

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

BID FORM

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: Navy Mole Pier Electrical Distribution System Upgrades

City of Key West Project No.: ITB # 12-023

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

Name: _____

Telephone: 904-358-7344

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.

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 90 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 104 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1000 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$500 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 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. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

750 MCM CABLE

The unit price includes all labor, material and equipment necessary to remove the existing cable, inspect and clean the cable conduits, provide and install the new cable, and terminate all connections. Also included are any appurtenances necessary to perform this task.

SALVAGE 750 MCM CABLE

The Bidder agrees to salvage the existing 750 MCM cable and provide an amount to deduct from the Lump Sum Bid. This deduct includes transporting the cable for salvage.

ADDITIONAL BASLER RELAYS

The unit price includes all material and appurtenances required for installation and the required warranty.

ADDITIONAL CTs

The unit price includes all material and appurtenances required for installation and the required warranty.

ADDITIONAL 3200-AMP BREAKER

Bidder agrees to furnish to Owner 1 Each Eaton/Cutler Hammer – Style DSLII 632, 3200A frame, electrically operated, drawout breaker with DSLII FT32 Fuse Truck and with all appurtenances required for installation and the required warranty.

ADDITIONAL 1600-AMP BREAKER

Bidder agrees to furnish to Owner 3 Each Eaton/Cutler Hammer – Style DSLII 516, 1600A frame, electrically operated, drawout breaker with all appurtenances required for installation and the required warranty.

ADDITIONAL 800-AMP BREAKER

Bidder agrees to furnish to Owner 1 Each Eaton/Cutler Hammer – Style DSLII 308, 800A frame, electronically operated, drawout breaker with all appurtenances required for installation and the required warranty.

ADDITIONAL CONTROL SWITCHES

Bidder agrees to furnish to Owner 6 Each Control Switches with all appurtenances required for installation and the required warranty.

CONTINGENCY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Owner. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work as authorized by Work Change Directive (WCD).

POST COMMISSIONING ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen work that is identified after the system is commissioned. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Owner. The Owner will negotiate with the Contractor how each Commissioning Allowance will be spent prior to performing the work as authorized by Work Change Directive (WCD).

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

LUMP SUM BASE BID

A.	Electrical Distribution System Upgrades including but not limited to the replacement of defective Conductors (excluding 750 MCM Cable), , installation of nine (9) new relays, calibration and adjustment of all protective relays, removal and replacement of one-hundred and sixty-eight (168) C/Ts, removal and replacement of eight (8) receptacle cover switches (cubicles), removal and replacement of twenty-three (23) control switches, removal and replacement of four (4) momentary lock switches testing and rehabilitation of six (6) SF-6 switches, electrical system testing, and commissioning,			\$ 441,905.00
B.	750 MCM Cable	22,000 LF	\$ 30.11 /LF	\$ 662,420.00
C.	Salvage 750 MCM Cable	22,000 LF	\$ 5.75 /LF	(\$ 126,500.00)
D.	Additional Basler Relays	6 EA	\$ 4,300.00/EA	\$ 25,800.00
E.	Additional CTs	15 EA	\$ 355.00 /EA	\$ 5,325.00
F.	Additional 3200-amp Breaker with Fuse Truck	1 EA	\$ 95,100.00 /EA	\$ 95,100.00
G.	Additional 1600-amp Breaker	3 EA	\$ 56,730.00 /EA	\$ 170,190.00
H.	Additional 800-amp Breaker	1 EA	\$ 46,180.00 /EA	\$ 46,180.00
I.	<u>Additional Control</u> <u>Switches</u>	6 EA	\$ 605.00 /EA	\$ 3,630.00

J. Contingency Allowance	\$ 100,000.00
K. Post Commissioning Allowance	\$ 30,000.00
TOTAL LUMP SUM BID	\$ <u>1,454,050.00</u> (numerals)

One Million Four Hundred and Fifty-Four Thousand Fifty Dollars

(Amount written in words has precedence)

and zero Cents

(Amount written in words has precedence)

SUBCONTRACTORS

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

CE Testing Inc.

Name

<u>6148 Tim Crews Road</u>	<u>Macclenny</u>	<u>Florida 32063</u>
Street	City	State Zip

Eaton Electrical Services & Systems

Name

<u>1700 S. Powerline Road</u>	<u>Deerfield Beach</u>	<u>Florida 33442</u>
Street	City	State Zip

Name

_____	_____	_____
Street	City	State Zip

Name

_____	_____	_____
Street	City	State Zip

Surety

Surety Markets, Inc. _____ whose address is

1652 Emerson Steet Jacksonville Florida 32207
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Cogburn Bros., Inc.

_____ doing business at

3300 Faye Road Jacksonville Florida 32226
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:

Stan Brandies _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ___ day of _____ 20__.

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 15 day of May 20.

(SEAL)

Cogburn Bros., Inc.
Name of Corporation

By: Stan Brandies

Title: Vice President

Attest: Kathy Wise
Secretary Kathy Wise

END OF SECTION

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

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

1. This sworn statement is submitted with Bid or Proposal for Navy Mole Pier Electrical Distribution System Upgrades, City of Key West, Florida
2. This sworn statement is submitted by Cogburn Bros., Inc.
(name of entity submitting sworn statement)

whose business address is 3300 Faye Road, Jacksonville, Florida 32226

_____ and (if applicable) its Federal Employer

Identification Number (FEIN) is 59-1742857

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____)
3. My name is Stan Brandies
(please print name of individual signing)

and my relationship to the entity named above is Vice President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

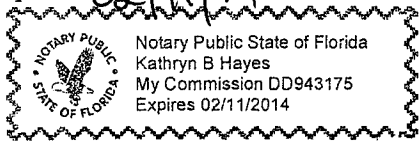
Stan Brandies
 (signature) Stan Brandies

 (date) May 15, 2012

STATE OF Florida
 COUNTY OF Duval

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

signature in the space provided above on this 15th of May, 2012.

