Install of 2 large structures and large diameter storm drain pipe systems from an existing outfall. Approximately 505 LF of reinforced concrete pipe and 820 LF of smooth wall HDPE pipe. Misc. storm drain inlets and minor utility work and swale grading (approx. 400 LF). Sod replacement and misc. restoration</p>	<p><b>Project Name:</b> J &amp; C Blvd Roadway Improvements Job No. 940-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Transportation Eng. Dept. 2885 South Horseshoe Dr. Naples, FL 34104 Julio Ordenez (239) 252-5762 <a href="mailto:julioordenez@colliergov.net">julioordenez@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Agnoli, Barber and Brundage, Inc. 7400 Trail Blvd. #200 Naples, FL 34108 Edward F. Tryka III, P.E. (239) 597-3111</p> <p><b>Contract Date:</b> February 11, 2014 <b>Final Contract Amount:</b> \$1,460,479.30 <b>Completion Date:</b> September 30, 2014</p> <p><b>Project Description:</b> Project consisted of drainage improvements, excavating existing CMP and replacing with 5,080 ft of new RCP Pipe. Extensive swale grading and the addition of 129 Catch Basin structures, in addition the road was widened in both directions ranging in 2-4 ft then finished with a 1" overlay with new signage and striping, replaced driveways and sod.</p>
<p><b>Project Name:</b> SCWRF Proposed 30" &amp; 24" Force Main Phase I and MPS 306 Force Main Phase III Job No. 745-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372 <a href="mailto:WayneKarlovich@colliergov.net">WayneKarlovich@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E. (239) 252-2000</p> <p><b>Contract Date:</b> June 13, 2014 <b>Final Contract Amount:</b> \$410,877.33 <b>Completion Date:</b> November 26, 2014</p> <p><b>Project Description:</b> Install one (1) 30" diameter HDPE x 400' horizontal directional drill force main and one (1) 30" diameter HDPE x 600' horizontal directional drill with 200' of ductile iron force main. Includes all valves, appurtenances and restoration</p>	<p><b>Project Name:</b> Golden Gate City Stormwater Drainage Improvements Job No. 795-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Growth Mgmt. Div. 2885 S. Horseshoe Dr. Naples, FL 34104 Tad Pluc, Inspector (239) 252-5799 <a href="mailto:TadPluc@colliergov.net">TadPluc@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates 3800 Via Del Rey Bonita Springs, FL 34134 Brent Addison, P.E. (239) 947-1144</p> <p><b>Contract Date:</b> October 28, 2014 <b>Final Contract Amount:</b> \$525,316.23 <b>Completion Date:</b> March 11, 2015</p> <p><b>Project Description:</b> Drainage and Sidewalk Improvements - Remove and replace existing drainage structures and culverts; install new drainage structures and culverts in driveways, pavement and sidewalk patching, swale regrading and misc. site restoration</p>

Project Name: Tamiami Trail  
Job No. 890-13  
Final Contract Amount: \$174,000.00  
Completion Date: July 2, 2013

Contract Date:  
Final Contract Amount:

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Royal Harbor Water System Improvements - Phase I Job No. 800-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102 Allyson Holland, Deputy Director (239) 213-4713 <a href="mailto:AMHolland@naplesgov.com">AMHolland@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b> Tetra Tech, Inc. 10600 Chevrolet Way, Ste. 300 Estero, FL 33928 Brett Messner, P.E. (239) 390-1467</p> <p><b>Contract Date:</b> May 21, 2014 <b>Final Contract Amount:</b> \$2,072,961.00 <b>Completion Date:</b> March 27, 2015</p> <p><b>Project Description:</b> Replace 14,700 LF of asbestos cement water mains with 4 inch and 8 inch PVC water main, (2) 10 inch HDPE directional drills underneath the intercoastal canal to "loop" the system. Installation of 950 LF of 4 inch PVC force main to replace deteriorating discharge force main from the City's Lift Station and approx. 290 LF of 12 inch corrugated PVC storm drain piping.</p>	<p><b>Project Name:</b> Everglades City Water System Upgrade Phase II Job No. 825-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Everglades City 102 Copeland Ave. Everglades City, FL 34139 Mayor Sammy Hamilton, Jr. (239) 695-3781 <a href="mailto:mayorhamilton@aol.com">mayorhamilton@aol.com</a></p> <p><b>Engineer - Address - Phone:</b> American Engineering Consultants 573 Bald Eagle Dr. Marco Island, FL 34145 Rony Joel, P.E. (239) 394-1697</p> <p><b>Contract Date:</b> May 28, 2013 <b>Final Contract Amount:</b> \$2,534,189.05 <b>Completion Date:</b> January 14, 2015</p> <p><b>Project Description:</b> Installation of a new membrane filtration system housed in a new structure, upgraded transfer pumps, chemical systems, standby generator and associated instrumentation and electrical supply. Installed a new force main to the Copeland Lift Station; upgraded the Carnestown &amp; Copeland Lift Stations; upgraded water pumps &amp; replaced existing PS roof at booster station.</p>
<p><b>Project Name:</b> Livingston Road IQ Water ASR System Well Below the USDW - Phase 2 Job No. 1000-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Zamira DelToro, PM (239) 252-6279 <a href="mailto:Zamiradeltoro@colliergov.net">Zamiradeltoro@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> CDM Smith 2180 W. First St., Ste. 400 Ft. Myers, FL 33901 Jason Sciandra, P.E. (239) 938-9600</p> <p><b>Contract Date:</b> December 11, 2013 <b>Final Contract Amount:</b> \$2,551,180.45 <b>Completion Date:</b> January 30, 2015</p> <p><b>Project Description:</b> Drilling &amp; testing of new Class V Group Three ASR injection well system, designated ASR-2. Construction of ASR Pipeline. Installation of above ground mechanical piping and valves, electrical equipment and control equipment removed to provide space for the required well drill equip. Perform all associated misc. work, restoration and cleanup.</p>	<p><b>Project Name:</b> WTP Hand/Guardrail Replacement Job No. 730-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102 David Graff, PM 239-213-4716 <a href="mailto:dgraff@naplesgov.com">dgraff@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b> City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102 David Graff, PM 239-213-4716</p> <p><b>Contract Date:</b> October 29, 2014 <b>Final Contract Amount:</b> \$64,729.00 <b>Completion Date:</b> February 4, 2015</p> <p><b>Project Description:</b> Removal of sub-standard Hand/Guardrail Systems in three areas of the Water Treatment Plant with new aluminium Hand/Guardrail Systems meeting OSHA Standards</p>
<p><b>Project Name:</b> Hitching Post Force Main Improvements Job No. 1425-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Suite 303 Naples, FL 34112 Gary Butler, SPM <a href="mailto:garybutler@colliergov.net">garybutler@colliergov.net</a> (239) 252-5377</p> <p><b>Engineer - Address - Phone:</b> Johnson Engineering, Inc. 2122 Johnson St., P.O. Box 1550 Fort Myers, FL 33902 Michael Dickey, P.E. <a href="mailto:msd@johnsoneng.com">msd@johnsoneng.com</a> (239) 461-2455</p> <p><b>Contract Date:</b> March 31, 2015 <b>Final Contract Amount:</b> \$174,913.00 <b>Completion Date:</b> July 1, 2015</p> <p><b>Project Description:</b> Install 8 inch Wastewater Forcemain Pipelines, Valves, Air Release Valves and connect to existing system, jack and bore crossings, backfill, bedding, flowable fill, pavement and restoration, flushing &amp; pressure testing. County supplied material.</p>	<p><b>Project Name:</b> Vanderbilt Beach Rd. &amp; Southbay Dr. Water Main Relocation Job No. 980-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Suite 303 Naples, FL 34112 Diana Dueri, PMP <a href="mailto:dianadueri@colliergov.net">dianadueri@colliergov.net</a> (239) 252-3989</p> <p><b>Engineer - Address - Phone:</b> Agnoli, Barber and Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 Dominick Amico, P.E. <a href="mailto:amico@abblinc.com">amico@abblinc.com</a> (239) 597-3111</p> <p><b>Contract Date:</b> April 30, 2015 <b>Final Contract Amount:</b> \$128,267.00 <b>Completion Date:</b> August 7, 2015</p> <p><b>Project Description:</b> Installation of approximately 850 LF of new 16" water main. Including valves, fittings, meter boxes, fire hydrants, MOT, dewatering, removal and disposal of asbestos concrete water main, back filling, compaction, sod, landscaping, pavement, sidewalks, driveways and road restoration.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> SCWRF Grit Systems/EQ Pump Modification Job No. 950-13</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Suite 303 Naples, FL 34112 (239) 252-6214 Oscar Martinez, P.E. <a href="mailto:oscarmartinez@colliergov.net">oscarmartinez@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E.  (239) 254-2000</p> <p><b>Contract Date:</b> June 19, 2013 <b>Final Contract Amount:</b> \$1,522,124.59 <b>Completion Date:</b> April 30, 2015</p> <p><b>Project Description:</b> Remove 3 existing grit classifier systems &amp; pumps; construct new equipment platform &amp; install new classifiers, pumps, feed &amp; drain piping. Upgrade &amp; modify existing control systems. Rehab. 3 existing Grit King dynamic separators. Structural modifications of building. Remove, remanufacture &amp; reinstall 3 - 16" EQ mixing pumps.</p>	<p><b>Project Name:</b> NCWRF Victoria Park Force Main Job No. 895-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Suite 303 Naples, FL 34112 (239) 252-5372 Wayne Karlovich, P.E. <a href="mailto:waynekarlovich@colliergov.net">waynekarlovich@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E.  (239) 254-2000</p> <p><b>Contract Date:</b> October 1, 2014 <b>Final Contract Amount:</b> \$247,628.24 <b>Completion Date:</b> June 16, 2015</p> <p><b>Project Description:</b> Install 1300 LF 8" PVC force main. Excavate existing 24" force mains, hot tap &amp; build 20" above ground interconnect. Construct chain link enclosure. Test all piping systems and restore.</p>
<p><b>Project Name:</b> SCRWTP Upgrades to Pigging Station Job No. 870-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Suite 303 Naples, FL 34112 Alicia Abbott, Project Manager <a href="mailto:AliciaAbbott@colliergov.net">AliciaAbbott@colliergov.net</a> (239) 252-5344</p> <p><b>Engineer - Address - Phone:</b> CDM Smith 2180 West First St., Ste. 400 Fort Myers, FL 33901 Jason Sciandra, P.E.  (239) 938-9600</p> <p><b>Contract Date:</b> August 12, 2014 <b>Final Contract Amount:</b> \$298,400.00 <b>Completion Date:</b> September 3, 2015</p> <p><b>Project Description:</b> Provide and install a pig receiver manufactured by Jamison Products. Flush, pressure test and disinfect the new system, install pressure gauges and isolator, replace existing 10" backflow preventor with a 10" Zurn Wilkins Model 375AST. New pipe and fittings are lined with Ceramure PL90-Ceramic Epoxy. Paint all new and existing piping, valving and the exterior of the pig receiver. Replace landscaping and irrigation.</p>	<p><b>Project Name:</b> Seminole Tribe - Decanter Replacement and Misc. WWTP Improvements Job No. 715-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Seminole Tribe of Florida 3107 N. State Rd. 7 Hollywood, FL 33021 Ankita Patel, P.E. <a href="mailto:publicworks@semtribe.com">publicworks@semtribe.com</a> (866) 625-5376</p> <p><b>Engineer - Address - Phone:</b> CH2M Hill 550 W. Cypress Creek Rd., #400 Ft. Lauderdale, FL 33309 Ron Mattingly, P.E. <a href="mailto:Ron.Mattingly@ch2m.com">Ron.Mattingly@ch2m.com</a></p> <p><b>Contract Date:</b> May 26, 2015 <b>Final Contract Amount:</b> \$392,571.93 <b>Completion Date:</b> September 11, 2015</p> <p><b>Project Description:</b> Big Cypress WTP: Installed sequencing batch reactors decanter modifications including new VFD's &amp; control panels; SBR Basin waste sludge piping modifications; Aeration blower discharge piping modifications; Equalization Basin Submersible Pump Station access modifications; Grit system control panel and compressed air supply system modifications; Screened wastewater influent piping modifications</p>
<p><b>Project Name:</b> Livingston Rd. Wellfield Interconnect Job No. 1426-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372 <a href="mailto:WayneKarlovich@colliergov.net">WayneKarlovich@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Johnson Engineering 2350 Stanford Ct. Naples, FL 34112 (239) 434-0333 Jared Brown, P.E.</p> <p><b>Contract Date:</b> April 27, 2015 <b>Final Contract Amount:</b> \$47,623.00 <b>Completion Date:</b> August 29, 2015</p> <p><b>Project Description:</b> Installed a new owner supplied 16 inch pvc IQ main and above ground interconnect assembly including pipes, valves and fittings</p>	<p><b>Project Name:</b> South Winds Drive Water Main Upgrade Job No. 1433-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Naples - Utilities Department 380 Riverside Circle Naples, FL 34102 David Graff <a href="mailto:dgraff@naplesgov.com">dgraff@naplesgov.com</a> (239) 253-5864</p> <p><b>Engineer - Address - Phone:</b> City of Naples - Utilities Department 380 Riverside Circle Naples, FL 34102</p> <p><b>Contract Date:</b> July 6, 2015 <b>Final Contract Amount:</b> \$119,396.00 <b>Completion Date:</b> September 30, 2015</p> <p><b>Project Description:</b> Install of approximately 720' of 6" water main piping. Provided all restraint fittings for deflections, transitions, and cap. Disinfect water main and flush. Connect new services to existing water meters, remove old fire hydrants and cap/plug valve,</p>



EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Wiggins Pass Road Water Main Improvements Job No. 760-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Diana Dueri (239) 252-4218 <a href="mailto:DianaDueri@colliergov.net">DianaDueri@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Johnson Engineering 2122 Johnson St., P.O. Box 1550 Fort Myers, FL 33902 (239) 334-0046 Michael Dickey, P.E. <a href="mailto:msd@johnsoneng.com">msd@johnsoneng.com</a></p> <p><b>Contract Date:</b> March 19, 2015 <b>Final Contract Amount:</b> \$591,686.48 <b>Completion Date:</b> December 15, 2015</p> <p><b>Project Description:</b> Installation of 4400 LF of 12" Water Main and 1500LF of 6" Water Main. Bore and pull in approx 1000 LF of 12" WM under exiting canal / creek Grout &amp; Cap 5400 LF of 12" WM, overlay 4500 LF of Asphalt sidewalk. Concrete and asphalt restoration of drive and walk ways for 26 residences. Removal &amp; Disposal of 1290 LF of 6" Asbestos Cement Pipe.</p>	<p><b>Project Name:</b> WWTP Reuse Pump Replacement Job No. 810-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Naples - Utilities Department 380 Riverside Circle Naples, FL 34102 David Graff <a href="mailto:dgraff@naplesgov.com">dgraff@naplesgov.com</a> (239) 253-5864</p> <p><b>Engineer - Address - Phone:</b> Tetra Tech, Inc. 10600 Chevrolet Way, Ste. 300 Estero, FL 33928 (239) 390-1467</p> <p><b>Contract Date:</b> June 11, 2014 <b>Final Contract Amount:</b> \$879,972.75 <b>Completion Date:</b> November 13, 2015</p> <p><b>Project Description:</b> Installation of 1 new 600 HP Vertical turbine Pump, associated piping and valves. Provide and program 4 new VFD's for the 4 Reuse Water Pumps. Replacement of controls for the pumps and programming. Remove old HVAC units, provide new HVAC units, 10 and 15 ton with controls.</p>
<p><b>Project Name:</b> Pelican Marsh Elementary School Water Service Replacement Job No. 1446-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Nathan Beals (239) 252-2583 <a href="mailto:NathanBeals@colliergov.net">NathanBeals@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates, P.A. 3800 Via Del Rey Bonita Springs, FL 34134 (239) 947-1144 Justin Frederiksen, P.E. <a href="mailto:jfrederiksen@gradymenor.com">jfrederiksen@gradymenor.com</a></p> <p><b>Contract Date:</b> 11, 2015 <b>Final Contract Amount:</b> \$109,838.45 <b>Completion Date:</b> February 17, 2016</p> <p><b>Project Description:</b> Install a new 10"DR11 HDPE water service to the Pelican Marsh School by directional drilling under Airport Pulling Rd. and canal to connect to an existing 16" DIP water main, install valves, adaptors, fittings, etc. Connect to school's meter assembly, sidewalk restoration, handrail replacement, air release valve. Grout &amp; abandon the existing 8" DIP water service. Replace landscape and sod.</p>	<p><b>Project Name:</b> Bay Villas Water Main Replacement Job No. 695-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Diana Dueri (239) 252-4218 <a href="mailto:DianaDueri@colliergov.net">DianaDueri@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Johnson Engineering 2122 Johnson St., P.O. Box 1550 Fort Myers, FL 33902 (239) 334-0046 Michael Dickey, P.E. <a href="mailto:msd@johnsoneng.com">msd@johnsoneng.com</a></p> <p><b>Contract Date:</b> May 11, 2015 <b>Final Contract Amount:</b> \$442,871.00 <b>Completion Date:</b> February 17, 2016</p> <p><b>Project Description:</b> Install Approx. 2500 LF of 4" and 6" C900 DR 14 PVC Water Main, gate valves, install 1" water services, connect to existing water main, cut in sewer clean outs, abandon &amp; grout existing water main. Furnish &amp; install permanent below ground blow-off's. Restoration of landscaping and sod.</p>
<p><b>Project Name:</b> Airport Rd. Water Main Abandonment Phase 2 Job No. 1445-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Nathan Beals (239) 252-2583 <a href="mailto:NathanBeals@colliergov.net">NathanBeals@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> RWA Engineering 6610 Willow Park Dr., Ste. 200 Naples, FL 34109 (239) 597-0575 Mark Sunyak, P.E. <a href="mailto:msunyak@consult-rwa.com">msunyak@consult-rwa.com</a></p> <p><b>Contract Date:</b> November 20, 2015 <b>Final Contract Amount:</b> \$189,960.98 <b>Completion Date:</b> March 10, 2016</p> <p><b>Project Description:</b> Abandonment &amp; grouting of approx. 5600 ft of 8" water main located primarily within the median of Airport-Pulling Rd. between Pelican Marsh Elementary School and Immokalee Rd. Disconnect 5 locations from an existing 8" water main and connect 3 locations to a 16" water main. Grout the abandoned 8" water main pipe.</p>	<p><b>Project Name:</b> Bay Colony Shores Fire Main Conversion Job No. 690-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Diana Dueri (239) 252-4218 <a href="mailto:DianaDueri@colliergov.net">DianaDueri@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates, P.A. 3800 Via Del Rey Bonita Springs, FL 34134 (239) 947-1144 Frank Feeney, P.E. <a href="mailto:freeney@gradymenor.com">freeney@gradymenor.com</a></p> <p><b>Contract Date:</b> March 19, 2015 <b>Final Contract Amount:</b> \$877,815.77 <b>Completion Date:</b> March 2, 2016</p> <p><b>Project Description:</b> Convert an existing fire main system to a potable water system. New water main construction to extend the system and inter-connect the existing fire main. Cleaning, flushing, disinfection &amp; bacteriological clearance, extension of new water service, new water meters and backflow devices, existing water main system abandonment and restoration.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> LASIP County Barn Rd. Stormwater Improvements Job No. 700-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Transportation Engineering 2885 S. Horseshoe Dr. Naples, FL 34104 (239) 253-2885 James Zuver, PM <a href="mailto:jameszuver@colliergov.net">jameszuver@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Agnoli, Barber and Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111 Edward Tryka III, P.E.</p> <p><b>Contract Date:</b> November 18, 2014 <b>Final Contract Amount:</b> \$6,910,732.30 <b>Completion Date:</b> April 13, 2016</p> <p><b>Project Description:</b> Drainage Improvement project covering 2 miles on both sides of the road. The entire length of the road was widened with approx. 1000 ft. of the road completely re-constructed with new signalization and signage throughout the project. Drainage included 1200 ft. of box culvert, 4000 ft. of varying sizes of RCP pipe with approx. 30 structures.</p>	<p><b>Project Name:</b> Pump Station 151.00 Improvements Job No. 851-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Corinne Trtan, PM (239) 252-4233 <a href="mailto:CorinneTrtan@colliergov.net">CorinneTrtan@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Stantec Consulting Services, Inc. 3200 Bailey Lane, Ste. 200 Naples, FL 34105 (239) 649-4040 Kelly Blake, P.E. <a href="mailto:kelly.blake@stantec.com">kelly.blake@stantec.com</a></p> <p><b>Contract Date:</b> February 20, 2015 <b>Final Contract Amount:</b> \$428,301.71 <b>Completion Date:</b> December 3, 2015</p> <p><b>Project Description:</b> Remove and install (2) 20 HP submersible pumps, elbows, rails, electrical upgrades, variable frequency drives, pump station control enclosure, control system enhancements, diesel emergency pump. The work also included a wetwell coating system, discharge piping, above grade valve assembly, stabilized access drive, wetwell bypass connections, relocation of water service, fencing, select demolition, and site restoration.</p>
<p><b>Project Name:</b> NCRWTP Chloramination Improvements Job No. 812-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Tom Sivert, P.E. (239) 252-5376 <a href="mailto:Tomsivert@colliergov.net">Tomsivert@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> CPH Engineers 1117 E. Robinson St., #C Orlando, FL 32801-2025 (407) 425-0452 Natalie Urick, P.E. <a href="mailto:nurick@cphcorp.com">nurick@cphcorp.com</a></p> <p><b>Contract Date:</b> July 27, 2015 <b>Final Contract Amount:</b> \$162,052.70 <b>Completion Date:</b> May 20, 2016</p> <p><b>Project Description:</b> Installation of three new sampling instruments, all sample lines, service saddle connections, valves, switches, back plates, conduit, instrumentation and controls necessary to automate the disinfection system.</p>	<p><b>Project Name:</b> J &amp; C Blvd. Phase II Outfall Improvements Job No. 942-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Transportation Engineering 2885 Horseshoe Dr. S. Naples, FL 34104 Julio Ordonez, P.E. (239) 252-8192 <a href="mailto:JulioOrdonez@colliergov.net">JulioOrdonez@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Agnoli, Barber &amp; Brundage, Inc. 7400 Tamiami Trail N. Naples, FL 34108 (239) 597-3111 Daniel Brundage, P.E. <a href="mailto:Brundage@abbinc.com">Brundage@abbinc.com</a></p> <p><b>Contract Date:</b> April 14, 2015 <b>Final Contract Amount:</b> \$430,283.69 <b>Completion Date:</b> June 14, 2016</p> <p><b>Project Description:</b> This was a drainage improvement project designed to improve flow of stormwater &amp; replace existing damaged pipe &amp; culverts. Installation included approx. 1500 ft. of new RCP pipe, cleaning and desilting of 1300 ft of existing pipe and installation of 11 new structures &amp; headwalls plus 22 new mitered ends.</p>

Project Name:	851-15
Date:	2/20/15
Project Name:	812-15
Date:	7/27/15
Project Name:	942-15
Date:	4/14/15
Project Name:	700-14
Date:	11/18/14
Project Name:	851-15
Date:	2/20/15

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

**Project Name:** Immokalee Rd./Collier Blvd. 24" and 16" Forcemain  
Job No. 824-14

**Owner - Address - Project Manager - Phone:**

Collier County Public Utilities  
3339 Tamiami Trail E., Ste. 303  
Naples, FL 34112  
Craig Pajer, P.E.  
(239) 252-2554  
[CraigPajer@colliergov.net](mailto:CraigPajer@colliergov.net)

**Engineer - Address - Phone:**

CH2M Hill  
5801 Pelican Bay Blvd., Ste. 505  
Naples, FL 34108  
Bill Gramer, P.E.  
(239) 431-9222  
[Bill.Gramer@CH2M.com](mailto:Bill.Gramer@CH2M.com)

**Contract Date:** November 24, 2014

**Final Contract Amount:** \$645,944.42

**Completion Date:** May 12, 2016

**Project Description:**

Installation of 24" Wastewater Forcemain along Immokalee Rd.; connect to existing plug valve at Esplanade Country Club ran to Broken Back Rd. part of which was enclosed in a 42" steel casing. Installed (2) 24" Wastewater Forcemains running northward along the east side of Broken Back Rd. approx. 850' & capped. Installed a 16" Forcemain to connect to the Collier Blvd. forcemain over the canal, then turned northward to a directional drill under Immokalee Rd. to tie to (3) 24" mains. Removal of existing 16" forcemain along Immokalee Rd. and abandon using flowable fill.

**Project Name:** Gulf Shore Dr. Water Main Abandonment -  
LaPlaya Area  
Job No. 1458-16

**Owner - Address - Project Manager - Phone:**

Collier County Public Utilities  
3339 Tamiami Trail E., Ste. 303  
Naples, FL 34112  
Diana Dueri, PM  
(239) 252-4218  
[DianaDueri@colliergov.net](mailto:DianaDueri@colliergov.net)

**Engineer - Address - Phone:**

RWA Engineering  
6610 Willow Park Dr., Ste. 200  
Naples, FL 34109  
Mark Sunyak, P.E.  
(239) 597-0575  
[msunyak@consult-rwa.com](mailto:msunyak@consult-rwa.com)

**Contract Date:** June 15, 2016

**Final Contract Amount:** \$87,800.00

**Completion Date:** September 7, 2016

**Project Description:**

Grout and abandon in place 1800 LF of 8" AC water main on east side of Gulf Shore Dr. and convert its connections to an existing 16" DI water main on the west side. Modify existing fire service connections, water meter assemblies, and water services.