My commission expires: 02/11/14


Kath B. Hayes
 NOTARY PUBLIC

**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 proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____ Phone: _____
 Current Local Address: _____ Fax: _____
 (P.O Box numbers may not be used to establish status)
 Length of time at this address _____

 Signature of Authorized Representative _____ Date _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
 By _____, of _____
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
 or has produced _____ as identification
 (type of identification)

 Signature of Notary

 Print, Type or Stamp Name of Notary

 Title or Rank

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

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. | [x] |
| 2. | All blank spaces in Proposal filled in, using black ink. | [x] |
| 3. | Total and unit prices added correctly. | [x] |
| 4. | Addenda acknowledged. | [x] |
| 5. | Subcontractors are named as indicated in the Proposal. | [x] |
| 6. | Company profile and experience record | [x] |
| 7. | Bid signed by authorized officer. | [x] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [x] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [x] |
| 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. | [x] |
| 11. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and three copies. | [x] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [x] |
| 13. | Bidder must provide satisfactory documentation of State Licenses | [x] |
| 14. | Anti-Kickback Affidavit. | [x] |
| 15. | Public Entity Crimes. | [x] |
| 16. | Local Vendor Certification. | [x] |
| 17. | Non-Collusion Declaration and Compliance. | [x] |
| 18. | Suspension and Debarment Certification | [x] |

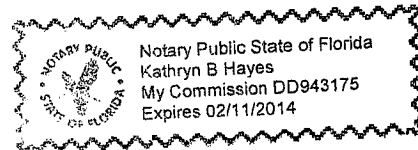
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF ~~MONROE~~)
 Duval

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: Stan Brandies
Stan Brandies, Vice President

Sworn and subscribed before me this
15th day of May, 2012
Kathryn B. Hayes
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 02/11/14

END OF SECTION

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	

<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p><i>(attach Continuation Sheet(s))</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p><i>SF-LLLA, if necessary)</i></p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ _____</p> <p>Print Name: _____ _____</p> <p>Title: _____ _____</p> <p>Telephone No.: _____ Date: _____ _____</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>

FORM DEP 55-221 (01/01)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: _____
 F.A.P. NO.: _____
 PARCEL NO.: _____
 COUNTY OF: _____
 BID LETTING OF: _____, _____

I, Stan Brandies, hereby
(NAME)
 declare that I am Vice President of Cogburn Bros., Inc.
(TITLE) (FIRM)
 Of Jacksonville, Florida 32226
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: Stan Brandies, Vice President
NAME AND TITLE PRINTED

WITNESS: Kurt B. H

BY: *Stan Brandies*
SIGNATURE

WITNESS: *Joseph H Seal*

Executed on this 16 day of May 2012

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

- (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
- (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Dated this day of, 20

By Stan Brandies

Authorized Signature/Contractor

Stan Brandies, Vice President

Typed Name/Title

Cogburn Bros., Inc.

Contractor's Firm Name

3300 Faye Road

Street Address

Building, Suite Number

Jacksonville, Florida 32226

City/State/Zip Code

904-358-7344

Area Code/Telephone Number

4992701

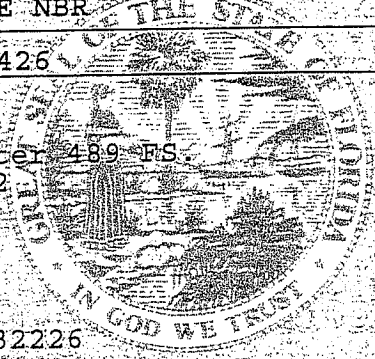
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L10061100971

DATE	BATCH NUMBER	LICENSE NBR
06/11/2010	098175171	EC0000426

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012



COGBURN, RONNIE L
COGBURN BROS, INC.
3300 FAYE RD
JACKSONVILLE

FL 32226

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

FLORIDA BID BOND

BOND NO. n/a

AMOUNT: \$ n/a

KNOW ALL MEN BY THESE PRESENTS, that Cogburn Bros., Inc.

hereinafter called the Contractor (Principal), and Western Surety Company

a corporation duly organized and existing under and by virtue of the laws of the State of South Dakota, ~~Florida~~, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five Percent of Amount Bid

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for NAVY MOLE PIER ELECTRICAL DISTRIBUTION SYSTEM UPGRADES, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

NAVY MOLE PIER ELECTRICAL DISTRIBUTION SYSTEM UPGRADES

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

436331A.GNI

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 awarded base bid, satisfactory to the Owner, 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 16th day of May, 2012.

Cogburn Bros., Inc.

Principal

By: Kath M. Wise

Western Surety Company

Surety

By: Terry F. Vliek

Attorney-In-Fact, Terry F. Vliek
Florida Licensed Resident Agent

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Terry F Vliek, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2006.



WESTERN SURETY COMPANY

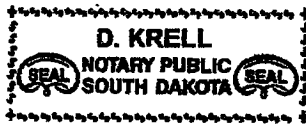
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of October, 2006, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of May, 2012



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2012

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

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

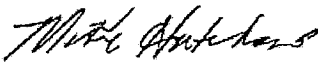
PRODUCER Greene-Hazel and Associates, Inc. 10739 Deerwood Park Blvd S 200 Jacksonville FL 32256	CONTACT NAME: Judy Dupries PHONE (A/C No. Ext): 904-398-1234 E-MAIL ADDRESS: certificates@greenehazel.com	FAX (A/C No.): 904-396-7432													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: FCCI Insurance Co.</td> <td>10178</td> </tr> <tr> <td>INSURER B: Navigators Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FCCI Insurance Co.	10178	INSURER B: Navigators Insurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 318712832 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL0011589	4/1/2012	4/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA0018091	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0012205	4/1/2012	4/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Coverage			SF11ECP612604NC	6/5/2011	6/5/2013	Poll Limit \$5,000,000