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EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Construction of Reclaimed Water Distribution System Expansion - Option T-1 Job No. 802-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102 Allyson Holland, Deputy Director (239) 213-4713 <a href="mailto:AMHolland@naplesgov.com">AMHolland@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b> Weston &amp; Sampson Engineers, Inc. 4210 Metro Pkwy., Ste. 250 Fort Myers, FL 33917 Jeffery Wilson, P.E. (239) 437-4601 <a href="mailto:Wilsonj@wseinc.com">Wilsonj@wseinc.com</a></p> <p><b>Contract Date:</b> October 21, 2015 <b>Final Contract Amount:</b> \$1,990,871.47 <b>Completion Date:</b> October 17, 2016</p> <p><b>Project Description:</b> This project was designed to expand the City of Naples reclaimed water distribution system. The 12" reclaimed installation was approx. 12,000 ft. long consisting of both open cut &amp; directional drill methods, including services to approx. 130 locations, 13 new fire hydrants.</p>	<p><b>Project Name:</b> Master Pump Station 109 Improvements Job No. 709-14</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Peter Schalt, SPM (239) 252-5343 <a href="mailto:PeterSchalt@colliergov.net">PeterSchalt@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> AECOM Technical Services, Inc. 4415 Metro Parkway, Ste. 404 Fort Myers, FL 33916 Dawn Jakiela, P.E. (239) 278-7996 <a href="mailto:DawnJakiela@aecom.com">DawnJakiela@aecom.com</a></p> <p><b>Contract Date:</b> October 28, 2014 <b>Final Contract Amount:</b> \$1,515,601.35 <b>Completion Date:</b> October 16, 2016</p> <p><b>Project Description:</b> Demolition of existing pumps, piping, electrical, fencing &amp; entrance road. Installation of 3 new submersible pumps &amp; 1 diesel driven backup pump, SS/HDPE discharge piping with valves, pipe supports, magnetic flow meter, all electrical, controls &amp; other appurtenances. Relocate existing odor control unit to new location with all utility extensions. Provide &amp; install electrical bldg. with new gear, drives, control panel, and new SCADA Software. Provide &amp; maintain station on bypass pumping (1700 GMP) during construction of new station. Provide &amp; Install walk in diesel engine driven generator for emergency power. Test all motors &amp; controls. Site restoration.</p>
<p><b>Project Name:</b> Isle of Capri GST Mixer Job No. 1463-16</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Tom Sivert, P.E. (239) 252-5376 <a href="mailto:TomSivert@colliergov.net">TomSivert@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E. (239) 254-2000 <a href="mailto:DavidSchmitt@hmenng.com">DavidSchmitt@hmenng.com</a></p> <p><b>Contract Date:</b> September 22, 2016 <b>Final Contract Amount:</b> \$47,663.25 <b>Completion Date:</b> October 31, 2016</p> <p><b>Project Description:</b> Mixer Replacement</p>	<p><b>Project Name:</b> Manhole Install - 8th St. S. &amp; Broad Ave. Job No. 1464-16</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102 Allyson Holland, Deputy Director (239) 213-4713 <a href="mailto:AMHolland@naplesgov.com">AMHolland@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b> City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102</p> <p><b>Contract Date:</b> September 22, 2016 <b>Final Contract Amount:</b> \$82,535.00 <b>Completion Date:</b> November 21, 2017</p> <p><b>Project Description:</b> Sewer Gravity Drop, Manhole &amp; Main Installation</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> N. Naples Community Hospital Emergency Water Meter/Backflow Assembly Replacement Job No. 1467-16</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Diana Dueri, Project Mgr. (239) 252-4218 <a href="mailto:DianaDueri@colliergov.net">DianaDueri@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E. (239) 254-2000 <a href="mailto:DavidSchmitt@hmeng.com">DavidSchmitt@hmeng.com</a></p> <p><b>Contract Date:</b> October 5, 2016 <b>Final Contract Amount:</b> \$52,960.00 <b>Completion Date:</b> November 21, 2016</p> <p><b>Project Description:</b> Replace the existing 6 inch water meter and backflow assembly which included the construction of a temporary bypass to allow continuous water service to the hospital. The installation of new insertion valves; hot tapping of the existing 6" potable water main; misc. piping demolition; installation &amp; testing of new piping, fitting and valves; misc. site demolition and restoration; removal and replacement of the existing 6" water meter/backflow assembly.</p>	<p><b>Project Name:</b> Hill Tide Estates Job No. 1800-16</p> <p><b>Owner - Address - Project Manager - Phone:</b> Seagate Development Group, LLC Boca Pass Partners, LLC 12801 Commonwealth Dr., Ste. 12 Fort Myers, FL 33913 (239) 738-7900 <a href="mailto:sandersen@seagatedevelopmentgroup.com">sandersen@seagatedevelopmentgroup.com</a></p> <p><b>Engineer - Address - Phone:</b> Waldrop Engineering 28100 Bonita Grande Dr., #305 Bonita Springs, FL 34135 (239) 405-7777 Jeremy Arnold, P.E.</p> <p><b>Contract Date:</b> August 23, 2016 <b>Final Contract Amount:</b> \$596,807.45 <b>Completion Date:</b> December 23, 2016</p> <p><b>Project Description:</b> Install Utility Infrastructure for 19 homes which included potable water, sanitary and drainage facilities.</p>
<p><b>Project Name:</b> SCRWTP Tamiami Wellfield RAW WM Valves &amp; Meter Replacement Job No. 915-15 Job No. 1220-16</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Alicia Abbott, Project Mgr. (239) 252-5344 <a href="mailto:AliciaAbbott@colliergov.net">AliciaAbbott@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E. (239) 254-2000 <a href="mailto:DavidSchmitt@hmeng.com">DavidSchmitt@hmeng.com</a></p> <p><b>Contract Date:</b> February 2, 2016 <b>Final Contract Amount:</b> \$540,543.08 <b>Completion Date:</b> February 14, 2017</p> <p><b>Project Description:</b> Installed a new above-ground raw water metering and valving station, along with electrical, instrumentation and site civil work. The existing abandoned meter vault and related abandoned pipework was filled with flowable fill. Two manually-operated raw water gate valves were replaced and site restoration.</p>	<p><b>Project Name:</b> Isle of Capri Pump Replacement Job No. 915-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Tom Sivert, P.E. (239) 252-5376 <a href="mailto:TomSivert@colliergov.net">TomSivert@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E. (239) 254-2000 <a href="mailto:DavidSchmitt@hmeng.com">DavidSchmitt@hmeng.com</a></p> <p><b>Contract Date:</b> July 27, 2015 <b>Final Contract Amount:</b> \$606,313.42 <b>Completion Date:</b> January 15, 2017</p> <p><b>Project Description:</b> Remove 4 existing pumps, piping and concrete pads. Installed new pumps, concrete bases, valves and piping. Installed new VFD's for the new pumps. Installed new electrical wiring, conduit, PLC devices, grounding, lightning protection, SCADA programming and appurtenances. Painted all new and existing interior piping, equipment and structural surfaces as well as all modified and new exterior structural surfaces. Removed silt, clean and disinfect the interior of the existing water storage tank and replace electrical box and support on roof of tank. Disinfect new pumps and piping and restoration.</p>

Project Name: Hill Tide Estates  
Job No. 1800-16  
Owner - Address - Project Manager - Phone:  
Seagate Development Group, LLC  
Boca Pass Partners, LLC  
12801 Commonwealth Dr., Ste. 12  
Fort Myers, FL 33913  
(239) 738-7900  
sandersen@seagatedevelopmentgroup.com  
Engineer - Address - Phone:  
Waldrop Engineering  
28100 Bonita Grande Dr., #305  
Bonita Springs, FL 34135  
(239) 405-7777  
Jeremy Arnold, P.E.  
Contract Date: August 23, 2016  
Final Contract Amount: \$596,807.45  
Completion Date: December 23, 2016  
Project Description:  
Install Utility Infrastructure for 19 homes which included potable water, sanitary and drainage facilities.

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> MPS 306 Force Main - Phase III/Naples Manor Water Main - Phase 2 Job No. 742-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372 <a href="mailto:WayneKarlovich@colliergov.net">WayneKarlovich@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> AECOM Technical Services, Inc. 4415 Metro Pkwy., Ste.404 Ft. Myers, FL 33916 Dustin Chisum, P.E. (239) 278-7996 <a href="mailto:dustin.chisum@aecom.com">dustin.chisum@aecom.com</a></p> <p><b>Contract Date:</b> July 7, 2015 <b>Final Contract Amount:</b> \$1,524,244.52 <b>Completion Date:</b> January 9, 2017</p> <p><b>Project Description:</b> Installation of 8" water mains; removal of existing AC water mains; installation of new valves, hydrants, temporary and permanent bacterial sample valves and other appurtenances, installation of new water services and backflow devices, relocation of existing water meters to individual water meter boxes; removal of abandoned fire hydrants, water valves &amp; valve boxes, blowoffs, etc.. Installation of a new 24" force main, 42" steel casing under US 41 by jack &amp; bore, connect to existing force mains; installation of new valves, air release valves and appurtenances. Restore sidewalks, roadway, driveway and landscaping.</p>	<p><b>Project Name:</b> Pump Station 309.19 Job No. 1510-16</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 John Eick, P.E. (239) 252-5345 <a href="mailto:JohnEick@colliergov.net">JohnEick@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E. (239) 254-2000 <a href="mailto:DavidSchmitt@hmeng.com">DavidSchmitt@hmeng.com</a></p> <p><b>Contract Date:</b> June 9, 2016 <b>Final Contract Amount:</b> \$492,889.47 <b>Completion Date:</b> May 31, 2017</p> <p><b>Project Description:</b> Construction of a new wastewater pump station to replace an existing pump station. Included construction of a new submersible wastewater pump station, misc. piping, electrical, electrical service extension, wastewater service connection, grouting of existing gravity sewer, modification of manholes, abandonment of an existing wastewater pump station and misc. site work.</p>
<p><b>Project Name:</b> LASIP - Wingsouth Stormwater Improvements Job No. 1520-18 Job No. 702-15</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Transportation Engineering 2885 S. Horseshoe Dr. Naples, FL 34104 (239) 253-2885 James Zuver, PM <a href="mailto:jameszuver@colliergov.net">jameszuver@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Agnoli, Barber and Brundage 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111 Edward Tryka III, P.E.</p> <p><b>Contract Date:</b> December 8, 2015 <b>Final Contract Amount:</b> \$3,288,436.85 <b>Completion Date:</b> May 24, 2017</p> <p><b>Project Description:</b> Wingsouth was the culmination of the L.A.S.I.P. project. This was in part a drainage improvement project for the Parkers Hammock neighborhood and a clearing out of vegetation; shifting and reshaping of the stormwater drainage swales surrounding the Wingsouth Airpark. Additionally, 3 control structures were constructed in order to help control water storage levels.</p>	<p><b>Project Name:</b> SCWRF EQ Overflow Gates Replacement Job No. 1520-16</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-5372 Wayne Karlovich, P.E. <a href="mailto:WayneKarlovich@colliergov.net">WayneKarlovich@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b> Hole Montes 950 Encore Way Naples, FL 34110 (239) 254-2000 David Schmitt, P.E. <a href="mailto:DavidSchmitt@hmeng.com">DavidSchmitt@hmeng.com</a></p> <p><b>Contract Date:</b> June 6, 2016 <b>Final Contract Amount:</b> \$207,635.49 <b>Completion Date:</b> May 31, 2017</p> <p><b>Project Description:</b> Installation of temporary bulkhead, pumping equipment &amp; bypass of flows to allow replacement of the overflow weir gates. Remove and replace the existing channel covers and supports. Demolition of existing overflow weir gates. Repaired concrete and installed new overflow weir gates flow with actuators. Electrical and SCADA work. New motorized actuator was compatible with the existing electrical and SCADA. Restoration and cleanup.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Gulf Shore Blvd. N. Drainage</p> <p>Job No. 1700-16</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  City of Naples - Stormwater Operations                  295 Riverside Cir.                  Naples, FL 34102                  (239) 213-5117                  Andrew Holland, P.E.  <a href="mailto:aholland@naplesgov.com">aholland@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b>                  Q. Grady Minor &amp; Associates, P.A.                  3800 Via Del Rey                  Bonita Springs, FL 34134                  (239) 947-1144                  Daniel Flynn, P.E.  <a href="mailto:dflynn@gradymenor.com">dflynn@gradymenor.com</a></p> <p><b>Contract Date:</b> October 19, 2016  <b>Final Contract Amount:</b> \$428,954.82  <b>Completion Date:</b> May 31, 2017</p> <p><b>Project Description:</b>                  Replaced approximately 1300 LF of storm water piping along Gulf Shore Blvd. N. between Oleander Drive and South Golf Drive in Naples, FL. The majority of the existing Corrugated Metal Pipe was replaced with the same or similar sized Reinforced Concrete Pipe. Additionally, nine drainage inlets were replaced.</p>	<p><b>Project Name:</b> Creekside Forcemain - Phase 1</p> <p>Job No. 1240-16</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-5343                  Peter Schalt, SPM  <a href="mailto:peterschalt@colliergov.net">peterschalt@colliergov.net</a></p> <p><b>Engineer - Address - Phone:</b>                  CDM Smith                  4210 Metro Pkwy., Ste. 230                  Fort Myers, FL 33916                  (239) 938-9600                  Jason Sciandra, P.E.  <a href="mailto:SciandraJA@cdmsmith.com">SciandraJA@cdmsmith.com</a></p> <p><b>Contract Date:</b> August 5, 2016  <b>Final Contract Amount:</b>  <b>Completion Date:</b>  <b>Project Description:</b>                  Installed approximately 2000 LF of 24-inch diameter HDPE force main using open cut construction. Installed approximately 173 LF of 24-inch HDPE force main within a 36-inch steel casing pipe using jack and bore construction. Restoration and clean-up.</p>
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Project Name: Gulf Shore Blvd. N. Drainage  
 Job No. 1700-16  
 Owner - Address - Project Manager - Phone:  
 City of Naples - Stormwater Operations  
 295 Riverside Cir.  
 Naples, FL 34102  
 (239) 213-5117  
 Andrew Holland, P.E.  
 aholland@naplesgov.com  
 Engineer - Address - Phone:  
 Q. Grady Minor & Associates, P.A.  
 3800 Via Del Rey  
 Bonita Springs, FL 34134  
 (239) 947-1144  
 Daniel Flynn, P.E.  
 dflynn@gradymenor.com  
 Contract Date: October 19, 2016  
 Final Contract Amount: \$428,954.82  
 Completion Date: May 31, 2017  
 Project Description:  
 Replaced approximately 1300 LF of storm water piping along Gulf Shore Blvd. N. between Oleander Drive and South Golf Drive in Naples, FL. The majority of the existing Corrugated Metal Pipe was replaced with the same or similar sized Reinforced Concrete Pipe. Additionally, nine drainage inlets were replaced.