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

CERTIFICATE HOLDER City of Key West P.O. Box 1409 Key West FL 33041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

138700

DATE (MM/DD/YYYY)
2/29/2012

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

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PRODUCER Commercial Lines - (407) 650-9440 Wells Fargo Insurance Services USA, Inc. 800 N. Magnolia Avenue, Suite 106 Orlando, FL 32803	CONTACT NAME: Kim McGee
	PHONE (A/C, No, Ext): 407-481-1613 FAX (A/C, No): 877-302-4034
	E-MAIL ADDRESS: kimberly.mcgee@wellsfargo.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Seabright Insurance Company 15563
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:


COVERAGES CERTIFICATE NUMBER: 3973568 REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	BB1122904	03/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City Hall Annex

CERTIFICATE HOLDER City of Key West P.O. Box 1409 Key West FL 33040-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Jacksonville, FL 32226-2329
904-358-7344

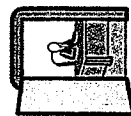
Estimating/Project Management

- Troy Carver
- Gary Zamaites
- Mike Gibbons
- Doug Fields
- Bill Capps
- Greg Lea
- Damon Driggers



Safety Director

Ron Hall



MANAGEMENT

- Larry Cogburn / PRESIDENT
- Ron Cogburn / CEO
- Kathy Wise / Corp Secretary



Accounting

- Accounts Payable / Kathy Wise
- Accounts Receivable / Kathy Hayes
- Secretary / Jan Siegel
- Project Manager Assistant / Kristie Kincade



Stan/
Scott



Tony
Lederman



Mike
Kistner

- Doug Cogburn
- Raymond Smith
- Wes Wheeler

Carl Williams



QUALITY ASSURANCE

PROJECT CONTROL CAPABILITY

INTRODUCTION

Thank you for your interest in Cogburn Bros., Inc. I would like to take this opportunity to showcase our abilities in the field of design-build electrical contracting services. Since our formation in 1977, our company has been growing and adapting to meet the needs of our customers and clients in the ever changing world of construction and design. Starting out as primarily a bid-construct company, Cogburn Bros. has crossed the threshold into the expanding field of design-build services. We have found that we can give customers better value by partnering and sharing in the responsibilities of project inception, design and ultimately, construction.

MISSION AND GOALS

Our corporate mission is to provide electrical construction services in a manner that will exceed the expectations of our client. Our goal is to provide a quality project, on time, and within the allotted budget. We strive for excellence and stress safety on every project, every time.

PHILISOPHY OF DESIGN-BUILD

By its name, Design-Build implies two distinct process, that of the project design, and that of the construction or build phase. Cogburn Bros., Inc. works to simultaneously combine the two processes and form a seamless relationship. In this way, we can integrate our process and deliver effective and cost savings solutions. It can be proven that design-build is a successful way to lower costs, reduce the amount of time of design and construction, and give the customer a finished product that he is completely satisfied with.

HISTORY

Cogburn Bros Inc was started in 1977 in Jacksonville, Florida. The company is owned and operated by the two founders, Ronnie L. Cogburn CEO, and Larry D. Cogburn, President. Both of whom are in active control of the operations of the company. Throughout the 1980's and 1990's Cogburn established a reputation as an outstanding electrical contractor in the field of industrial construction, and specialized in the water and wastewater industry as well as in production plants and process instrumentation. In the 1990's, Cogburn entered the design build market, and has been growing in that segment ever since. We can handle projects ranging from small maintenance programs, to multi-million dollar construction projects.

3300 Faye Road, Jacksonville, FL 32226
Phone 904-358-7344 Fax 904-358-2805
EC-0000426

MANAGEMENT

Through our team of experienced professionals, we will work closely with our customers, building relationships and learning and understanding the requirements unique to each customer. We can draw upon years of practical experience to recommend time and cost saving ideas to each client. Our management staff has remained loyal to our company, and many of them have been with us for over 20 years.

FIELD STAFFING

Our field superintendents and foreman have extensive field management expertise. They have typically received advanced educational opportunities and strive to maintain an efficient and safe worksite. These field managers are provided with CPR and first aid training, and continually update their knowledge of OSHA and other safe work practices. All of our electricians have been through an intensive apprenticeship program, and all of them have field experience in the industrial market. All of our electricians hold either a journeyman or master craftsman certificate.

COMMUNICATION

Over the last several years, Cogburn has invested heavily in the technology required to operate in the current market. We have equipped all our staff with mobile phones, and everyone has a direct line phone number to their office. Our field offices are equipped with Internet access, and even our field managers have access to email on a daily basis. Our company has familiarity with the more popular construction management software, including Expedition and Autodesk. We are able to handle scheduling through Microsoft Project and Primavera. We strive to keep our clients and partners fully informed as we all work together to make each project a success.

AWARDS

Cogburn has been recognized many times over the past few years for contributions to the industry, for safety and for personal accomplishments. Cogburn has been awarded the Anheuser Busch "Proud to be Safe" award, an "Outstanding Safety Award" from MWH Constructors, the National Electrical Contractors Association James H. McGraw Award, and most recently an award from the Design Build Institute of America for the Ave Maria Project in Florida.