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> NCWRF Aeration Equipment Replacement</p> <p>Job No. 1260-16</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-5372                  Wayne Karlovich, Senior Project Mgr.  <a href="mailto:Wayne.Karlovich@colliercountyfl.gov">Wayne.Karlovich@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  N/A</p> <p><b>Contract Date:</b> October 5, 2016  <b>Final Contract Amount:</b> \$415,882.00  <b>Completion Date:</b> February 28, 2018</p> <p><b>Project Description:</b>                  Aeration Equipment was removed and replaced for Oxidaton Ditch #1 and selective aeration equipment was removed and replaced for Oxidation Ditch #2.</p>	<p><b>Project Name:</b> SCRWTP Sludge Thickener Refurbishing</p> <p>Job No. 1270-16</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-5344                  Alicia Abbott, Project Mgr.  <a href="mailto:Alicia.Abbott@colliercountyfl.gov">Alicia.Abbott@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  TKW Consulting Engineers, Inc.                  5621 Banner Dr.                  Fort Myers, FL 33912                  -239                  Douglas Eckmann, P.E.  <a href="mailto:Douglas.eckmann@tkwonline.com">Douglas.eckmann@tkwonline.com</a></p> <p><b>Contract Date:</b> November 1, 2016  <b>Final Contract Amount:</b> \$392,706.96  <b>Completion Date:</b> November 17, 2017</p> <p><b>Project Description:</b>                  Refurbished the lime sludge thickener mechanism. Cleaning the gravity thickening basin, dispose of all materials, remove support bridge, the inlet well, drive and lift assembly, torque tube, flight arms. Transport the drive and lift assemblies to and from Ovivo authorized rebuild center in Tampa, FL. Arrange the factory authorized refurbishing. Remove railing &amp; decking, sandblast, repair and replace corroded steel, and recoat the support bridge. Reinstall grating &amp; guardrail, install refurbished drive and lift mechanisms, and install new fabricated components. Run new wire and conduit for electrical work. Touch up coating damaged during installation.</p>
<p><b>Project Name:</b> Emergency - Collier Blvd. &amp; I-75 Water Main Repair                  Collier Blvd. &amp; City Gate Dr. WM Repair</p> <p>Job No. 1419-17</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Water Distribution                  4370 Mercantile Ave.                  Naples, FL 34104                  (239) 252-6245                  Pamela Libby, Water Distribution Mgr.  <a href="mailto:Pamela.libby@colliercountyfl.gov">Pamela.libby@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  N/A</p> <p><b>Contract Date:</b> November, 2017  <b>Final Contract Amount:</b> \$418,336.57  <b>Completion Date:</b> November 13, 2017</p> <p><b>Project Description:</b>                  48" Price Brothers Pipe Repair</p>	<p><b>Project Name:</b> 107th Ave. N. Public Utilities Renewal</p> <p>Job No. 1600-17</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 301                  Naples, FL 34112                  (239) 252-2589                  Michael Stevens, Senior Project Mgr.  <a href="mailto:Michael.Stevens@colliercountyfl.gov">Michael.Stevens@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Q. Grady Minor &amp; Associates                  3800 Via Del Rey                  Bonita Springs, FL 34134                  (239) 947-1144                  Justin Frederiksen, P.E.  <a href="mailto:jfrederiksen@gradymenor.com">jfrederiksen@gradymenor.com</a></p> <p><b>Contract Date:</b> February 28, 2017  <b>Final Contract Amount:</b> \$3,279,116.35  <b>Completion Date:</b> April 20, 2018</p> <p><b>Project Description:</b>                  Remove and Install approx. 4250 LF of new 8" water main piping and appurtenances, new fire hydrants, valves, water services, meters and backflow preventers. Remove and install approx. 4400 LF of new 8" PVC gravity sewer pipe, manholes, and replace existing sanitary sewer service laterals. Remove and install approx. 5100 LF of 18" and 24" HDPE perforates stormwater piping. Install approx. 3250 LF of 18" and 24" HDPE and RCP stormwater piping, catch basins, sediment catch basins, junction basins, inline yard drains and mitered end sections. Restore driveways, rebuilding the roadway, subgrade, base, and asphalt.</p>



EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> 110th Ave. N. Public Utilities Renewal</p> <p>Job No. 1600-17</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 301                  Naples, FL 34112                  (239) 252-2589                  Michael Stevens, Senior Project Mgr.  <a href="mailto:Michael.Stevens@colliercountyfl.gov">Michael.Stevens@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Q. Grady Minor &amp; Associates                  3800 Via Del Rey                  Bonita Springs, FL 34134                  (239) 947-1144                  Justin Frederiksen, P.E.  <a href="mailto:jfrederiksen@gradymenor.com">jfrederiksen@gradymenor.com</a></p> <p><b>Contract Date:</b> February 28, 2017  <b>Final Contract Amount:</b> \$4,746,981.89  <b>Completion Date:</b> April 20, 2018</p> <p><b>Project Description:</b>                  Remove and install approx. 5460 LF of new 6 and 8" water main piping and appurtenances, new fire hydrants, valves, water services, meters and backflow preventers. Remove and install approx. 5100 LF of new 8" PVC gravity sewer pipe, manholes, and replace existing sanitary sewer service laterals. Install approx. 4020 LF of 24" HDPE sewer force main pipe. Remove and install approx. 5030 LF of 18 and 24" HDPE perforated stormwater piping. Install approx 4300 LF of 18 and 24" HDPE and RCP stormwater piping, catch basins, sediment catch basins, junction basins, inline yard drains and mitered end sections. Restore driveways, rebuild roadway, subgrade, base and asphalt.</p>	<p><b>Project Name:</b> Manatee Rd. Booster Pump Station &amp; Piping Replacement</p> <p>Job No. 1442-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-4285                  Shon Fandrich, P.E.  <a href="mailto:shon.fandrich@colliercountyfl.gov">shon.fandrich@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Tetra Tech                  10600 Chevrolet Way, Ste. 300                  Estero, FL 33928                  (239) 390-1467                  Danny Nelson, P.E.  <a href="mailto:danny.nelson@tetrattech.com">danny.nelson@tetrattech.com</a></p> <p><b>Contract Date:</b> July 30, 2018  <b>Final Contract Amount:</b> \$98,750.00  <b>Completion Date:</b> October 26, 2018</p> <p><b>Project Description:</b>                  Replace 3 existing pumps with new pumps and piping improvements.</p>
<p><b>Project Name:</b> Bay Colony Appurtenances</p> <p>Job No. 1545-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-4218                  Diana Dueri, PM  <a href="mailto:Diana.Dueri@colliercountyfl.gov">Diana.Dueri@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Johnson Engineering                  2122 Johnston St.                  Ft. Myers, FL 33902-1550                  (239) 334-0046                  Michael Dickey, P.E.  <a href="mailto:msd@johnsoneng.com">msd@johnsoneng.com</a></p> <p><b>Contract Date:</b> July 24, 2018  <b>Final Contract Amount:</b> \$353,100.00  <b>Completion Date:</b> September 21, 2018</p> <p><b>Project Description:</b>                  Replace Backflow &amp; Bypass Assemblies; replace compound service meters; Install 4" OS&amp;Y Valves on 4" Bypass; Install double line stop with Bypass assembly; Install Gate Valves; Install 8" insertion Valves; Install fire hydrant assembly; Restoration</p>	<p><b>Project Name:</b> NCWRF Solar Pond Aeration</p> <p>Job No. 1429-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-5343                  Peter Schalt, PMP  <a href="mailto:Peter.Schalt@colliercountyfl.gov">Peter.Schalt@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  N/A</p> <p><b>Contract Date:</b> April 10, 2018  <b>Final Contract Amount:</b> \$94,359.10  <b>Completion Date:</b> August 13, 2018</p> <p><b>Project Description:</b>                  Installation of Aquagenics solar pond aeration systems on Ponds 3, 4 &amp; 5</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> Pump Station No. 19 Improvements</p> <p>Job No. 1436-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  City of Naples - Utilities Maintenance                  1450 4th Ave. N., #900                  Naples, FL 34102                  Kevin Swisher                  (239) 213-4745  <a href="mailto:kswisher@naplesgov.com">kswisher@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b>                  City of Naples - Utilities Dept.                  380 Riverside Cir.                  Naples, FL 34102</p> <p><b>Contract Date:</b> May 10, 2018  <b>Final Contract Amount:</b> \$133,250.00  <b>Completion Date:</b> August 8, 2018  <b>Project Description:</b>                  Convert from dry pit to submersible pump - Dry well abandonment; Wet well rehabilitation; temporary bypass pumping system; new pump station &amp; associated appurtenances; tie-in 4 inch HDPE to existing 6 inch S.S. Forcemain (12 Ft.); 6 inch concrete slab; sod restoration; general sitework restoration</p>	<p><b>Project Name:</b> Water Treatment Plant Slaker Replacement</p> <p>Job No. 1434-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  City of Naples - Utilities Dept.                  380 Riverside Cir.                  Naples, FL 34102                  Allyson Holland                  (239) 213-4713  <a href="mailto:AMHolland@naplesgov.com">AMHolland@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b>                  City of Naples - Utilities Dept.                  380 Riverside Cir.                  Naples, FL 34102</p> <p><b>Contract Date:</b> April 30, 2018  <b>Final Contract Amount:</b> \$53,604.39  <b>Completion Date:</b> August 8, 2018  <b>Project Description:</b>                  Labor, equipment and subcontractor to replace two lime slakers at the Water Treatment Plant located at 1000 Fleischmann Blvd.</p>
<p><b>Project Name:</b> NCWRF NaOCl Chemical Skid Replacement</p> <p>Job No. 1424-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-5343                  Peter Schalt, PMP  <a href="mailto:Peter.Schalt@colliercountyfl.gov">Peter.Schalt@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  RWA Engineering                  6610 Willow Park Dr., Ste. 200                  Naples, FL 34109                  Keisha Westbrook, P.E.                  (239) 597-0575  <a href="mailto:kwestbrook@consult-rwa.com">kwestbrook@consult-rwa.com</a></p> <p><b>Contract Date:</b> January 19, 2018  <b>Final Contract Amount:</b> \$55,050.87  <b>Completion Date:</b> June 18, 2018  <b>Project Description:</b>                  Labor, materials and equipment to remove and replace the NaOCl Chemical Skid.</p>	<p><b>Project Name:</b> PS 302.07 Canal Crossing</p> <p>Job No. 1540-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-4233                  Corinne Trtan, PM  <a href="mailto:Corinne.Trtan@colliercountyfl.gov">Corinne.Trtan@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  RWA Engineering                  6610 Willow Park Dr., Ste. 200                  Naples, FL 34109                  Keisha Westbrook, P.E.                  (239) 597-0575  <a href="mailto:kwestbrook@consult-rwa.com">kwestbrook@consult-rwa.com</a></p> <p><b>Contract Date:</b> May 14, 2018  <b>Final Contract Amount:</b> \$483,994.00  <b>Completion Date:</b> December 10, 2018  <b>Project Description:</b>                  Installation of an 8 inch PVC sanitary sewer and manhole installation on the east and west sides of the Lely Main Canal as well an 8 inch PVC sanitary sewer across the canal. The project consists of approx. 307 LF of 8" PVC sanitary sewer main, 148 LF of which will be for the canal crossing, repurposing existing PS 302.07 and the installatin of three sanitary sewer manholes, grouting of abandoned lines.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

**Project Name:** NWTP Chemical Tank Repairs

Job No. 1433-18

**Owner - Address - Project Manager - Phone:**

City of Marco Island  
Water & Sewer Department  
50 Bald Eagle Drive  
Marco Island, FL 34145  
(239) 394-3880  
Sonia Iszler

**Engineer - Address - Phone:**

N/A

**Contract Date:** April 6, 2018

**Final Contract Amount:** \$41,224.98

**Completion Date:** June 19, 2018

**Project Description:**

Repair of various piping, anchors and level gauges associated with five chemical storage tanks and pump skids. The work included coating newly installed piping to match existing colors. Piping, fittings and valves were Sch 80 CPVC with Viton seals.

**Project Name:** Heritage Bay MPS

Job No. 1580-16

**Owner - Address - Project Manager - Phone:**

Collier County Public Utilities  
3339 Tamiami Trail E., Ste. 303  
Naples, FL 34112  
(239) 252-5372  
Wayne Karlovich, SPM  
[Wayne.Karlovich@colliercountyfl.gov](mailto:Wayne.Karlovich@colliercountyfl.gov)

**Engineer - Address - Phone:**

Stantec Consulting Services, Inc.  
5801 Pelican Bay Blvd., Ste. 300  
Naples, FL 34108  
Kelly Blake, P.E.  
(239) 263-6403  
[Kelly.Blake@stantec.com](mailto:Kelly.Blake@stantec.com)

**Contract Date:** January 24, 2017

**Final Contract Amount:** \$1,678,215.36

**Completion Date:** October 30, 2018

**Project Description:**

Installation of 4 concrete manholes, 576 LF of 8" PVC sanitary sewer, three concrete storm drain inlets, 48 LF of 18" reinforced concrete piping, 24 LF of 24" reinforced concrete piping, one fire hydrant assembly with valve, approx. 2450 sy of asphalt access driveway, a perimeter wall/fence with two rolling security gates, 0.07 AC-FT of dry detention, and landscape improvements. Installing two 30HP sewage chopper pumps, one 72 HP packaged diesel bypass pump, electrical and control system, instrumentation included one flowmeter and pressure transducers, equipment pads, potable water hosebib, equipment pad drain, wiring & lighting, all connections to the existing county sewage forcemains.

**Project Name:** Cassena Road Water Main Improvements

Job No. 1360-18

**Owner - Address - Project Manager - Phone:**

Collier County Public Utilities  
3339 Tamiami Trail E., Ste. 303  
Naples, FL 34112  
(239) 252-5338  
Shon Fandrich, SPM  
[Shon.Fandrich@colliercountyfl.gov](mailto:Shon.Fandrich@colliercountyfl.gov)

**Engineer - Address - Phone:**

Q. Grady Minor & Associates  
3900 Via Del Rey  
Bonita Springs, FL 34134  
Sally Goldman, P.E.  
(239) 947-1144  
[sgoldman@gradymminor.com](mailto:sgoldman@gradymminor.com)

**Contract Date:** September 11, 2018

**Final Contract Amount:** \$184,581.00

**Completion Date:** January 7, 2019

**Project Description:**

Installation of approximately 1850 feet of new water main piping; valves, fire hydrants, sample points, air release valves, adaptors, bends, fittings and associated appurtenances. Installation of new water meters and backflows. Demolition, restoration, grading, testing, MOT, removal and replacement of driveways, sidewalks, fences, grass areas, and roadways disturbed during construction, site restoration, landscaping and/or sodding.

**Project Name:** MPS 303 and 304 Rehabilitation

Job No. 903-15

**Owner - Address - Project Manager - Phone:**

Collier County Public Utilities  
3339 Tamiami Trail E., Ste. 303  
Naples, FL 34112  
(239) 252-5343  
Peter Schallt, SPM  
[Peter.Schallt@colliercountyfl.gov](mailto:Peter.Schallt@colliercountyfl.gov)

**Engineer - Address - Phone:**

AECOM Technical Services, Inc.  
4415 Metro Parkway, Ste. 404  
Fort Myers, FL 33916  
Dustin Chisum, P.E.  
(239) 278-7996  
[Dustin.Chisum@aecom.com](mailto:Dustin.Chisum@aecom.com)

**Contract Date:** November 10, 2015

**Final Contract Amount:** \$2,924,054.49

**Completion Date:** November 19, 2018

**Project Description:**

Demolition; Install new pumps, concrete pump base, piping, valves, pipe supports, electrical, control and other appurtenances; Furnish and install new chopper pumps recirculation systems; Furnish and install new diesel engine driven emergency backup pumps, piping and valves, pipe supports, electrical, control and appurtenances; relocate odor control units including potable water, electrical, control, drain lines and other appurtenances; test all underground facilities; furnish, install, connect and test all electrical motor controls and other controls, furnish and install emergency power generator equipment; furnish and test all hardware and software; restore site.

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> IFAS Building Fire Service Line</p> <p>Job No. 1380-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-7641                  Claude Nesbitt, PM  <a href="mailto:Claude.Nesbitt@colliercountyfl.gov">Claude.Nesbitt@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Davidson Engineering                  4365 Radio Rd., Ste. 201                  Naples, FL 34104                  Josh Fruth, P.E.                  (239) 434-6060  <a href="mailto:josh@davidsoneengineering.com">josh@davidsoneengineering.com</a></p> <p><b>Contract Date:</b> September 11, 2018  <b>Final Contract Amount:</b> \$152,512.00  <b>Completion Date:</b> February 8, 2019</p> <p><b>Project Description:</b>                  Abandon the Pump, controller and service that supplies the buildings fire suppression system from the onsite pond, and connect the system to a new pressurized main. Installation of a valve to connect to the main 10 inch line.</p>	<p><b>Project Name:</b> EWRF Force Main Relocation &amp; Reaeration Blower Replacement</p> <p>Job No. 7750-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  City of Venice                  401 W. Venice Ave.                  Venice, FL 34285                  (941) 486-2788                  John Banks, PM  <a href="mailto:jbanks@Venicegov.com">jbanks@Venicegov.com</a></p> <p><b>Engineer - Address - Phone:</b>                  Hazen &amp; Sawyer                  7334 Delainey Court                  Sarasota, FL 34240                  Andrew Coleman, P.E.                  (941) 378-2862  <a href="mailto:acoleman@hazenandsawyer.com">acoleman@hazenandsawyer.com</a></p> <p><b>Contract Date:</b> June 12, 2018  <b>Final Contract Amount:</b> \$724,029.43  <b>Completion Date:</b> April 25, 2019</p> <p><b>Project Description:</b>                  Provided temporary access to the headworks and maintained flow during construction. Removed and relocated existing stairs; demolished existing slab under the stairs and installed a new slab for the new location of stairs. Installed a new landing to connect the stairs to the existing structure. Installed a new force main across the existing driveway and connected to an existing force main and to the headworks. Demolished &amp; removed the existing centrifugal blowers, piping, etc. and provided a temporary blower system during construction. Installed two new blowers, piping, valves, fittings and supports. Sitework included grading, paving and sodding.</p>
<p><b>Project Name:</b> Sewer Pump Station 26 Improvements</p> <p>Job No. 1420-18 Job No. 1446-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  City of Naples - Utilities Dept.                  380 Riverside Cir.                  Naples, FL 34102                  Allyson Holland                  (239) 213-4713  <a href="mailto:AMHolland@naplesgov.com">AMHolland@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b>                  Agnoli, Barber &amp; Brundage, Inc.                  7400 Tamiami Trail N.                  Naples, FL 34108                  (239) 597-3111                  Sean Hanes, P.E.  <a href="mailto:hanes@abbinc.com">hanes@abbinc.com</a></p> <p><b>Contract Date:</b> October 4, 2018  <b>Final Contract Amount:</b> \$196,260.00  <b>Completion Date:</b> July 17, 2019</p> <p><b>Project Description:</b>                  Replaced an existing 1960's era drywell sanitary pump station with a modern desgined submersible pump station. Demolition of the existing drywell and conversion of the wetwell. Complete installation including but not limited to all piping, concrete structures, fill, erosion control, temporary bypass systems, fencing and power.</p>	<p><b>Project Name:</b> RAS Valve Replacement</p> <p>Job No. 1430-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  City of Naples - Utilities Dept.                  380 Riverside Cir.                  Naples, FL 34102                  Allyson Holland                  (239) 213-4713  <a href="mailto:AMHolland@naplesgov.com">AMHolland@naplesgov.com</a></p> <p><b>Engineer - Address - Phone:</b>                  N/A</p> <p><b>Contract Date:</b> February 26, 2018  <b>Final Contract Amount:</b> \$34,582.39  <b>Completion Date:</b> August 9, 2019</p> <p><b>Project Description:</b>                  Replacement of an 18" Return Activated Sludge (RAS) line above ground assembly located with the Wastewater Treatment Plant</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><b>Project Name:</b> NCWRF Fall Protection Life Line System</p> <p>Job No. 1370-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112</p> <p>Paul Abbott, PM  <a href="mailto:Paul.Abbott@colliercountyfl.gov">Paul.Abbott@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Wood. Plc                  281 Airport Rd. S.                  Naples, FL 34104                  (239) 643-4747                  Angel Rodriguez, CFM FMP  <a href="mailto:angel.rodriguez@woodplc.com">angel.rodriguez@woodplc.com</a></p> <p><b>Contract Date:</b> March 25, 2019  <b>Final Contract Amount:</b> \$192,800.27  <b>Completion Date:</b> August 2, 2019</p> <p><b>Project Description:</b>                  AERATION BASIN                  Installed thirteen 241' overhead cable lifeline fall protection systems                  AERATED SLUDGE HOLDING TANK                  Install two 140' Overhead cable lifeline fall protection systems, three 150' overhead cable lifeline fall protection systems, ten compression braces, ten lifeline trolleys</p>	<p><b>Project Name:</b> Oil Well Road Force Main Improvements</p> <p>Job No. 1320-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-5372                  Wayne Karlovich, PE  <a href="mailto:Wayne.Karlovich@colliercountyfl.gov">Wayne.Karlovich@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Johnson Engineering                  2122 Johnson St.                  Ft. Myers, FL 33901                  (239) 334-0046                  Mike Dickey, P.E.  <a href="mailto:msd@johnsoneng.com">msd@johnsoneng.com</a></p> <p><b>Contract Date:</b> December 3, 2018  <b>Final Contract Amount:</b> \$452,667.36  <b>Completion Date:</b> September 7, 2019</p> <p><b>Project Description:</b>                  Installed approximately 3700 LF of 8-inch, 10-inch and 12-inch wastewater force main.</p>
<p><b>Project Name:</b> Orange Tree Plant Force Main Improvements</p> <p>Job No. 1340-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-5372                  Wayne Karlovich, PE  <a href="mailto:Wayne.Karlovich@colliercountyfl.gov">Wayne.Karlovich@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Johnson Engineering                  2122 Johnson St.                  Ft. Myers, FL 33901                  (239) 334-0046                  Mike Dickey, P.E.  <a href="mailto:msd@johnsoneng.com">msd@johnsoneng.com</a></p> <p><b>Contract Date:</b> August 27, 2018  <b>Final Contract Amount:</b> \$152,660.15  <b>Completion Date:</b> September 26, 2019</p> <p><b>Project Description:</b>                  Installed approximately 1220 LF of 16-inch wastewater force main.</p>	<p><b>Project Name:</b> 95th Ave. N. Public Utilities Renewal</p> <p>Job No. 1500-18</p> <p><b>Owner - Address - Project Manager - Phone:</b>                  Collier County Public Utilities                  3339 Tamiami Trail E., Ste. 303                  Naples, FL 34112                  (239) 252-4233                  Corinne Trtan  <a href="mailto:Corinne.Trtan@colliercountyfl.gov">Corinne.Trtan@colliercountyfl.gov</a></p> <p><b>Engineer - Address - Phone:</b>                  Q. Grady Minor &amp; Associates                  3800 Via Del Rey                  Bonita Springs, FL 34134                  (239) 947-1144                  Justin Frederiksen, P.E.  <a href="mailto:jfrederiksen@gradymenor.com">jfrederiksen@gradymenor.com</a></p> <p><b>Contract Date:</b> June 26, 2018  <b>Final Contract Amount:</b> \$5,443,920.00  <b>Completion Date:</b> January 10, 2020</p> <p><b>Project Description:</b>                  Remove 6325 LF of 6-inch asbestos concrete water main piping;                  Install 6325 LF of new 8-inch water main piping, new fire hydrants, gate valves and water services. Install of new water services and relocation of water meters and backflow preventers.                  Remove 5600 LF of sewer pipe, concrete manholes and service laterals; installation of 5600 LF of new 8-inch sewer pipe, precast steel reinforced polymer concrete manholes. Replace sanitary sewer laterals. Remove and install new HDPE and RCP stormwater piping, catch basins, inline yard drains and mitered end sections. Restore driveways and rebuild the roadway and asphalt.</p>

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**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$-- 5% of attached bid---

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

Douglas N. Higgins, Inc.

hereinafter called the PRINCIPAL, and \_\_\_\_\_

Hartford Accident and Indemnity Company

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

having its principal place of business at One Hartford Plaza

\_\_\_\_\_ in the State of Connecticut

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

City of Key West

hereinafter called the OBLIGEE, in the sum of five percent of the attached bid

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for

**ITB # 20-001/ RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY  
DEEP WELL INJECTION PUMP AND HVAC** said Bid, by reference thereto, being hereby

made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

**ITB # 20-001 / RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY  
DEEP WELL INJECTION PUMP AND HVAC**

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 five (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 26th day of February, 2020.

PRINCIPAL Douglas N. Higgins, Inc.

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

STATE OF Michigan )  
  : SS  
COUNTY OF Washtenaw )

Hartford Accident and Indemnity Company

SURETY  
By Lisa M. Wilmot  
Lisa M. Wilmot, Attorney-in-Fact

FL Non-Resident Agent No. P017062  
ITB 20-001



# POWER OF ATTORNEY

**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HYLANT GROUP INC/ANN ARBOR  
 Agency Code: 35-350851

- 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** :

Susan E. Hurd, Vicki S. Duncan, Terri Mahakian, Monica M. Mills, Kristie A. Pudvan, Joel E. Speckman, Lisa M. Wilmot of ANN ARBOR, Michigan

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 May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, 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 Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

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 **February 26, 2020**  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

**ANTI – KICKBACK AFFIDAVIT**

STATE OF Michigan )  
 : SS  
COUNTY OF Washtenaw )

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

Sworn and subscribed before me this 26th day of February, 2020.

David J. Wilkie  
NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 05/20/2024

DAVID J. WILKIE  
Notary Public, Michigan  
County of Washtenaw  
My Comm. Expires 05/20/2024

**NON-COLLUSION AFFIDAVIT**

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

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

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

Sworn and subscribed before me this

26th day of February, 2020.