CONCLUSION

In closing, we understand that companies are investing heavily in capital expansions and are always looking for other firms with whom they can partner in order to get the best value for their money. It is our hope that you will consider Cogburn Bros., Inc. to be one of those partners

3300 Faye Road, Jacksonville, FL 32226
Phone 904-358-7344 Fax 904-358-2805
EC-0000426



Current Major Projects COMPLETED

<p>Cogburn Job Number: 821</p> <p>Project Name: Arlington East</p> <p>Cogburn Project Manager: Scott Sullivan Phone: 904-358-7344</p> <p>Contract Amount: \$2,600,000.00</p> <p>Project Owner: JEA</p> <p>Project General Contractor: Meadors Construction Co. Contact: John Chase Phone: 904-695-9290</p> <p>Started: 05-21-2008 - Completed: 09-05-2010</p>	<p>Cogburn Job Number: 832</p> <p>Project Name: Point Peter 4.0 Expansion</p> <p>Cogburn Project Manager: Stan Brandies Phone:</p> <p>Contract Amount: \$3,300,000.00</p> <p>Project Owner: City of St. Marys</p> <p>Project General Contractor: The Haskell Company Contact: Will English Phone: 941-791-4500</p> <p>Started: 08-05-2008 - Completed: 02-17-2011</p>
<p>Cogburn Job Number: 642</p> <p>Project Name: Everest WRF Cape Coral WW-1 C.3</p> <p>Cogburn Project Manager: Doug Cogburn Phone: 904-358-7344</p> <p>Contract Amount: \$15,565,000.00</p> <p>Project Owner: City of Cape Coral</p> <p>Project General Contractor: MWH Constructors Inc. Contact: Jay Pellegrino Phone: 239-458-4729</p> <p>Started: 06-14-2006 - Completed: 10-09</p>	<p>Cogburn Job Number: 750</p> <p>Project Name: Shady Hill WWTF Expansion</p> <p>Cogburn Project Manager: Mike Kistner Phone: 904-358-7344</p> <p>Contract Amount: \$11,300,000.00</p> <p>Project Owner: Pasco County Purchasing Dept.</p> <p>Project General Contractor: Brasfield & Gorrie LLC Contact: Robert Vaughan Phone: 205-328-4000</p> <p>Started: 08-13-2007 - Completed: 07-2010</p>
<p>Cogburn Job Number: 944</p> <p>Project Name: North Lee County ROWTP</p> <p>Cogburn Project Manager: Raymond Smith Phone: 904-358-7344</p> <p>Contract Amount: \$1,879,800.00</p> <p>Project Owner: Lee County BOCC</p> <p>Project General Contractor: Mitchell & Starke Construction Contact: Michael P. Westhafer Phone: 239-597-2165</p> <p>Started: 11-30-2009 - Completed: 12-2011</p>	<p>Cogburn Job Number: 819</p> <p>Project Name: Burnt Store RO WTP</p> <p>Cogburn Project Manager: Wes Wheeler Phone: 904-358-7344</p> <p>Contract Amount: \$1,500,000.00</p> <p>Project Owner: Charlotte County Purchasing Dept.</p> <p>Project General Contractor: Wharton-Smith Inc. Contact: Billy Logan Phone: 813-288-0068</p> <p>Started: 05-20-08 - Completed: 09-2010</p>

<p>Cogburn Job Number: 900</p> <p>Project Name: Poinciana WRF #2</p> <p>Cogburn Project Manager: Stan Brandies Phone: 904-358-7344</p> <p>Contract Amount: \$1,267,869.00</p> <p>Project Owner: Toho Water Authority</p> <p>Project General Contractor: Encore Construction Contact: Nolan Hake Phone: 407-877-5903</p> <p>Started: 01-03-2009 - Completed: 08-2010</p>	<p>Cogburn Job Number: 827</p> <p>Project Name: ECUA Pensacola</p> <p>Cogburn Project Manager: Stan Brandies Phone: 904-358-7344</p> <p>Contract Amount: \$12,600,000.00</p> <p>Project Owner: Emerald Coast Utilities Authority</p> <p>Project General Contractor: Brasfield & Gorrie Contact: Ed Whatley Phone: 205-328-4000</p> <p>Started: 06-30-2008 - Completed: 05-2011</p>

Cogburn BROS. INC.



Cogburn Bros., Inc.

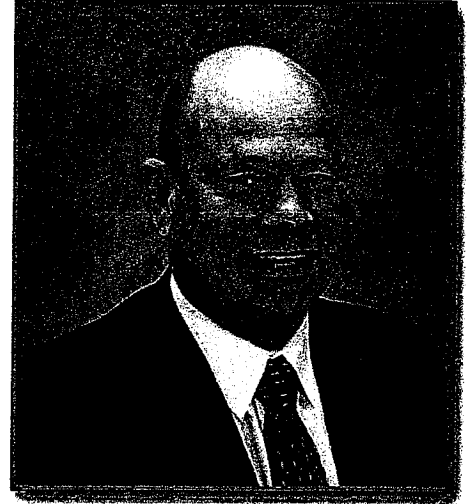
Providing Excellent Electrical and Mechanical Contracting Service to Customers since 1977



From the President

When my brother Ronnie and I set out in 1977 to establish our electrical contracting business, we quickly formed a competent team of employees and began to establish our name within the local community. Over time we soon became known as a contractor that provided dependable service and quality work. We learned that quality, service and safety are key ideals that all of our clients valued.

Within a few years, Cogburn became to be known as a specialist in electrical contracting for water and wastewater treatment plants, industrial facilities and manufacturing plants. More recently, we have also entered into mechanical and construction projects with some of the very same customers we started with years ago.



Your interest in our company shows that you share the same philosophy of dependable service and quality workmanship. It also provides us with an occasion to showcase our workforce and services that we can offer to you. I invite you to take this opportunity to review the information contained in this brochure and see for yourself how we can help your organization.

On behalf of my brother Ronnie and myself, and the employees of Cogburn Bros., Inc., we thank you for the time to consider our potential.

Larry D. Cogburn

Larry D. Cogburn

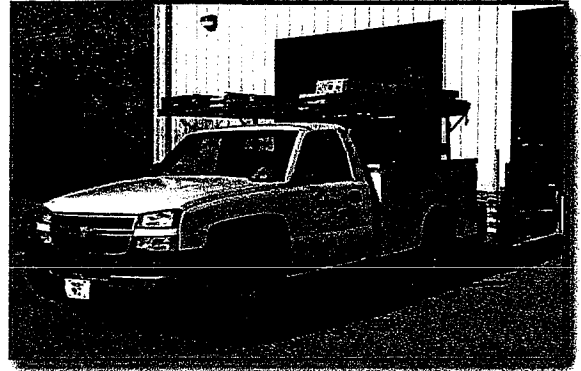
President

Cogburn Bros., Inc.

Who We Are & What We Do



Cogburn Bros., Inc is an Electrical and Mechanical Contractor located on the north side of Jacksonville, Florida.



Cogburn Bros. works in the field of industrial construction, specializing in water and wastewater, production plants, design-build, and process instrumentation. We can handle projects ranging from maintenance programs to multi-million dollar construction projects. Cogburn Bros., Inc. can tailor our capabilities to meet your specialized requirements.

The company was founded in 1977 by brothers Ronnie & Larry Cogburn. Both brothers are in active control of the operations of the company.

Company Mission

- To provide construction services in a manner that will exceed the expectations of our client.

Company Goal

- To provide a quality project, on time, and within the allotted budget.
- To strive for excellence and safety on every project, every time.

The Management Staff of Cogburn is well educated and organized. We have a competent group of managers, estimators, and administrative persons who can quickly respond to the customer's needs. All of our higher management has combined practical field experience with college education. The company has several qualifying agents who hold state certified licenses.

The workers employed by Cogburn are the best in the trade. They have been trained through a broad apprenticeship program and all have extensive field experience. Most of our electricians hold either a journeyman or master craftsman certificate. Additionally, all of our foreman have completed the National Electrical Contractors Association course in Foremanship.



Licensed in the following areas:

- Building Contractor
- Electrical Contractor
- Mechanical Contractor
- Pollution Storage Systems
- Underground Utility & Excavation

Water/Wastewater



Cogburn Bros., Inc. is a leader in providing electrical contracting services to municipal utility departments throughout the southeastern United States. We have worked on small package plants, and projects that have capacities of hundreds of millions of gallons per day. We install the electrical systems that power the equipment used to clarify and purify water for consumption. With the safety of our water supply system being of utmost importance, Cogburn is proud to be affiliated with these projects that help to ensure the safety of our drinking water supply.

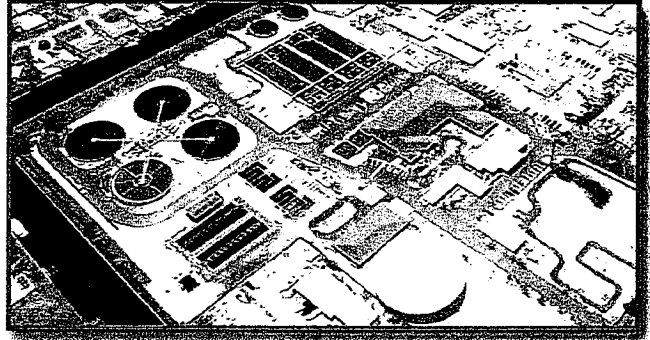
Each project is staffed with qualified and trained electricians who are knowledgeable in the special skills required to work at a treatment plant. Our electricians are educated through an intensive apprenticeship program and most have countless years of on the job training in this specialty

Type of Facilities:

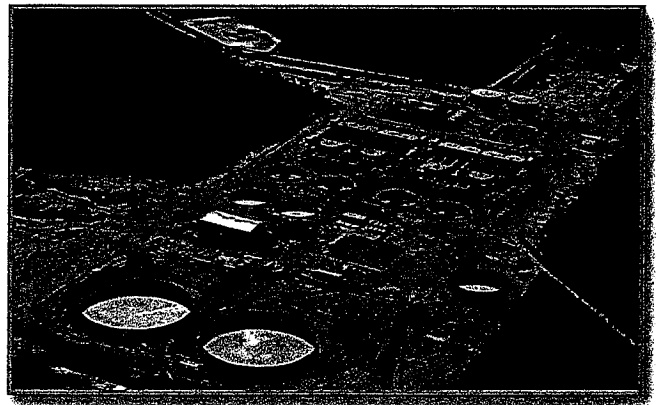
- Water Treatment Plants
 - Reverse Osmosis
 - Membrane Filtration
 - Lime softening and sand filters
 - Chemical treatment, including chlorine, fluoride and carbon dioxide
 - Ozone treatment
 - Wastewater Treatment Plants
 - Biological treatment process
 - Ultraviolet Disinfection
 - Membrane Bioreactor Systems
 - Sewage Pump Stations
 - Odor Control systems
 - Landfills
 - Raw Water Production Wells
 - Reclaimed Water production and distribution
-

Typical Water/Wastewater Projects

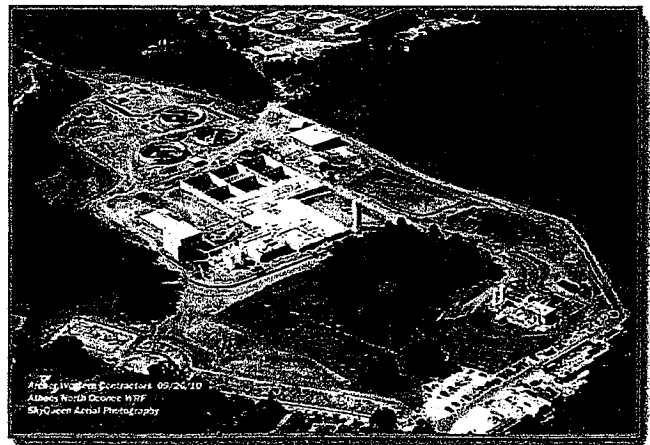
- Everest Water Reclamation Facility
1818 Everest Parkway
Cape Coral, Florida 33904
Owner: City of Cape Coral
Client: Montgomery Watson Harza
\$15.6 million dollar project



- Emerald Coast Authority Central Water Reclamation Facility
2990 Old Chemstrand Road
Cantonment, Florida 32533
Owner: Emerald Coast Authority
Client: Brasfield & Gorrie, LLC
\$12.6 million dollar project



- Athens North Oconee Water Reclamation Facility
440 Bailey Street
Athens, Georgia 30605
Owner: Unified Government of Athens-Clarke County
Client: Archer Western Contractors
\$13.2 million dollar project



Design Build



By its name, Design-Build implies two distinct processes, that of the project design and that of the construction or build phase. Cogburn Bros., Inc works to simultaneously combine the two processes and form a seamless relationship. In this way, we can integrate our process and deliver effective and cost saving solutions.

It can be proven that design-build is a successful way to lower costs, reduce the amount of time of design and construction, and give the customer a finished product that he/she is completely satisfied with.

Cogburn Bros. works in the field of industrial construction, specializing in water and wastewater, production plants, design-build, and process instrumentation. We can handle projects ranging from maintenance programs to multi-million dollar construction projects.

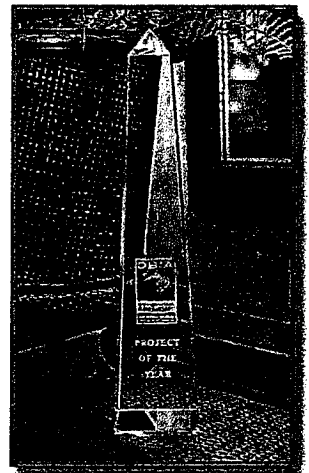
Design Build Awards

2008 National Design-Build Awards Competition



Design-Build Excellence Award
Water/Wastewater over \$15 Million
Bonita Springs East Water Reclamation Facility

2009 DBIA Project of the Year
Ave Maria WWTP & WTP

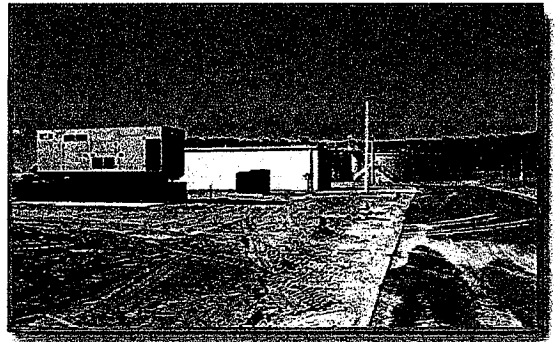


Typical Design-Build Projects

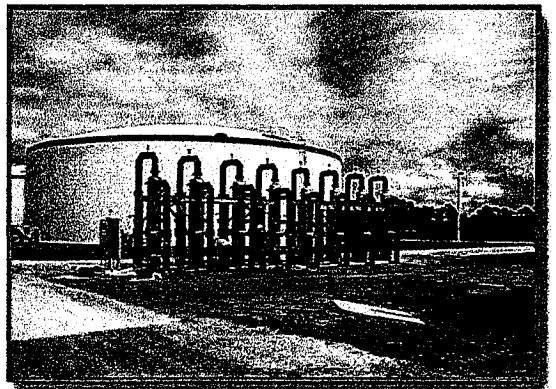
- Bonita Springs East Water Reclamation Facility
25500 Wellfield Road
Bonita Springs, Florida 34135
Owner: Bonita Springs Utilities, Inc
Client: CH2M Hill, Inc – Bonita Springs
\$3.2 million dollar project



- Ave Maria Design Build
5325 Ave Maria Blvd. N
Immokalee, Florida 34142
Owner: Ave Maria Utility Company, LLP
Client: CH2M Hill Constructors, Inc
\$1.1 million dollar project



- North Lee County ROWTP
18250 Durrance Road
North Ft. Myers, Florida 33917
Owner: Lee County BOCC
Client: Mitchell & Starke Construction Company
\$1.8 million dollar project



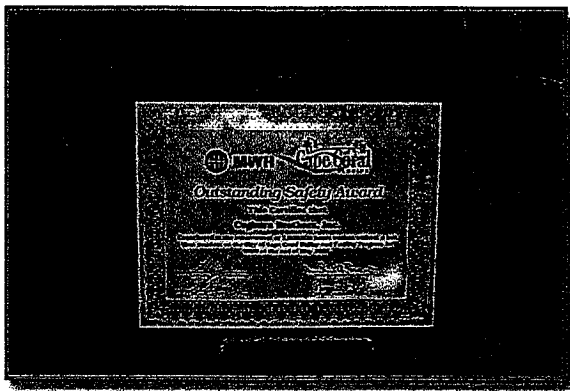
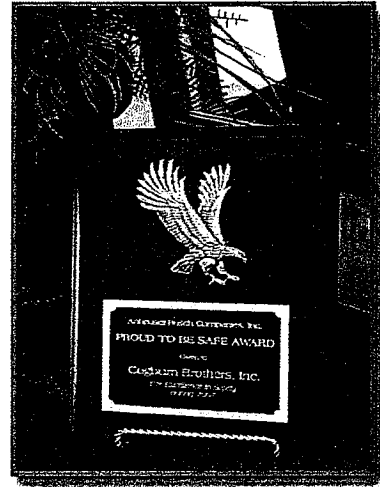
Safety



Cogburn is proud of our employees and their quality of work, we are also excited by and pleased of our excellent safety record. We promote a strong Safety Program that provides for Safety, Education, and compliance with Federal, State, and Local Regulations on the jobsite. Cogburn is committed to providing a safe workplace for each and every individual. Our goal is "0" injuries. We believe safety is the responsibility of every employee of Cogburn Bros., Inc.

Safety Awards

Anheuser-Busch Companies, Inc
Proud to Be Safe Award 1996, 2007



MWH Outstanding Safety Award 2007
City of Cape Coral Utility & Facility Program

Our Safety Program includes:

- Monthly Site Inspections
- Safety Education offered to Employees
 - Arc Flash, Confined Space, Excavations, etc.
- Weekly Tool Box Talk
- Annual Safety Meeting for All Employees

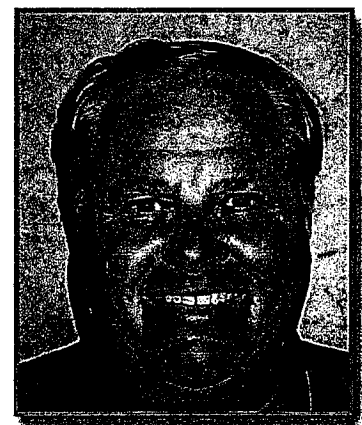


Cogburn Safety Performance

- Rates are upgraded annually
- Consistently maintained an EMR less than 1.0 since 1998
- Current EMR's and Safety Data supplied separately
- The Cogburn Safety Manual is quite extensive and covers a variety of safety topics. A copy is available in paper or on CD upon request.

Safety Director

Cogburn Bros., Inc safety program is directed by Ron Hall. He is an OSHA Outreach Instructor and is CPR, First Aid, and AED certified. He conducts the monthly site inspections as well as our annual safety meeting.



References



Cogburn Bros., Inc has built our business on reputation, providing quality work to each of our many clients. One of a business's best marketing devices is most often word of mouth. We invite you to ask the people who know us best about our level of commitment to exceptional electrical service.

General Contractors

- Brasfield & Gorrie LLC
Birmingham, Alabama
- Cardinal Contractors, Inc.
Sarasota, Florida
- Haskell
Jacksonville, Florida
- Indian River Industrial Contractors, Inc.
Jacksonville, Florida
- Ortega Industrial Contractors, Inc.
Jacksonville, Florida
- Reynolds, Inc.
Jacksonville, Florida
- Sawcross, Inc.
Jacksonville, Florida
- Westra Construction Corporation
Palmetto, Florida

Owners

- Cedar Bay Generating Station
Jacksonville, Florida
 - Georgia Pacific
Palatka, Florida
 - Hillsborough County
Florida
 - JEA Power & Water
Jacksonville, Florida
 - Lee County Public Utilities
Florida
 - Metal Container Corporation
Jacksonville, Florida
 - Naval Aircraft Station, US Navy
Jacksonville, Florida
 - Owens Corning
Jacksonville, Florida
 - Packaging Corporation of America
Valdosta, Georgia
 - Pepsi Beverages Company
Jacksonville, Florida
 - Smurfit Stone
Fernandina, Florida
 - United States Gypsum
Jacksonville, Florida
-

Engineers

- Black & Veatch Engineering
Orlando, Florida
- Camp, Dresser, McKee
Maitland, Florida
- CH2M Hill Inc
Gainesville, Florida
- David Lassetter, P.E.
Jacksonville, Florida
- EMI Consulting Specialties, Inc
Groveland, Florida

Vendors

- Cutler Hammer
Jacksonville, Florida
- Englewood Electric Supply
Jacksonville, Florida
- Graybar Electric Supply
Jacksonville, Florida
- Rockwell Automation/Allen Bradley
Tampa, Florida
- Square D
Jacksonville, Florida
- World Electric Supply
Jacksonville, Florida

Professional Associations

- First Coast Manufacturers Association
Jacksonville, Florida
- International Association of Electrical Inspectors
North Florida Chapter
- Institute of Electrical and Electronics Engineers (IEEE)
New York, NY
- Instrumentation Society of America
- Jacksonville Master Electrician's Association
Jacksonville, Florida
- National Electrical Contractor's Association
Jacksonville, Florida



Mechanical Division



In 1997, Cogburn established a mechanical division to allow the company to provide full service contracting to all our customers.

We are proficient in the fabrication and installation of process piping for all types. We can provide installation and maintenance of mechanical systems and all types of processed industrial machinery.

Through cooperation with our Electrical Division, we have the ability to bring a single point solution to our clients and can offer a simplified approach to otherwise complex projects.

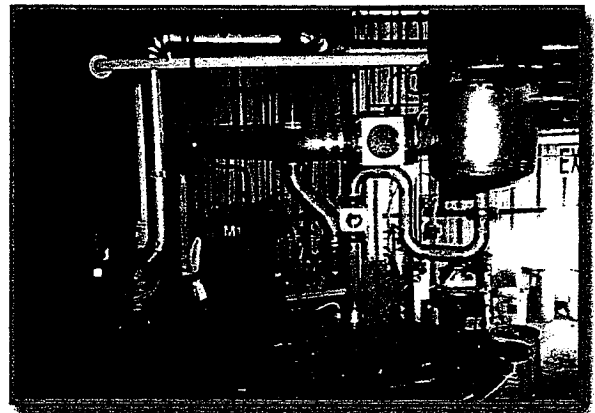
Qualifications

Cogburn Bros Mechanical Division has a "Qualified Contractor" Status from the following organizations:

- IS Network
- Pacific Industrial Contractor Screening

Performing Work Such As:

- Process Piping and Equipment
- Boiler and Steam Systems
- Miscellaneous Maintenance Work
- Concrete Work
- Medical Gas Systems
- Plumbing Systems





The Cogburn Mechanical Division is led by Project Manager Troy Carver. Troy has been with Cogburn Bros., Inc since 1988 working in the field as a helper moving up to Estimator/Project Manager in 2000. Troy graduated from the IBEW-Apprenticeship in 1993. He holds an Electrical Contractors License, Mechanical Contractors License, and General Contractors License.

The Mechanical Division of Cogburn Bros employs pipefitters, millwrights, electricians, and concrete workers.

Working in Places Such As:

- Georgia Pacific Palatka
- Smurfit Stone Fernandina
- Reichold
- Renessenz

Members of the Following Organizations

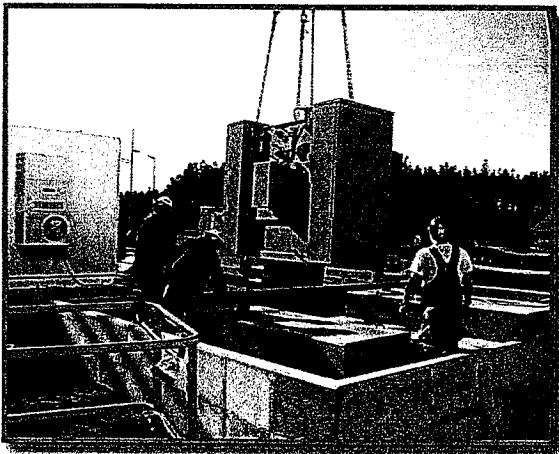
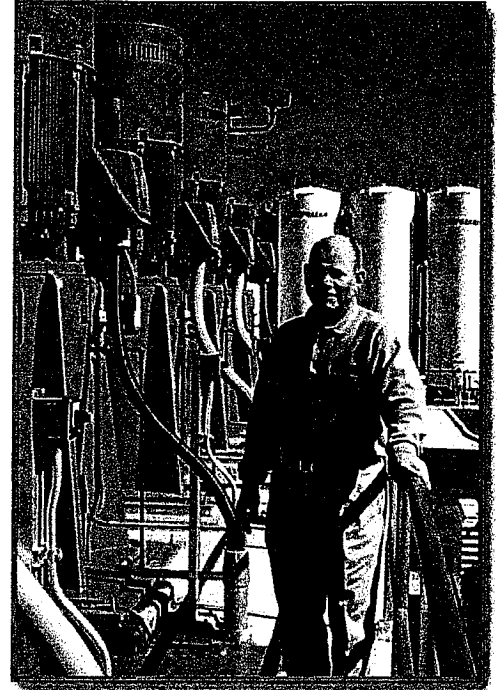
- First Coast Manufacturers Association
- Instrumentation Society of America
- Jacksonville Master Electricians Association
- National Electrical Contractors Association

Electrical Division



At Cogburn Bros., we have been working for the past 35 years to provide our customers with a new standard for quality electrical installations and excellence in safety and operational utility.

Cogburn Electric understands the highly specialized and technical needs of production plants and process systems. We have the technical expertise, management experience, qualifications and financial ability to see that jobs get done safely and quickly. We recognize how power, control and communications systems work and how they are installed and utilized.



Cogburn primarily provides services in the Florida, Georgia and Carolina areas; our recent growth has expanded our capabilities throughout the southeast, including Alabama, Texas and Louisiana. Cogburn has the ability to operate independently and interact with customers as a prime contractor. We also can provide value engineering services on every project. Through cooperation with our Mechanical Division, we

have the ability to bring a single point solution to our clients and can offer a simplified approach to otherwise complex projects. In this case, our management capability is as valuable as our technical abilities.

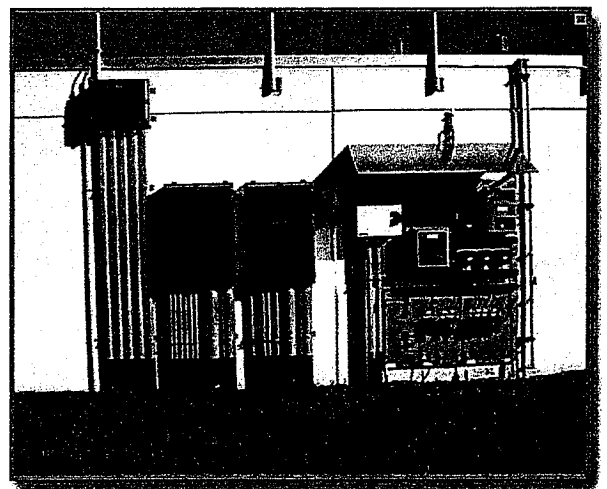
Performing work such as:



The services we offer include general electrical installations, high-voltage work, generator installations, data and communications work, solar photo-voltaic installations, maintenance work, and we have a strong history of design-build projects.

Areas of Expertise:

- Water and Sewer Treatment Plants
- Pump stations and lift stations
- Process plants
- Breweries
- Can manufacturing facilities
- Pulp and paper mills
- Naval bases and other military installations
- Instrumentation and control systems
- High voltage wiring and switchgear
- Standby and prime power generator systems
- SCADA systems
- Copper and fiber optic cable installation
- Underground conduit and ductbank installation





License Numbers:

- Alabama Electrical Contractor: 01738
- Florida Certified State Electrical Contractor: EC-0000457
- Florida Certified Building Contractor: CB-C054556
- Florida Certified Mechanical Contractor: CM-C056960
- Florida Certified Pollutant Storage System Contractor: PC-C056557
- Florida Certified Underground Utility & Excavation Ctr: CU-C056658
- Georgia Unlimited Electrical Contractor: EN002772
- Louisiana Electrical Work (Statewide): 54509
- North Carolina Unlimited Electrical Contractor: 1193400-U
- South Carolina Unlimited Electrical Contractor: 103321
- Texas State Electrical Contractor: EC-27835
- Texas State Master Electrician: ME- 234400



Cogburn Bros., Inc
3300 Faye Road
Jacksonville, Florida 32226

Phone 904-358-7344
Fax 904-358-2805

www.cogburnbros.com