David J. Wilkie

NOTARY PUBLIC, State of ~~Florida~~ Michigan at Large

My Commission Expires: 05/20/2024

DAVID J. WILKIE  
Notary Public, Michigan  
County of Washtenaw  
My Comm. Expires 05/20/2024

SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid or Bid for Richard A. Heyman  
Environmental Protectin Facility Deep Well Injection Pump and HVAC

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

whose business address is 3390 Travis Pointe Road, 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

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

Kelly A. Wilkie  
(Signature) 02/26/2020  
\_\_\_\_\_  
(Date)

STATE OF Michigan

COUNTY OF Washtenaw

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 26th day of February, 2020.

My commission expires: 05/20/2024

David J. Wilkie  
\_\_\_\_\_  
NOTARY PUBLIC

DAVID J. WILKIE  
Notary Public, Michigan  
County of Washtenaw  
My Comm. Expires 05/20/2024

**INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Douglas N. Higgins, Inc.  
3390 Travis Pointe Road, Suite A

SEAL:

Ann Arbor, MI 48108  
Address

*Kelly A. Wilkie*  
Signature

Kelly A. Wilkie  
Print Name

Vice-President  
Title

DATE: 02/26/2020

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

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

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

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

Business Name Douglas N. Higgins, Inc. Phone: 305-292-7889  
 Current Local Address: 5509 5th Avenue, Unit #3 Key West, FL 33040 Fax: 305-292-7717  
 (P.O Box numbers may not be used to establish status)

Length of time at this address: 5 years

Kellya Wilkie Date: 02/26/2020  
 Signature of Authorized Representative

STATE OF Michigan COUNTY OF Washtenaw

The foregoing instrument was acknowledged before me this 26th day of February, 2020.

By Kelly A. Wilkie, of Douglas N. Higgins, Inc.  
 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification personally known as identification  
 (Type of identification)

David J. Wilkie  
 Signature of Notary

David J. Wilkie  
 Print, Type or Stamp Name of Notary

n/a DAVID J. WILKIE  
 Title or Rank Notary Public, Michigan  
County of Washtenaw  
 My Comm. Expires 05/20/2024

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



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

Business Name: DOUGLAS N HIGGINS INC

RECEIPT# 30140-62369

Owner Name: DOUGLAS N HIGGINS, DANIEL N HIGGINS  
Mailing Address: 5509 5TH AVE #3  
KEY WEST, FL 33040

Business Location: 5509 5TH AVE 3  
KEY WEST, FL 33040  
Business Phone: 305-292-7889  
Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 5

STATE LICENSE: CGC060189

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

Paid 102-18-00005683 07/29/2019 20.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2020

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Paid 102-18-00005683 07/29/2019 20.00

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Michigan )  
 : SS  
COUNTY OF Washtenaw )

I, the undersigned hereby duly sworn, depose and say that the firm of Douglas N. Higgins, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

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

Sworn and subscribed before me this

26th Day of February, 2020.

David J. Wilkie

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 05/20/2024

DAVID J. WILKIE  
Notary Public, Michigan  
County of Washtenaw  
My Comm. Expires 05/20/2024

**CONE OF SILENCE AFFIDAVIT**

STATE OF Michigan )  
 : SS  
COUNTY OF Washtenaw )

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

*Kelly A. Wilkie*

Sworn and subscribed before me this

26th Day of February, 2020.

*David J. Wilkie*  
\_\_\_\_\_

NOTARY PUBLIC, State of Michigan at Large

My Commission Expires: 05/20/2024

DAVID J. WILKIE  
Notary Public, Michigan  
County of Washtenaw  
My Comm. Expires 05/20/2024

## BIDDER'S CHECKLIST

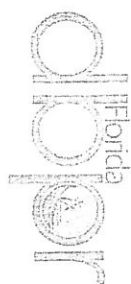
(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Bid filled in, using black ink.
3. Total and unit prices added correctly and attached Schedule of Values
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer and notarized.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

**HIGGINS, DANIEL NORMAN**

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

LICENSE NUMBER: CGC060189

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

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



# *State of Florida*

## *Department of State*

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

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 6, 2020, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of January, 2020*



*Randy R. ...*  
Secretary of State

Tracking Number: 6660225520CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CERTIFICATE OF SECRETARY

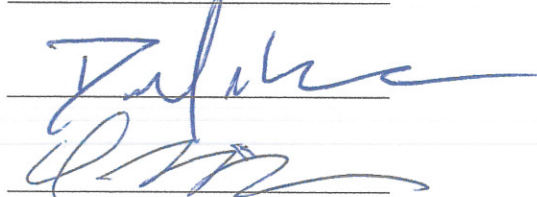
The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on April 1, 2018 and that said resolution is in full force and effect:

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

Matthew T. DeLuca

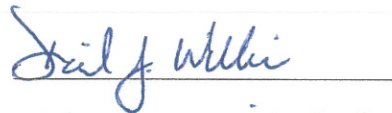


Daniel N. Higgins

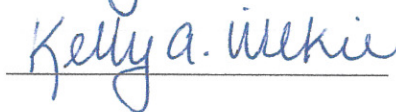


Douglas N. Higgins

David J. Wilkie



Kelly A. Wilkie



Kelly A. Wilkie  
Kelly A. Wilkie  
Secretary

Dated: April 1, 2018

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## **PART 2**

# **CONTRACT FORMS**

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

\_\_\_\_\_ Day of \_\_\_\_\_, A.D., 2020.

CITY OF KEY WEST

By \_\_\_\_\_ Attest \_\_\_\_\_

Title City Manager

CONTRACTOR

By \_\_\_\_\_ Attest \_\_\_\_\_

Title \_\_\_\_\_

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 \_\_\_\_\_, 2020, 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

relocation plan, the 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 \_\_\_\_\_, 2020, 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

GENERAL CONDITIONS  
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## **DEFINITIONS**

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

### **1. AS APPROVED**

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

### **2. AS SHOWN, AND AS INDICATED**

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

### **3. BIDDER**

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

### **4. CONTRACT DOCUMENTS**

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

### **5. CONTRACTOR**

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

### **6. CONTRACT COMPLETION**

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

### **7. DAYS**

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

### **8. DRAWINGS**

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

### **9. ENGINEER**

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

### **10. NOTICE**

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

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

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

#### **19. DISCREPANCIES AND OMISSIONS**

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

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

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

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

#### **20. CHANGES IN THE WORK**

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

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

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

#### **21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS**

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

#### **22. DOCUMENTS TO BE KEPT ON THE JOBSITE**

## **27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES**

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

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

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

## **28. REJECTED WORK**

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

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

## **29. LINES AND GRADES**

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

## **30. SUBMITTALS**

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

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

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

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

**B. CONTRACTOR AND SUBCONTRACTOR INSURANCE**

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

**C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

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

**D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)**

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

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

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

**E. BUILDERS RISK ALL RISK INSURANCE**

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

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

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

**F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

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.



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

#### **42. SAFETY**

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

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

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

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

#### **43. PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall at all times safely guard and Protect from damage the OWNER's Property, adjacent Property, and his own work from injury or loss in connection with this Contract. All facilities required for Protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained. The CONTRACTOR shall Protect his work and materials from damage due to the nature of the work, the elements, carelessness of other CONTRACTORS, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the Prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR.

#### **44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY**

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

#### **45. MATERIALS AND APPLIANCES**

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

**50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

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

**51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD**

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

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

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

**PROGRESS OF THE WORK**

**52. BEGINNING OF THE WORK**

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

**53. SCHEDULES AND PROGRESS REPORTS**

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

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

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

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, complete the work is the per-diem rate, as stipulated in the Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs, which may be accrued by the OWNER after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The OWNER shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

#### **59. DIFFERING SITE CONDITIONS**

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

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

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

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

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

#### **60. LIQUIDATED DAMAGES**

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

#### **61. OTHER CONTRACTS**

## **68. PAYMENT FOR CHANGE ORDERS**

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

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

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

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

### **A. UNIT PRICES**

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

### **B. LUMP SUM**

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

### **C. COST REIMBURSEMENT WORK**

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

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

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

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 may reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the CONTRACTOR is making satisfactory progress and there is no specific cause for a greater retainage. The OWNER may reinstate the retainage up to 10 percent if the OWNER determines, at his discretion, that the CONTRACTOR is not making satisfactory progress or where there is other specific cause for such withholding.

**D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED**

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

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 for any one item.
2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to include a list of such materials on the Partial Payment Request. At his sole discretion, the ENGINEER may approve items for which partial payment is to be made. Partial payment shall be based on the CONTRACTOR's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and Protection shall be provided by the CONTRACTOR, and as approved by the ENGINEER. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.
3. CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
4. If requested by the ENGINEER, the CONTRACTOR shall provide, with subsequent pay requests, invoices 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 90 days Prior to the scheduled day for payment will not be Processed or paid until the following month.

**SUPPLEMENTARY CONDITIONS**

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

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

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

ARTICLE 32 "CONTRACTOR, AN INDEPENDENT AGENT"

Add the following:

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

ARTICLE 34 "INSURANCE & LIABILITY"

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

Contractor shall maintain limits no less than those stated below:

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$300,000	Fire Damage/Legal
Additional Umbrella Liability	\$2,000,000	Occurrence/Aggregate
Workers Compensation	Statutory – Florida Benefits	
Bodily Injury Each Accident		\$1,000,000
Bodily Injury by Disease Each Employee		\$1,000,000
Bodily Injury by Disease Policy Limit		\$1,000,000

ARTICLE 35 "INDEMNITY"

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

INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

ARTICLE 39 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

A. 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.

B. "LICENSES"

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

ARTICLE 57 “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 60 "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 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 Bid. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as liquidated damages, which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor.

ARTICLE 68 “PAYMENT”

Sub article C. “COST REIMBURSEMENT WORK”

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



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.

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 (4) 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. Final payment will not be released until the City receives Certified As-built drawings in Auto Cad & Adobe format as well as:

