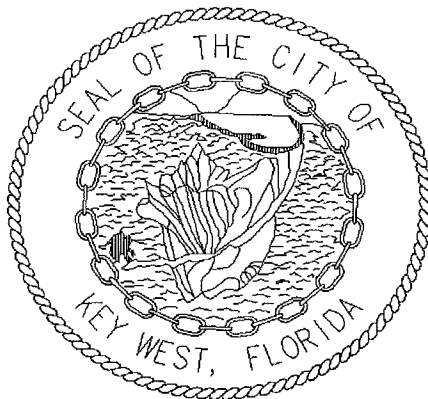


CONTRACT DOCUMENTS FOR:



NORTHSIDE DRIVE STORMWATER MITIGATION

May 2010

PROJECT No. GN-0717

(FDOT FEDERAL FUNDS LAP AGREEMENT# 4227-18-1)

MAYOR: CRAIG CATES

COMMISSIONERS:

BARRY GIBSON

MARK ROSSI

BILLY WARDLOW

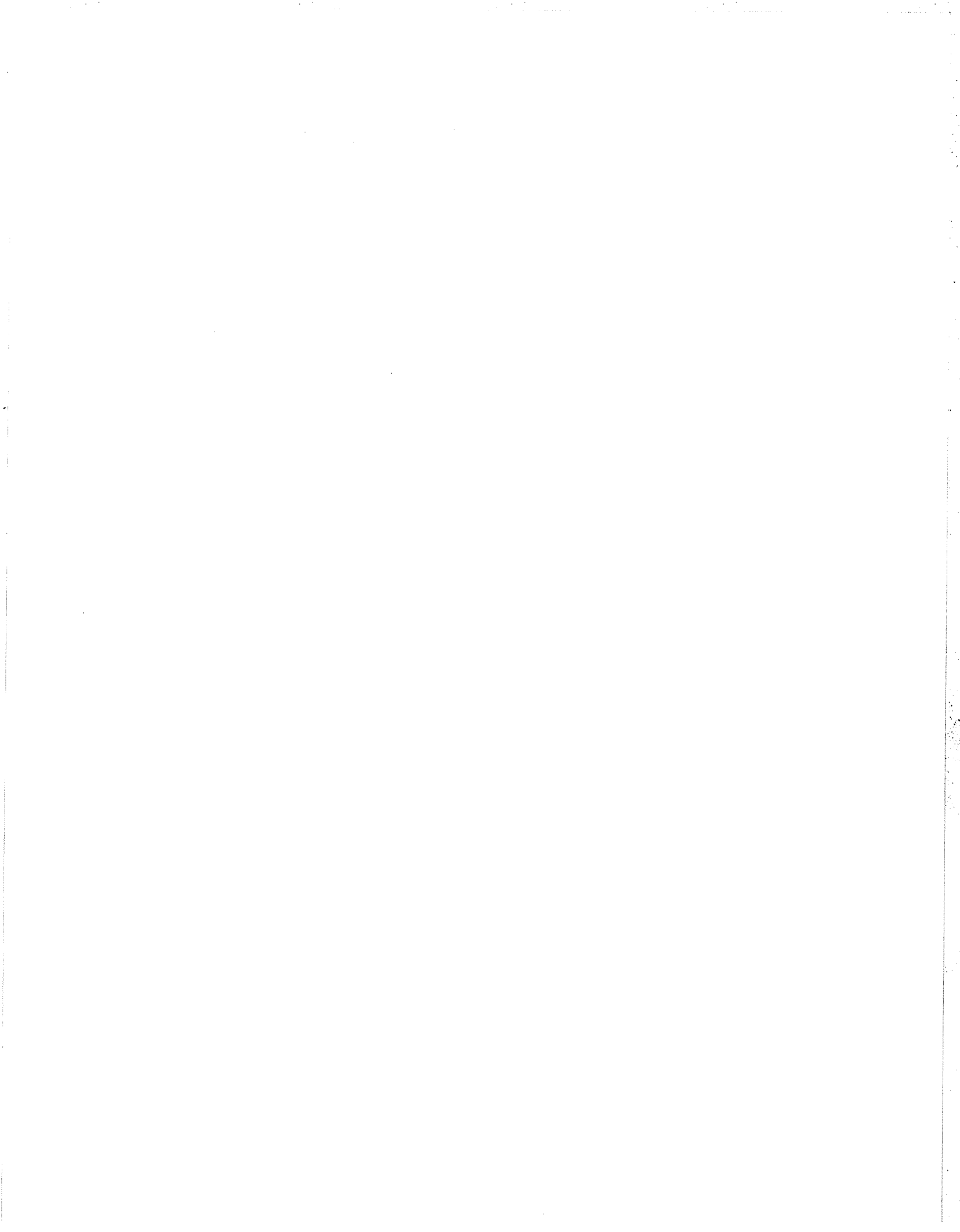
CLAYTON LOPEZ

JIMMY WEEKLEY

TERI JOHNSTON

PREPARED BY:
CITY OF KEY WEST
GENERAL SERVICES

COPY NO. _____



CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

NORTHSIDE DRIVE
STORMWATER MITIGATION

CONSISTING OF:
BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
SPECIFICATIONS
DRAWINGS

CITY OF KEY WEST
GENERAL SERVICES
KEY WEST, FLORIDA

MAY 2010

Project No. GN-0717

Copy No.

CONTENTS

| | <u>Pages</u> |
|---|--------------|
| <u>PART 1 - BIDDING REQUIREMENTS</u> | |
| INVITATION TO BID | 1-02 |
| INSTRUCTIONS TO BIDDERS | 1-10 |
| CONTRACT PROVISIONS | 1-04 |
| PROPOSAL | 1-12 |
| FLORIDA BID BOND | 1-02 |
| ANTI-KICKBACK AFFIDAVIT | 1-01 |
| PUBLIC ENTITIES CRIME FORM | 1-02 |
| CITY OF KEY WEST INDEMNIFICATION..... | 1-01 |
| BIDDER'S CHECKLIST | 1-01 |
| STATEMENT OF NO PROPOSAL..... | 1-01 |
| <u>PART 2 - CONTRACT FORMS</u> | |
| CONTRACT | 1-02 |
| FLORIDA PERFORMANCE BOND..... | 1-02 |
| FLORIDA PAYMENT BOND | 1-02 |
| LICENSE REQUIREMENT AND COST..... | 1-01 |
| OCCUPATIONAL LICENSE APPLICATION..... | 1-01 |
| CERTIFICATION REQUIREMENTS FOR LESS THAN 30 DAYS..... | 1-01 |
| MISCELLANEOUS FORMS..... | 1-06 |
| <u>PART 3 - CONDITIONS OF THE CONTRACT</u> | |
| GENERAL CONDITIONS..... | 1-19 |
| SUPPLEMENTARY CONDITIONS | 1-09 |
| ATTACHMENTS A-J..... | 1-47 |
| <u>PART 4 - SPECIFICATIONS</u> | |
| <u>DIVISION 1 - GENERAL REQUIREMENTS</u> | |
| 01001 GENERAL REQUIREMENTS..... | 1-13 |
| 01010 SUMMARY OF WORK..... | 1-02 |
| 01014 PROTECTION OF THE ENVIRONMENT | 1-03 |
| 01025 MEASUREMENT AND PAYMENT..... | 1-03 |
| 01050 FIELD ENGINEERING..... | 1-02 |
| 01500 TESTING SERVICES | 1-02 |
| <u>DIVISION 2 - SITE WORK</u> | |
| 02221 TRENCH EXCAVATION AND BACKFILL..... | 1-06 |

| | | |
|-------|--|------|
| 02555 | ASPHALT CONCRETE PAVEMENT..... | 1-08 |
| 02575 | SURFACE RESTORATION..... | 1-09 |
| 02721 | CATCH BASINS AND INLETS | 1-04 |
| 02724 | STORM DRAIN..... | 1-05 |
| 02726 | MANHOLE AND MISCELLANEOUS CONCRETE CONSTRUCTION | 1-09 |
| 02731 | ROADWAY SIGNS..... | 1-04 |
| 02900 | GENERAL TREE PLANTING AND MAINTENANCE..... | 1-03 |
| 02930 | GRADING & GRASSING..... | 1-03 |

DIVISIONS 3 - CONCRETE

| | | |
|-------|--|------|
| 03001 | CAST-IN-PLACE CONCRETE..... | 1-04 |
| 03002 | CONCRETE PLACEMENT, CURBS & SIDEWALKS..... | 1-07 |

PART 5 - DRAWINGS

| <u>DRAWING</u> <u>NO.</u> | <u>SHEET</u> | <u>TITLE</u> |
|------------------------------|--------------|---|
| 1 | 1/1 | TYPICAL TRENCH |
| 2 | 1/1 | SURFACE RESTORATION - TRENCH |
| 3 | 1/1 | SURFACE RESTORATION - TRENCH AND FULL WIDTH OVERLAY |
| 4 | 1/1 | SURFACE RESTORATION - TRENCH, FULL WIDTH RESTORATION AND FULL LANE RESTORATION |
| 5 | 1/1 | JOINT FOR DISSIMILAR GRAVITY SEWER PIPE |
| 6 | 1/1 | PRECAST MANHOLE |
| 7 | 1/1 | DROP MANHOLE ASSEMBLY |
| 8 | 1/1 | CONFLICT MANHOLE |
| 9 | 1/1 | STANDARD MANHOLE FRAME AND COVER |
| 10 | 1/1 | WATERTIGHT MANHOLE FRAME AND COVER |
| 11 | 1/1 | FLAT TOP MANHOLE |
| 17 | 1/1 | SLEEVE FOR STORM SEWER CONFLICTS |
| 18 | 1/1 | CURB INLET THROAT |
| 23 | 1/1 | CATCH BASIN |
| 215 | 1/1 | DITCH BOTTOM DRAIN TYPE 10 |
| 231 | 1/3 | DITCH BOTTOM DRAIN TYPE B |
| 24 | 1/1 | PLANTING DETAIL |
| 27 | 1/1 | TYPICAL SIGN LOCATION |
| S-1-S-13 | 1/13 | SIDEWALK DETAILS |

PART 1

BIDDING REQUIREMENTS

GN-0717

Northside Dr.
Invitation to Bid

INVITATION TO BID

Sealed Bids for NORTHSIDE DRIVE STORMWATER MITIGATION, GN-0717, addressed to the City of Key West, will be received at the office of the City Clerk, 525 Angela St., City of Key West, Florida until 3:00 p.m., local time, on the 25th day of August 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one original and four copies of bid package and twelve CD-ROMS with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “**BID FOR CONSTRUCTION OF NORTHSIDE DRIVE STORMWATER MITIGATION,**” addressed and delivered to the City Clerk at the address noted above.

The City retains the right to award bid to the bidder that best meet the needs of the City.

This project proposes the construction of sidewalks, paving, stormwater improvements with curb, curb cuts, crosswalks, signage and pavement markings.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712.

MANDATORY PRE-BID CONFERENCE: 11:00 AM, Tue. August 17, 2010, City of Key West, Habana Plaza, 3140 Flagler Ave, Key West, Florida 33040.

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 5 percent of the amount bid.

Bidders must hold or obtain all Licenses as required by Florida State Statutes in order to bid.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.
- C. A valid occupational license issued by the City of Key West, Florida.

All bid bonds, contract 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 OWNER 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 OWNER to evaluate the Bidder's qualifications.

The Local Agency of The City of Key West hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work, or for appointment to visit the sites within the City for work that may be issued, contact Doug Bradshaw, Engineering, telephone: (305) 809-3965.

At the time of the award, the successful Bidder must show satisfactory document of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. 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. (6) The City may also waive any minor formalities or irregularities in any bid.

Dated this _____ the day of _____, 2010.

CITY OF KEY WEST

By _____
Jim Scholl, City Manager

* * * * *

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 Specification 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 8 working 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 furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

C. DRAWINGS

Drawings and details of construction are bound herein.

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 Owner.

Bidders must hold or obtain all Licenses as required by Florida State Statutes in order to bid and perform the work specified herein.

Bidders and Subcontractors must be FDOT prequalified. As per FDOT Standard Specifications 2-1: Prequalification of Bidders.

All prequalified Contractors bidding must include with their bid proposal a copy of their Certification of Current Capacity (Form 375-020-22) and Status of Contracts on Hand (Form 375-020-21)

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 into 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 Owner 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.

Investigations conducted by the Engineer of subsurface conditions were made for the purpose of study and design and neither the Owner nor the Engineer assumes any responsibility whatever in respect to the sufficiency or accuracy of borings or of the logs of test borings or of other investigations that have been made or of the interpretations made thereof and there is no warranty or guarantee either expressed or implied that the conditions indicated by such investigations are representative of those existing throughout such area or any part thereof or that unforeseen developments may not occur.

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the Engineer's investigations of surface and subsurface conditions that are made available shall not be considered a part of the Contract Documents, said logs representing only the opinion of the Engineer as to the character of the materials encountered by him in his investigations and are available only for the convenience of the Bidders.

Information derived from inspection of logs of test borings, or pits, geotechnical reports, topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect or from properly fulfilling all the terms of the Contract Documents.

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 PROPOSAL

A. UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. 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. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal 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 Proposal 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 Proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his Proposal in the blank space provided therefor. 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 Owner prior to opening

of Proposals or submitted with the Proposal otherwise the Proposal 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 successful Bidder shall maintain a yard and office within the Lower Keys (west of the Seven-Mile Bridge for project duration). All equipment required for the work shall be available at that site. If the Contractor does not have this equipment at his yard he may obtain it by lease, rent, subcontract, or from another site within his company as long as the equipment is available within 7 calendar days after receiving notice to do the work.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in installation, repair, and replacement of stormwater structures as well as installation, repair and replacement of roads and sidewalks. Such experience record shall provide at least ten (10) current or recent projects of similar work preferably within Florida or the southeastern United States. 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.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

D. ATTACHMENTS

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

Disclosure of Lobbying Activities
Anti-Kickback Affidavit
Public Entity Crimes Form
Key West Insurance Form
Prohibited Interest Form
Bidders Checklist
Attachment I Non-Collusion Declaration

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.

F. FLORIDA TRENCH SAFETY ACT

The Bidder's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA Standards 29 CFR s. 1926.650, Subpart P, as the state's trench excavation safety standards. The Bidder shall list separately in the Proposal the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Bidder shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis in the proposal. The successful Bidder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Proposals must be made on the Proposal forms provided herewith and submitted intact with the volume containing the Bidding Requirements and Bid Forms.

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. One original and ten (10) copies of the bid must be submitted.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. 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 Proposals. No Proposal may be withdrawn after the time scheduled for opening of Proposals unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

Proposals must be accompanied by cash, a certified check, or cashiers 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 5 percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of 60 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.

The Attorney-in-Fact that 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 Owner will return the bid securities to all Bidders whose Proposals 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 Proposals they accompanied.

12. AWARD OF CONTRACT

Within 45 calendar days after the opening of Proposals the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award mailed to the office designated in the Proposal or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, 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 60 days after the opening of Proposals.

The Owner reserves the right to accept or reject any or all Proposals and to waive any informalities and irregularities in said Proposals.

13. BASIS OF AWARD

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

If, at the time this Contract is to be awarded, the total of the lowest bid is deemed unbalanced with 1 or more items or the bid exceeds the Engineers estimate by 20% on 2 or more items the Owner may reject all Proposals or take such other action as best serves the Owner's interests.

FDOT does not allow Local Hiring Preferences (23 CFR 635.117) for LAP projects. The City's Local Preference Ordinance will not apply to this project.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds 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 Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the Owner, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570 or amendments thereto in the Federal Register of acceptable Sureties for federal projects. The Contractor shall supply the owner with phone numbers, addresses, and contacts for the Surety and their agents.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment 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.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid and the bid security shall be retained as liquidated damages by the Owner and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. 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. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization labor equivalent to at least **40 percent** of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage and the Engineer determines that it would be to the client's advantage the percentage of the labor required to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Proposal a list of the items that he will perform with his own forces and the estimated total cost of these items. Attach additional pages if necessary.

18. 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 only 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 the Contract.

* * * * *

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a

rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

PROPOSAL

To: The City of Key West
Address: 525 Angela Street, P.O. Box 1409
Key West, Florida 33041
Project Title: **Northside Drive Stormwater Mitigation**
Project No.: GN-0717

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

Name: Ronald J. Armstrong
Telephone: 305 290 5606

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the 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 14 calendar days of the Notice to Proceed (NTP) and to complete the construction in all respects within 180 calendar days from the date of the NTP.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2010) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

| Original Contract Amount | Daily Charge Per Calendar Day |
|--|--------------------------------------|
| \$50,000 and Under | \$278 |
| Over \$50,000 but less than \$250,000 | \$388 |
| \$250,000 but less than \$500,000 | \$566 |
| \$500,000 but less than \$2,500,000 | \$1,148 |
| \$2,500,000 but less than \$5,000,000 | \$1,914 |
| \$5,000,000 but less than \$10,000,000 | \$2,514 |

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 Proposal(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.

REVISIONS TO THE BID DOCUMENTS

PART 1 BIDDING REQUIREMENTS

UNIT PRICE ITEMS

NORTHSIDE DRIVE STORMWATER MITIGATION

BID SCHEDULE (REVISED)

GENERAL AND SUPPLEMENTARY CONDITIONS, MOBILIZATION, DEMOBILIZATION, TESTING SERVICES, FIELD ENGINEERING, MEASUREMENT AND PAYMENT, ENVIRONMENTAL PROTECTION WILL BE 10% OF WORK PERFORMED (WITH A MAXIMUM OF \$40,000)

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

Item Qty Unit Unit Price Figure Unit Price Words Extended Total Price

1. Performance and Payment Bonds

| | | | | | |
|---|----|----|----------|--------------------|----------|
| | | | | FIVE THOUSAND, SIX | |
| | | | 5,600.00 | HUNDRED DOLLARS | 5,600.00 |
| 1 | LS | \$ | _____ | 00/100 CENTS | \$ _____ |

2. General & Supplementary Conditions; Mobilization; Demobilization; Testing Services, to include Modified Proctor Maximum Density, LBR (Limerock Bearing Ratio), and Gradation, LL/PI & Soil Classification; Field Engineering; Maintenance of Traffic and Safety, in accordance with FDOT Design Standards, Index Nos. 600 through 670; Measurement and Payment; Environmental Protection, including sedimentation and erosion control, staked silt fences, storm drain inlet basin protection, and dewatering. Note: Discharge to Outstanding Florida Waters must NOT exceed 0 NTU turbidity standard.

| | | | | | |
|---|----|----|-----------|----------------------|----------|
| | | | | THIRTY NINE THOUSAND | |
| | | | | DOLLARS & 00/100 | |
| 1 | LS | \$ | 39,000.00 | CENTS | \$ _____ |

| <u>Item</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price Figure</u> | <u>Unit Price Words</u> | <u>Extended Total Price</u> |
|-------------|------------|-------------|--------------------------|-------------------------|-----------------------------|
|-------------|------------|-------------|--------------------------|-------------------------|-----------------------------|

Materials

1. Limerock LBR 100 Embankment and Base; installed, spread, shape, and compacted to minimum density of 98% of the Modified Proctor maximum density, complete.

| | | | | | |
|-----|----|----|--------------|----------------------|---------------------|
| 850 | CY | \$ | <u>60.00</u> | SIXTY DOLLARS-00/100 | \$ <u>51,000.00</u> |
|-----|----|----|--------------|----------------------|---------------------|

2. No. 57 Rock Storm Drain Pipe Trench and Type B Inlet Backfill with Type D-4 filter fabric over-lapping layers to fully wrap aggregate in trench

| | | | | | |
|----|----|----|--------------|------------------------------------|------------------|
| 15 | CY | \$ | <u>29.00</u> | TWENTY NINE DOLLARS-00/100 CENT | \$ <u>435.00</u> |
|----|----|----|--------------|------------------------------------|------------------|

3. No. 89 Rock pipe bedding

| | | | | | |
|---|----|----|--------------|---------------------------------|------------------|
| 2 | CY | \$ | <u>60.00</u> | SIXTY DOLLARS & 00/100 CENTS | \$ <u>120.00</u> |
|---|----|----|--------------|---------------------------------|------------------|

4. Bahiagrass Sod; Pensacola Bahia, installed and maintained.

| | | | | | |
|-------|----|----|-------------|-------------------------------------|--------------------|
| 3,850 | SF | \$ | <u>1.50</u> | ONE DOLLAR & FIFTY 50/1000 CENTS | \$ <u>4,500.00</u> |
|-------|----|----|-------------|-------------------------------------|--------------------|

5. Shrub Replacement along new sidewalk, installed and maintained.

| | | | | | |
|-----|----|----|--------------|-----------------------------------|--------------------|
| 160 | LF | \$ | <u>16.00</u> | SIXTEEN DOLLARS & 00/100 CENTS | \$ <u>2,560.00</u> |
|-----|----|----|--------------|-----------------------------------|--------------------|

6. Fence Replacement along new sidewalk, installed.

| | | | | | |
|-----|----|----|--------------|--------------------------------------|--------------------|
| 280 | LF | \$ | <u>27.00</u> | TWENTY SEVEN DOLLARS 00/100 CENTS | \$ <u>7,560.00</u> |
|-----|----|----|--------------|--------------------------------------|--------------------|

Item Qty Unit Unit Price Figure Unit Price Words Extended Total Price

Sidewalk Installation

7. 4" Depth Concrete Sidewalk. Concrete mix shall be 3,500 psi at 28-day break. Form as necessary around existing power poles, light fixtures, etc.

SEVEN DOLLARS & FIFTY CENTS

4,050 SF \$ 7.50 _____ \$ 30,375.00

8. 6" Depth Concrete Sidewalk with Fibermesh Reinforcement. Concrete mix shall be 3,500 psi at 28-day break.

NINE DOLLARS & FIFTY CENTS

680 SF \$ 9.50 _____ \$ 6,460.00

9. Sidewalk Curb Ramps; installed in accordance with FDOT Design Standards, Index No. 304.

TWELVE DOLLARS & 00/100

120 SF \$ 12.00 _____ CENTS \$ 1,440.00

10. FDOT Type F Concrete Curb and Gutter, in accordance with FDOT Design Standards, Index No. 300.

TWENTY EIGHT DOLLARS & 00/100

870 LF \$ 20.00 _____ CENTS \$ 24,360.00

11. 2-1/4x4x8 Brick Pavers with ADAAG Detectable Warning System- Endicott or Equal, in Rose, Coppertone, Manganese, or Red Blend Color

THIRTY DOLLARS & 00/100

40 SF \$ 30.00 _____ CENTS \$ 1,200.00

Item Qty Unit Unit Price Figure Unit Price Words Extended Total Price

Catch Basins and Inlets and Manholes

12. Raise/Lower Storm Water Inlet Replace Top Grate with Curb Inlet Top Type 10, FDOT Design Standards, Index No. 215.

| | | | | | |
|---|----|-------------|------------------------------|-------------|--|
| | | | THREE THOUSAND, FOUR HUNDRED | | |
| 2 | EA | \$ 3,400.00 | DOLLARS & 00/100 CENTS | \$ 6,800.00 | |

13. Replace or Re-install Curb Inlet Top, Type 6, in accordance with FDOT Design Standards, Index No. 211.

| | | | | | |
|---|----|-------------|-------------------------------|--------------|--|
| | | | THREE THOUSAND, EIGHT HUNDRED | | |
| 3 | EA | \$ 3,800.00 | DOLLARS & 00/100 | \$ 11,400.00 | |

14. Raise/Lower Manhole Lids located in roadway and sidewalk. Coordinate work with utility provider. All work shall be in accordance with utility provider.

| | | | | | |
|---|----|-----------|------------------------|-------------|--|
| | | | EIGHT HUNDRED & SIXTY | | |
| 7 | EA | \$ 860.00 | DOLLARS & 00/100 CENTS | \$ 6,020.00 | |

15. Reinstall or Replace Sanitary Sewer Cleanout Boxes with Lids and Water Meter Boxes with Lids; BCF Series or Approved Equal; installed as required by the Engineer and Florida Keys Aqueduct Authority.

| | | | | | |
|----|----|-----------|------------------------|-------------|--|
| | | | THREE HUNDRED & EIGHTY | | |
| 25 | EA | \$ 385.00 | FIVE DOLLARS & 00/100 | \$ 9,625.00 | |

16. Raise Existing Water Valve Box Rings and Covers, as required by the Florida Keys Aqueduct Authority.

| | | | | | |
|---|----|-----------|------------------------|-----------|--|
| | | | FOUR HUNDRED DOLLARS & | | |
| 2 | EA | \$ 400.00 | 00/100 CENTS | \$ 800.00 | |

| <u>Item</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price Figure</u> | <u>Unit Price Words</u> | <u>Extended Total Price</u> |
|-------------|------------|-------------|--------------------------|-------------------------|-----------------------------|
|-------------|------------|-------------|--------------------------|-------------------------|-----------------------------|

17. Install Ditch Bottom Inlet Type B in accordance with FDOT Design Standards, Index No. 231. Include excavation for structure, foundation, and backfill around structure.

SEVEN THOUSAND, SIX HUNDRED

| | | | | | |
|---|----|----|----------|------------------------------|----------|
| | | | 7,660.00 | SIXTY DOLLARS & 00/100 CENTS | 7,660.00 |
| 1 | EA | \$ | _____ | _____ | \$ _____ |

Trench Excavation and Backfill & Pipe Installation

18. 18" Water-tight Storm Drain Pipe and Trench Excavation. Pipe installation shall be in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 125 and Section 430. Trench Excavation shall include a Trench Safety System in accordance with OSHA trench safety standards, 29 C.F.R., s. 1926.650, Subpart P, and all subsequent revisions or updates adopted by the Department of Labor and Employment Security, and in compliance with Section 553.62, F.S. Note: Backfill and pipe bedding material and installation payment under Materials (above).

ONE HUNDRED & NINETY

| | | | | | |
|----|----|----|--------|------------------------|----------|
| | | | 190.00 | DOLLARS & 00/100 CENTS | 5,700.00 |
| 30 | LF | \$ | _____ | _____ | \$ _____ |

Reflective Pavement Markings and Signage

19. Striping-White or Yellow retro-reflective 6", in accordance with FDOT Design Standards, Index No. 17346.

ONE DOLLAR & TEN

| | | | | | |
|-------|----|----|-------|-------|----------|
| | | | 1.10 | CENTS | 3,190.00 |
| 2,900 | LF | \$ | _____ | _____ | \$ _____ |

20. Paint New Curbs Yellow

ONE DOLLAR & FIFTY

| | | | | | |
|-----|----|----|-------|-------------|----------|
| | | | 1.50 | FIFTY CENTS | 1,365.00 |
| 910 | LF | \$ | _____ | _____ | \$ _____ |

21. Directional Arrows; White

ONE HUNDRED & FIFTY

| | | | | | |
|---|----|----|--------|------------------------|----------|
| | | | 150.00 | DOLLARS & 00/100 CENTS | 750.00 |
| 5 | EA | \$ | _____ | _____ | \$ _____ |

| <u>Item</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price Figure</u> | <u>Unit Price Words</u> | <u>Extended Total Price</u> |
|-------------|------------|-------------|--------------------------|-------------------------|-----------------------------|
|-------------|------------|-------------|--------------------------|-------------------------|-----------------------------|

22. Bicycle Markings, in accordance with FDOT Design Standards, Index No. 17347; 6'x40" bike rider symbol and 6'x24" arrow, maximum spacing 600'.

| | | | | | |
|---|----|----|--------|---------------------|-----------|
| | | | | SIX HUNDRED DOLLARS | |
| | | | 600.00 | & 00/1000 CENTS | |
| 1 | LS | \$ | _____ | _____ | \$ 600.00 |

Pavement

23. Asphalt Concrete Friction Course Pavement with Superpave Asphalt Concrete Type FC-12.5, meeting the design gradation requirements for a SP-12.5 Superpave fine mix. Thickness shall be 1-1/2 inches.

| | | | | | |
|-----|-----|----|--------|----------------------|-----------|
| | | | | ONE HUNDRED & SIXTY | |
| | | | 160.00 | DOLLARS 00/100 CENTS | 24,000.00 |
| 150 | TON | \$ | _____ | _____ | \$ _____ |

24. Asphalt Concrete Structural Course Pavement with Superpave Asphalt Concrete Type SP-9.5 coarse mix or SP-12.5 fine or coarse mix; thickness shall be 2 inches.

| | | | | | |
|-----|-----|----|--------|----------------------|-----------|
| | | | | ONE HUNDRED & NINETY | |
| | | | 190.00 | DOLLARS 00/100 CENTS | 38,000.00 |
| 200 | TON | \$ | _____ | _____ | \$ _____ |

25. Asphalt Milling

| | | | | | |
|-----|----|----|-------|---------------|----------|
| | | | | TEN DOLLARS & | |
| | | | 10.00 | 00/100 CENTS | 1,200.00 |
| 120 | SY | \$ | _____ | _____ | \$ _____ |

Material Disposal

26. Sidewalk and Turnout Removal and Disposal (Any Thickness)

| | | | | | |
|-------|----|----|-------|---------------------|----------|
| | | | | ONE DOLLAR & 00/100 | |
| | | | 1.00 | CENTS | 5,000.00 |
| 5,000 | SF | \$ | _____ | _____ | \$ _____ |

| <u>Item</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price Figure</u> | <u>Unit Price Words</u> | <u>Extended Total Price</u> |
|-------------|------------|-------------|--------------------------|-------------------------|-----------------------------|
|-------------|------------|-------------|--------------------------|-------------------------|-----------------------------|

27. Curb Removal and Disposal (Any Style)

| | | | | | |
|-----|----|---------|--|---------------------|-----------|
| | | | | ONE DOLLAR & 00/100 | |
| | | | | CENTS | |
| 870 | LF | \$ 1.00 | | | \$ 870.00 |

28. Asphalt Removal (Any Thickness)

| | | | | | |
|--------|----|--------|--|--------------|-------------|
| 17,400 | SF | \$.40 | | 40/100 CENTS | \$ 6,960.00 |
|--------|----|--------|--|--------------|-------------|

29. Stockpile Material Removal and Disposal (located on Boog Powell Drive Detour)

| | | | | | |
|---|----|-----------|--|-----------------------------|-----------|
| | | | | FIVE HUNDRED & SEVENTY FIVE | |
| | | | | DOLLARS 00/100 CENTS | |
| 1 | LS | \$ 575.00 | | | \$ 575.00 |

30. Remove and Dispose of Wooden Power Pole and Support Pole.

| | | | | | |
|---|----|-----------|--|-----------------------|-----------|
| | | | | THREE HUNDRED DOLLARS | |
| | | | | 00/100 CENTS | |
| 1 | LS | \$ 300.00 | | | \$ 300.00 |

Signage

31. Re-install or replace existing single column ground signs (bus stop), in accordance with FDOT Design Standards, Index No. 11860.

| | | | | | |
|---|----|-----------|--|-----------------------|-----------|
| | | | | THREE HUNDRED DOLLARS | |
| | | | | & 00/100 CENTS | |
| 2 | EA | \$ 300.00 | | | \$ 600.00 |

32. Job Site Bulletin Board installed and maintained in accordance with FDOT EEO Construction Contract Compliance Work Book.

| | | | | | |
|---|----|-------------|--|----------------------|-------------|
| | | | | TWO THOUSAND, THREE | |
| | | | | DOLLARS 00/100 CENTS | |
| 1 | LS | \$ 2,300.00 | | | \$ 2,300.00 |

TOTAL OF EXTENDED UNIT PRICE ITEMS LISTED ABOVE \$ 308,325.00

\$ THREE HUNDRED & EIGHT THOUSAND, TREE HUNDRED & TWENTY FIVE DOLLARS---00/100 CENTS
Extended Total in Words

NOTE: TOTAL OF ALL EXTENDED UNIT PRICE ITEMS WILL BE THE BASIS FOR EVALUATING LOW BIDDER AND BASIS OF AWARD

Payment for materials and equipment authorized by the ENGINEER but not listed in the above Bid will be provided at the suppliers invoice, plus shipping, plus 25% for overhead and profit.

Contingency Allowance \$ 35,000.00

TOTAL: \$343,325.00

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

| | |
|-------------------|-----|
| All work | 90% |
| Asphalt, Striping | 10% |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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:
Note to Bidder: Subcontractors shall be prequalified to perform projects for FDOT.

Asphalt: Milling/Paving

Portion of Work

Bee Bros

Name

8362 Pines Blvd, Pembroke Pines, FL 33024

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

The Hanover Ins. Co. whose address is
440 Lincoln St, Worcester MA, 01653
Street City State Zip
305 670-6111 In Source
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Proposal is

CHARLEY TOPPINO & SONS, INC.

doing business at

P.O. Box 787, Key West, FL, 33041
Street City State Zip

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

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

| Name | Title |
|---------------------------|------------------------------|
| <u>Frank P. Toppino</u> | <u>President</u> |
| <u>Edward Toppino, Sr</u> | <u>Secretary / Treasurer</u> |
| <u>Danniel P. Toppino</u> | <u>Assistant Secretary</u> |
| _____ | _____ |
| _____ | _____ |

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2010.

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 23 day of Aug 2010.

(SEAL)

CHARLEY TOPPINO & SONS, INC.

Name of Corporation

By Frank A. Joppino

Title President

Attest John P. O'Connell Sec'y
Secretary

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

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787

KEY WEST, FL 33041

305 296-5606

PAST PROJECTS

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 4 years ago.

1.) CITY OF KEY WEST

P.O. BOX 1409

KEY WEST, FL 33040

305 292-8195

SCOPE OF WORK: STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, FOUNDATIONS, PIER REPAIR, LANDSCAPING & MAINTENANCE, ROADWORK, ASPHALT.

PROJECTS:

| | | |
|--------------------------------------|-------------|----------|
| RIGHT OF WAY MAINTENANCE: 1998-2009 | \$2,352,000 | BOND YES |
| CONCRETE PLACEMENT- 2002, 2005, 2007 | \$2,400,000 | BOND YES |
| WHITE STREET PIER REPAIR | \$ 88,000 | BOND YES |
| STAPLES AVE BRIDGE | \$ 81,000 | BOND YES |
| HOCKEY RINK | \$ 50,000 | BOND YES |
| KAMIEN SUBDIVISION | \$1,656,000 | BOND YES |
| SOUTHERNMOST POINT REHABILITATION | \$ 73,000 | BOND YES |
| GENERAL SERVICES CON. 1998---2000 | \$4,000,000 | BOND YES |
| GENERAL SERVICES CON. 2002, 2005 | \$2,000,000 | BOND YES |
| GENERAL SERVICES CON. 2007 | \$2,000,000 | BOND YES |
| GRAVITY INJECTION WELLS: PHASE I | \$4,800,000 | BOND YES |
| GRAVITY INJECTION WELLS: PHASE II | \$2,236,000 | BOND YES |
| GRAVITY INJECTION WELLS: PHASE 5 | \$1,998,385 | BOND YES |
| GRAVITY INJECTION WELLS: PHASE 6 | \$1,989,225 | BOND YES |
| JOSE MARTI VEG REMOVAL / DRAINAGE | \$ 90,000 | BOND NO |
| SMATHERS BEACH LANDSCAPING | \$ 100,000 | BOND YES |
| DONALD AVE DRAINAGE SWALE | \$ 61,000 | BOND NO |
| HURRICANE GEORGES CLEANUP | \$ 431,000 | BOND NO |
| MITIGATION FLOW PROJECT | \$2,100,000 | BOND YES |
| HARBOR WALK KW BIGHT | \$3,040,000 | BOND YES |
| DINGY DOCKS 2001 | \$ 104,000 | BOND YES |
| WHITE ST PIER RIP RAP | \$ 131,054 | BOND YES |
| FLAGLER AVE PHASE 1 & 2 | \$1,391,000 | BOND YES |
| WHITE ST PUMP STATION | \$1,645,000 | BOND YES |

2.) MONROE COUNTY

1100 SIMONTON STREET
KEY WEST, FL 33040
305 292-4426

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, LANDSCAPING, ROADWORK, ASPHALT, PLAYGROUNDS.

PROJECTS:

| | | |
|---|-------------|----------|
| PALM AVE ROADWAY | \$ 931,000 | BOND YES |
| WILHELMINA PARK | \$ 145,000 | BOND YES |
| MARATHON AIRPORT TAXILANES, T HANGER DEV. | \$2,366,000 | BOND YES |
| MARATHON AIRPORT SERVICE ROAD | \$ 688,000 | BOND YES |
| KW INTN AIRPORT: EXOTIC VEGETATION REMOVE | \$ 192,000 | BOND YES |
| KW INTN AIRPORT: PARKING LOTS | \$ 531,000 | BOND YES |
| BIG COPPITT PARK | \$ 860,242 | BOND YES |
| BIG PINE BASIN FILL IN AND DEMO | \$ 904,943 | BOND YES |
| MARATHON AIRPORT APRONS | \$ 376,344 | BOND YES |
| PRADO CIRCLE | \$ 339,000 | BOND YES |
| PALM DR BRIDGE REPAIR | \$ 131,000 | BOND NO |

3.) FLORIDA DEPT OF TRANSPORTATION

605 Suwannee Street
Tallahassee, FL 32399-0450

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT, HURRICANE CLEANUP, RIP-RAP INSTALL,

| | | |
|---|--------------|----------|
| TRUMAN AVE PROJECT: | \$10,500,000 | BOND YES |
| BIG COPPITT BIKE PATH: | \$ 480,000 | BOND YES |
| EMERGENCY ROAD REPAIRS, HURR WILMA: | \$ 185,000 | BOND NO |
| HURRICANE GEORGES ROAD REPAIRS: | \$ 52,000 | BOND NO |
| KNIGHTS KEY | \$ 373,000 | BOND YES |
| BIG COPPITT BOAT RAMP & SPANISH HARBOR: | \$ 500,000 | BOND NO |
| BIKE PATH SADDLE BUNCH KEYS | \$ 450,000 | BOND YES |
| BOCA CHICA SEAGRASS MITIGATION | \$ 1,352,930 | BOND YES |

3.) SAUER INC.

11223 PHILLIPS PARKWAY DR EAST
JACKSONVILLE, FL 32256-15274
KEY WEST PHONE: 305 295-8819

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT.

PROJECTS:

| | | |
|--------------------------------|-----------|----------|
| CONTROL TOWER, BOCA CHICA NAS | \$832,000 | BOND YES |
| WEATHER STATION, KEY WEST | \$366,000 | BOND YES |
| NAVAL RESEARCH LAB | \$100,000 | BOND NO |
| REPAIR MARINE OPS, COAST GUARD | \$337,000 | BOND NO |

4.) FLORIDA KEY AQUADUCT AUTHORITY

1100 KENNEDY DRIVE
KEY WEST, FL 33040
305 296-2454

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, SIDEWALKS, CURBS, ROADWORK, ASPHALT, STEEL BUILDING, WATER MAINS, DEMOLITION.

PROJECTS:

| | | |
|---------------------------------|--------------|----------|
| FCAA CONSTRUCTION YARD BUILDING | \$ 682,000 | BOND YES |
| PUMP STATION | \$ 377,555 | BOND YES |
| BIG COPPITT WASTE WATER SYSTEM | \$11,078,347 | BOND YES |
| DEMO WATER TANKS, BIG COPPITT | \$ 55,000 | BOND YES |
| FLAGLER AVE WATERMAIN | \$ 306,861 | BOND YES |

5.) GULF BUILDERS

P.O. BOX 668307
POMPANO BEACH, FL 33066
954 583-5115

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

| | | | |
|-----------------------------------|-------------|------|-----|
| ROOSEVELT GARDENS HOUSING PROJECT | \$1,256,000 | BOND | YES |
|-----------------------------------|-------------|------|-----|

6.) BJ&K CONSTRUCTION

970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

| | | | |
|--------------------------|-------------|------|-----|
| MERIDIAN WEST APARTMENTS | \$1,700,000 | BOND | YES |
|--------------------------|-------------|------|-----|

7.) HEERY INTERNATIONAL

1625 DENNIS STREET
KEY WEST, FL 33040
305 293-3008

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

| | | | |
|--|-------------|------|-----|
| KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3 | \$633,000 | BOND | YES |
| POINCIANA ELEMENTARY SCHOOL: | \$2,240,000 | BOND | YES |

8. COASTAL CONSTRUCTION

5959 BLUE LAGOON DR
STE 200
MIAMI, FL 33126

SCOPE OF WORK: SITE WORK, DEMOLITION, FILL, CONCRETE FLATWORK, COLUMNS, RETAINING WALLS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

| | | | |
|------------------------------|-------------|------|-----|
| SUGARLOAF ELEMENTARY SCHOOL: | \$2,300,000 | BOND | YES |
| BEACHSIDE CONDOS | \$2,665,000 | BOND | YES |
| POINCIANA ROYALE | \$ 524,520 | BOND | YES |

9.) HISTORIC TOURS OF AMERICA

201 FRONT STREET
Key West, Florida 33040

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

| | | | |
|-------------------|------------|------|----|
| PARK VILLAGE | \$ 317,000 | BOND | NO |
| MARQUESA COURT | \$ 405,000 | BOND | NO |
| KEY COVE LANDINGS | \$ 675,000 | BOND | NO |

10.) DEMOYA GROUP

12209 S. DIXIE HWY
MIAMI, FL 33156 305 255-5713

SCOPE OF WORK: STORM DRAINAGE , INJECTIONS WELLS, ROAD BASE, CONCRETE WORK.

PROJECTS:

| | | |
|---------------------------------|----------------|---------------|
| SOUTH ROOSEVELT BLVD. REHAB | \$1,507,000.00 | BOND NO (SUB) |
| BIG COPPITT US 1 ROAD EXPANSION | \$ 2,157,000 | BOND NO (SUB) |

11.) DL PORTER

6574 PALMER CIRCLE
SARASOTA, FL 34238

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

| | | |
|---------------------------------|----------------|---------|
| HOMELAND SECURITY, KEY WEST | \$ 231,600.00 | BOND NO |
| KEY WEST INTERNATIONAL AIRPORT | \$ 724,000.00 | BOND NO |
| SANTA MARIA HOTEL | \$ 225,000.00 | BOND NO |
| COUCH HARBOR | \$ 210,000.00 | BOND NO |
| ATLANTIC SHORES DEMO & SITEWORK | \$1,011,000.00 | BOND NO |
| TRUMAN HOTEL SITEWORK | \$ 55,000.00 | BOND NO |

12. HARRY PEPPER & ASSOCIATES

215 CENTURY 21 DRIVE
JACKSONVILLE, FL 32216

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

| | | |
|------------------------------------|------------|---------|
| REPAIR BASE OPERATIONS, BOCA CHICA | \$601,000 | BOND NO |
| ELLISON DRIVE, TRUMBO POINT | \$ 116,000 | BOND NO |
| BEQ, TRUMAN ANNEX | \$ 70,000 | BOND NO |
| JIAFT EAST WAREHOUSE | \$462,000 | BOND NO |

13. BRPH

3275 SUNTREE BLVD
MELBOURNE, FL 32940

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

| | | |
|---------------------------|-----------|---------|
| ECO DISCOVERY CENTER | \$ 50,000 | BOND NO |
| BOCA CHICA FITNESS CENTER | \$ 36,000 | BOND NO |

| | | |
|--------------------------------|-----------|---------|
| MARINA BY PASS ROAD, BOCA | \$348,000 | BOND NO |
| TACTS BUILDING, BOCA CHICA | \$ 32,000 | BOND NO |
| NANCY FOSTER ENVIRONMENTAL CTR | \$541,000 | BOND NO |
| BLDG. # 324 PARKING | \$93,000 | BOND NO |

14. DOOLEY MACK CONTRACTORS
5800 LAKEWOOD RANCH BLVD.
SARASOTA, FL 34240

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

| | | |
|-----------------------|----------------|----------|
| STEAMPLANT CONDOS | \$1,332,000.00 | BOND YES |
| THE MEADOWS, KEY WEST | \$ 145,000.00 | BOND NO |

15. BOTANICAL GARDENS
5210 COLLEGE ROAD
KEY WEST, FL 33040
305 296-1504

SCOPE OF WORK: DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND CONSTRUCTION.

| | | |
|--------------------------------|--------------|----------|
| BOTANICAL GARDENS PHASE 1 POND | \$329,896.50 | BOND YES |
| BOTANICAL GARDENS PHASE III | \$167,000.00 | BOND YES |

16. BALFOUR BEATTY MILITARY HOUSING MANAGEMENT LLC
10 CAMPUS BLVD.
NEWTOWN SQUARE, PA 19073
610 355-8051

SCOPE OF WORK: DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND CONSTRUCTION.

| | | |
|---|--------------|---------|
| RENOVATIONS FAMILY HOUSING MEDICAL CTR | \$141,350.00 | BOND NO |
| RENOVATIONS TO QUARTERS LB, MEDICAL CTR | \$ 39,800.00 | BOND NO |

17. FL DEPT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD.
TALLAHASSEE, FL 32399-3000
305 420-8432

SCOPE OF WORK: BRIDGE REPAIR TO OLD OHIO BAHIA HONDA BRIDGE, MM 38.7, REPAIR ENTIRE SUPER STRUCTURE DECK, PROVIDE AND INSTALL AL PEDESTRIAN RAILING, MILL/RESURFACE AND STRIPE, SPALL / CRACK REPAIR.

OHIO BAHIA HONDA BRIDGE REPAIR: \$837,700.00 BOND YES

18. SH MARATHON, LTD.
506 FLEMING ST.
KEY WEST, FL 33040
305 294-6100

SCOPE OF WORK: DEMOLITION AND REBUILD OF HOTEL, RESTAURANT, MARINA AND BOAT SLIPS IN MARATHON, FL. HOLIDAY INN EXPRESS.

HOLIDAY INN EXPRESS: \$8,890,227 BOND YES

19. DORADO/CONQUISTADOR
541 N. PALMATTO AVE.
SUITE 104
SANFORD, FL 32771

SCOPE OF WORK: SITEWORK, FILL REMOVAL AND PROCESSING AT THE BOCA CHICA NAVAL AIR STATION AIRFIELD.

BOCA CHICA AIRFIELD VEGETATION \$1,057,126.00 BOND YES

20. SS RAFFERTY, LLC
3717 EAGLE AVE
KEY WEST, FL 33040

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

512 DUVAL STREET BUILDING \$1,071,586.28 BOND NO

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$5% of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc.
8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the PRINCIPAL, and The Hanover Insurance Company

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 440 Lincoln Street, Worcester, MA 01653

in the State of Massachusetts

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

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

hereinafter called the OBLIGEE, in the sum of 5% of Bid Proposal Submitted - - - - -

DOLLARS (\$-----5%-----) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for GN-0717, NORTHSIDE DRIVE STORMWATER MITIGATION, 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:

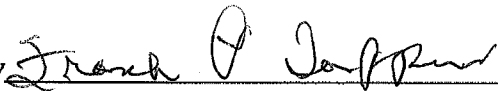
GN-0717, NORTHSIDE DRIVE STORMWATER MITIGATION, Key West, Florida.

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.


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 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 9th day of August, 2010.

PRINCIPAL Charley Toppino & Sons, Inc.

By 

SURETY The Hanover Insurance Company,

By 
Attorney-In-Fact & FL Resident Agent - William L. Parker

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Charles C. Ball, Ileana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 8th day of July 2009.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 8th day of July 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of August, 2010

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brull
Stephen L. Brull, Assistant Vice President

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

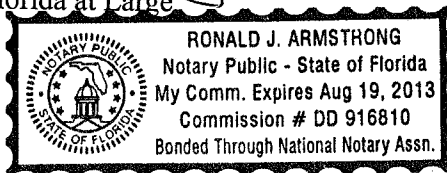
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Frank P. Lappin

Sworn and subscribed before me this 23 day of Aug, 2010

Ronald J. Armstrong
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



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 North Side Dr Stormwater Mitigation

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC.
(name of entity submitting sworn statement)

whose business address is P.O. Box 787 Key West, FL 33041

and (if applicable) its Federal Employer Identification Number (FEIN) is 59 2426909

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

3. My name is Frank P. Toppino
(please print name of individual signing)

and my relationship to the entity named above is President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), 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.)

Frank P. Jarrero
(signature)
Aug 23, 2010
(date)

STATE OF FL

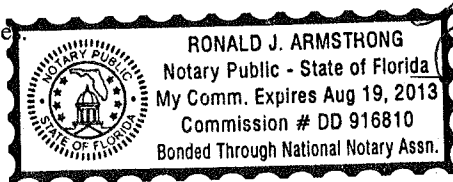
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Frank P. Toppino who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 23 day of Aug, 2010.

My commission expires:



Ronald J. Armstrong
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC.

SEAL:

P.O. Box 787, Key West, FL
Address 33041

Frank P. Toppino
Signature

Frank P. Toppino
Print Name

President
Title

DATE: Aug. 23, 2010

ATTACHMENT H:

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

| | |
|--|---|
| <p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s))</p> | <p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center; font-size: 2em;">NA</p> <p style="text-align: center;">SF-LLLA, if necessary)</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: Frank P. Toppino</p> <hr/> <p>Print Name: Frank P. Toppino</p> <hr/> <p>Title: President</p> <hr/> <p>Telephone No.: 305 296-5606 Date: Aug 23, 2010</p> <hr/> |
| <p>Federal Use Only:</p> | <p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p> |

Form DEP 55-221 (01/01)

ATTACHMENT: I

FORM 575-060-13
RIGHT OF WAY - 05/01

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ITEM/SEGMENT NO.: LAP # 4227-18-1
F.A.P. NO.:
PARCEL NO.:
COUNTY OF: Monroe
BID LETTING OF: Aug. 25, 2010

I, Frank P. Toppino, hereby
declare that I am President (NAME) of CHARLEY TOPPINO & SONS, INC.
of Key West, FL (TITLE) (FIRM)
(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(l)(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:

None

(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: Frank P. Toppino, President
NAME AND TITLE PRINTED

WITNESS: Ronald J Armstrong

BY: Frank P. Toppino
SIGNATURE

WITNESS: Ronald J Armstrong

Executed on this 23 day of Aug, 2010

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

ATTACHMENT B: 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 Frank P. Toppino

Authorized Signature/Contractor

Frank P. Toppino, President

Typed Name/Title **CHARLEY TOPPINO & SONS, INC.**

Contractor's Firm Name

US Hwy #1, MM8.5 Rockland Key

Street Address

Building, Suite Number

Key West, FL 33040

City/State/Zip Code

305 296 5606

Area Code/Telephone Number

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 Proposal filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Proposal.
6. Experience record included.
7. Proposal signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same day.
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 days after receiving a Notice of Award.
11. Proposal submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit, Public Entity Crime Forms, City of Key West Indemnification Form, Suspension and debarment certification, Non-collusion declaration and compliance with 49 CFR29

STATEMENT OF NO PROPOSAL

Note: If you do not intend to submit a Proposal, please return this form ONLY.

TO: "Northside Drive Stormwater Mitigation" GN-0717
Office of the City Clerk
City of Key West P.O. Box 1409
Key West, FL. 33041-1409

We, the undersigned, have declined to submit a Proposal on the above-noted Request for Proposal for the following reasons:

- Insufficient time to respond to the Request for Proposal
- Do not offer this Product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (Please explain below)
- Remove us from the City of Key West's, "Bidder's Mailing List"
- Other (Please specify below)

REMARKS: _____ *NA* _____

We understand that if a "no Proposal" statement is not returned, our name may be removed from the bidder's list of the City of Key West.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION CONTRACTORS
 BID OPPORTUNITY LIST**

275-030-10
 EQUAL OPPORTUNITY OFFICE
 02/08

Please complete and mail or fax to:
 Equal Opportunity Office
 605 Suwannee St., MS 65
 Tallahassee, FL 32399-0450
 TELEPHONE: (850) 414-4747
 FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: Charley Toppino & Sons, Inc
 Address/Telephone Number: 305 296 5606
 Bid/Proposal Number: GN 0717
 Quote Submitted MM/YR: Aug 25, 2010

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

- | | | |
|---------------------------------------|--|---|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE | 8. Annual Gross Receipts |
| 2. Firm Name: <u>Bee Bros</u> | <input checked="" type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million |
| 3. Phone: <u>954 964-2006</u> | | <input checked="" type="checkbox"/> Between \$1 - \$5 million |
| 4. Address: <u>9362 Pines Blvd</u> | 7. <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$5 - \$10 million |
| <u>Pembroke Pine, FL</u> | <input type="checkbox"/> Subconsultant | <input type="checkbox"/> Between \$10 - \$15 million |
| <u>33024</u> | | <input type="checkbox"/> More than \$15 million |
| 5. Year Firm Established: <u>1996</u> | | |

- | | | |
|---------------------------------|---|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE | 8. Annual Gross Receipts |
| 2. Firm Name: _____ | <input type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million |
| 3. Phone: _____ | | <input type="checkbox"/> Between \$1 - \$5 million |
| 4. Address: _____ | 7. <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$5 - \$10 million |
| _____ | <input type="checkbox"/> Subconsultant | <input type="checkbox"/> Between \$10 - \$15 million |
| _____ | | <input type="checkbox"/> More than \$15 million |
| 5. Year Firm Established: _____ | | |

- | | | |
|---------------------------------|---|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE | 8. Annual Gross Receipts |
| 2. Firm Name: _____ | <input type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million |
| 3. Phone: _____ | | <input type="checkbox"/> Between \$1 - \$5 million |
| 4. Address: _____ | 7. <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$5 - \$10 million |
| _____ | <input type="checkbox"/> Subconsultant | <input type="checkbox"/> Between \$10 - \$15 million |
| _____ | | <input type="checkbox"/> More than \$15 million |
| 5. Year Firm Established: _____ | | |



2

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

**Invitation to Bid # 10-018
NORTHSIDE DRIVE STORMWATER MITIGATION
PROJECT NO. GN-0717
FDOT FEDERAL FUNDS LAP AGREEMENT # 4227-18-1**

ADDENDUM # 2

September 1, 2010

This addendum is issued in response to questions received regarding the Bid Documents, and includes answers to the questions, a revised Bid Schedule, the Local Agency Program (LAP) Construction Administration Compliance Audit Forms, and amended specifications.

The mandatory pre-bid meeting minutes are made part of this Addendum #2

BIDDER QUESTIONS:

Question:

If the Contractor holds a Fla. State Contractor's License, a Dade County Certificate of Competency and a Dade County Occupational License, is he also required to obtain the same licenses from the City of Key West (reference ITB page 1)?

Response:

Bidders must hold or obtain all licenses, as required by Florida State Statues, in order to bid and perform the work specified herein. Additionally, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following city licenses and certificates:

- A. City of Key West Tax License Receipt, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency, issued by the Chief Building Official of Key West, Florida, if state registered.
- C. A valid occupational license, issued by the City of Key West, Florida.

Question:

ITB page 1 requires bidders to submit 1 original, 4 copies & 12 CD's of the bid; however, page 7 requires 1 original and 10 copies. Please clarify.

FOLLOW PAGE 1 REQUIREMENT

Response:

Please submit one (1) original and three (3) copies of bid package and two (2) CD-ROMs or Flash Drives with one single PDF file of the entire bid package.

Question:

Please clarify which Davis-Bacon Wage Table applies to this project, Highway or Heavy Construction?

Response:

HIGHWAY is the correct Davis-Bacon Wage Table for this project.

Question:

Is there a budget or Engineer's Estimate available?

Response:

The Engineer's estimate is \$353,864.25.

Question:

There will be embankment (fill) needed for the job. We need a bid item unless it is being paid for under Crushed Lime Rock Item. Please advise.

Response:

The bid schedule has been revised to include embankment and base fill material. Crushed Lime Rock has been removed from the bid schedule. Please see Materials Item 1. Limerock LBR 100 Embankment and Base; 850 Cubic Yards.

Question:

You specify Optional Base Grp 8 for the lime rock base. That requires 9 ½ of Lime rock. Is Bid Item Materials 1. Crushed Lime Rock 200 tons intended for that for use in the Base.

Response:

Materials Item 1. Limerock LBR 100 Embankment and Base is intended to include the Base Group and Type B Stabilization LBR 40 material quantity. It is noted that the Optional Base Group could be comprised of limerock, shell rock, cemented coquina or shell base. The base shall be limerock material meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction, Section 911.

Question:

Are items Material-1, 2, 3 and 4 going to be paid the actual amount delivered to the site?

Response:

Payment will be measured on the amount of work completed, as based on the quantity of material furnished and utilized to finish the project 100% complete. Additional material delivered and not utilized will not be paid for and will be required to be removed at no cost to the city.

Question:

Do we include the placing and finishing of the lime rock base on the tonnage price for Crushed Lime Rock?

Response:

Yes. Materials Item 1. Limerock LBR 100 Embankment and Base is intended to include all costs for delivering, placing, shaping, and compacting the sub-base and base courses.

Question:

Need Clarification on specifications for concrete.

Response:

Concrete shall be 3,500 psi at a 28-day break. Please provide a concrete mix sheet for review and Engineer approval prior to pour.

Question:

Your tonnage for the SP Structural course is correct. How do we bid the Friction Course?

Response:

Please see the revised Bid Schedule. The estimated quantity of Friction Course Pavement is 150 tons. The estimated quantity of Structural Course Pavement is 200 tons.

Question:

There is a large stockpile of top soil and grass on the Boog Powell detour. Do we remove that or is the City removing it?

Response:

Please provide a lump sum cost for removing and disposal of the stockpile. See Material Disposal Item 28.

Question:

There is no bid item for paint markings on the job Bike path symbols, Directional arrows, Stop Bars etc.

Response:

Please see the revised Bid Schedule, Reflective Pavement Markings and Signage, and provide a lump sum cost for application of the bicycle markings, and linear footage based costs for the lane divider, stop bar, and arrow markings.

PART 3 CONDITIONS OF THE CONTRACT

Remove:

GENERAL DECISION: FL20100238 03/12/2010 FL238
 Date: March 12, 2010
 General Decision Number: FL20100238 03/12/2010
 Superseded General Decision Number: FL20080238
 State: Florida
 Construction Type: Heavy
 County: Monroe County in Florida.
 HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
 Modification Number Publication Date
 0 03/12/2010
 PAIN0365-006 07/01/2008

| | Rates | Fringes |
|----------------------------------|----------|---------|
| PAINTER: Brush and Spray Only... | \$ 16.00 | 6.15 |

 SUFL2009-135 06/24/2009

| | Rates | Fringes |
|--|----------|---------|
| LABORER: Common or General..... | \$ 9.34 | 1.85 |
| LABORER: Pipelayer..... | \$ 11.58 | 0.00 |
| OPERATOR: Backhoe..... | \$ 12.25 | 1.33 |
| OPERATOR: Bulldozer..... | \$ 13.30 | 1.92 |
| OPERATOR: Loader..... | \$ 14.13 | 1.94 |
| TRUCK DRIVER: Distributor, Dump, Lowboy and Tandem..... | \$ 14.00 | 0.00 |

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.
 =====

Unlisted classifications needed for work not included within
 the scope of the
 classifications listed may be added after award only as
 provided in the labor
 standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
 listed under the
 identifier do not reflect collectively bargained wage and
 fringe benefit
 rates. Other designations indicate unions whose rates have
 been determined
 to be prevailing.

WAGE DETERMINATION APPEALS PROCESS
 1.) Has there been an initial decision in the matter? This can
 NORTHSIDE DRIVE STORMWATER MITIGATION
 INVITATION TO BID # 10-018

ADDENDUM NO. 2

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Add:

Local Agency Program (LAP) Construction Administration Compliance Audit Forms

1. EEO Compliance Audit Checklist
2. Construction Administration Compliance Audit Checklist

EEO Compliance Audit Checklist

| | | | |
|---|---|-----------------------|------------------|
| Local Agency Program (LAP) Construction Administration Compliance Audit Form | | | |
| FDDT P.M.: | ARRA Number: | Municipality Contact: | |
| FDDT Contract Number: | ARRA Number: | Date: | Auditor: |
| Contractor Name: | Letting Date: | NTP Date: | Start Date: |
| Project Name/Location: | Preconstruction Date: | Contract Days: | Contract Amount: |
| NHS/SHS: <input type="checkbox"/> | Non-NHS/SHS: <input type="checkbox"/> | AGENCY NAME: | |
| | Non-Federal Aid Highway/Non-SHS: <input type="checkbox"/> | | |

| No. | Reference | Topic | Requirements | In Compliance | Non Compliance | Comments |
|-----|---|--|--|--------------------------|--------------------------|----------|
| 1 | American Recovery and Reinvestment Act of 2009 | ARRA Reporting | The Local Agency is required to enter data monthly by the 10th of each month all respective information received from the contractor. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2 | 29CFR | Commercially Useful Function FDOT (Form No. 275-021-18) | A DBE firm performs a commercially useful function when it is responsible for execution of a distinct element of the work with its own workforce and it carries out its responsibilities by actually performing, managing and supervising the work involved. The local agency is responsible for utilizing the Commercially Useful Function form on each DBE contractor for the first three months of their activity and as needed thereafter. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3 | 49 CFR 26 | Disadvantaged Business Enterprise (DBE) | The Local Agency shall comply with FDOT's DBE Program Plan unless the Local Agency has a DBE Program Plan approved by the USDOT. FDOT currently has a race neutral program with an 8.18 goal. Establish a DBE Availability goal and include in bid document. Include DBE special provisions in bid document. Use DBE certified under the FL Unified Certification Program Directory: http://www.bpinwebapps.com/biznetflorida/ | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4 | Lap Manual Chapter 14 Section 14.3 FDDT (Form No. 275-030-12) | Anticipated DBE Participation Statement FDDT (Form No. 275-030-12) | The Contractor must complete and submit to the Local Agency at the Pre-Construction Meeting, when the Local Agency is required to submit to the LAP Administrator/FDDT LAP Project Manager. | <input type="checkbox"/> | <input type="checkbox"/> | |

| No. | Reference | Topic | Requirements | In Compliance | Non Compliance | Comments |
|-----|--------------------------------------|---|--|--------------------------|--------------------------|----------|
| 5 | | Identification of Subcontractors FDOT (Form 700-010-36) | Local Agency should be aware of all subcontractors performing work on the project jobsite. Does agency have a documentation or tracking mechanism to identify and/or approve subcontractors? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6 | Lap Manual Chapter 14 Section 14.4 | Equal Opportunity Reporting (EOR) System (BIZWEB) | Each month the Local Agency must report actual payments made to all DBE contractors and suppliers. Payments to all non-DBE subs can either be reported either monthly or at the end of the project. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7 | Lap Manual Chapter 14 Section 14.5 | DBE Certification | The DBE firm(s) named by the contractor in the "Anticipated DBE Participation Statement" and the EOR System must be certified as a DBE Firm in order to be counted as a DBE | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8 | Lap Manual Chapter 14 Section 14.6 | 8d Opportunity List FDOT (Form No. 275-090-10) | The Contractor must submit it at the Pre-Construction Meeting to the Local Agency, and the Agency needs to keep it in the files for their records. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9 | Lap Manual Chapter 15 Section 15.1.3 | FHWA 1273 | The Local Agency must include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA 1273) in all contracts and subcontracts in its entirety. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10 | FHWA 1273 (General Section- Item 2) | Subcontracting Inclusion of FHWA 1273 | All contracts between the prime contractor and it's subcontractors, rental agreements and purchase orders shall identify, include and require adherence to FHWA 1273. Local Agency must have a process to verify these requirements are being met. A reasonable verification process should be to verify at least 10% of the subcontractors to ensure prime contractor is in compliance. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11 | Lap Manual Chapter 15 Section 15.1.3 | Executive Order 11246 | Executive Order 11246 must be referenced in all construction contracts. It Bans discrimination and requires contractors and subcontractors to take affirmative action to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran. | <input type="checkbox"/> | <input type="checkbox"/> | |

| No. | Reference | Topic | Requirements | In Compliance | Non Compliance | Comments |
|-----|--|---|--|--------------------------|--------------------------|----------|
| 12 | LAP Manual Chapter 16 | Title VI (Non-Discrimination) | Comply with Federal Statutes, USDOT, FHWA Regulations. Verify the Title VI statement is in all solicitations for bids work or material. Reference to Title VI should be in the contract as outlined in Page 3-7 of the LAP Quick Reference Guide | <input type="checkbox"/> | <input type="checkbox"/> | |
| 13 | 23 CFR 635.117 | Local Hiring Preference | The Local Agency needs to certify it does not have local hiring preferences. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 14 | FHWA-1273 Section II | Notification to FDOT of EEO Officer FDOT (Form No. 275-021-13) | Initial appointment before 1st work day. Must be resubmitted with appointment of new officer. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 15 | FHWA-1273 LAP Reference Guide | Inspection Report for Job Site Bulletin Board FDOT (Form No. 275-021-10) | Periodic inspections of the job site bulletin board are performed by the agency during the term of the project. The ARBA Whistleblowers Poster is a requirement. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 16 | LAP Reference Guide | Contractor's Annual July Report FDOT (Form No. 275-021-08) | The contractor's report is based on their "Final July Pay Period" which is the last active pay week which falls fully within July. The report is due on or before August 20. Contractors report project workforce data by job category, race and sex as requested by FDOT or FHWA. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 17 | 23 USC 113 23 CFR 633A CFR 1273 | 29 FHWA- Prevailing Minimum Wage | Include the appropriate Davis-Bacon wage table(s) in the contract. Is the Local Agency utilizing the correct wage rate table in reference to the change made for projects let after October 19, 2009 including any required modifications? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 18 | 29 CFR 542 1273 | FHWA- The Employee Interview Report - Labor/EEO Compliance FDOT (Form No. 700-010-63) | Performed on a monthly basis. Number of interviews will be determined by the contract dollar amount. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 19 | 29 CFR FHWA-1273 Section V | Certified Payroll Form FDOT (Form No. 700-010-69) | Payrolls are due for every week in which any contract work is performed. The certified payroll includes the Statement of Compliance and the payroll records. Employees are required to be paid at no less frequency than weekly. | <input type="checkbox"/> | <input type="checkbox"/> | |

| No. | Reference | Topic | Requirements | In Compliance | Non Compliance | Comments |
|-----|----------------------|---|--|--------------------------|--------------------------|----------|
| 20 | 29 CFR | Payroll Violation FDOT[Form No. 700-020-59] | It is issued if the certified payroll does not comply with the minimum wage requirements, that the submitted wage/payroll is incomplete and erroneous, or unauthorized deductions were made. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 21 | 29 CFR 5.5 (a)(3)(i) | Contract Addendum regarding changes to required payroll submittal with Employee Information | The Local Agency shall comply with changes to the Davis Bacon Final Rule effective for all Fed Funded contracts let after 1/19/09. If not included in original contract, agency shall add a Change Order or Contract Amendment to contract informing contractor that "The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a) (3) (i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individual identifying number for each employee (e.g., last four digits of social)" | <input type="checkbox"/> | <input type="checkbox"/> | |
| 22 | FHWA-1273 Section IV | On The Job Training Schedule FDOT[Form No. 275-020-96] | Details the number of trainees to be trained in each training classification, the portion of the contract time during which training of each trainee is to take place, and the beginning and ending dates of training. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 23 | FHWA-1273 Section IV | On The Job Training Interview FDOT[Form No. 275-021-02] | Records information regarding an enrollee's previous work experience and training. Additionally, the proficiencies established for the trainee's proposed classification on the project are reviewed with the enrollee and utilized in determining existing abilities for the proposed classification. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 24 | FHWA-1273 Section IV | Trainee Enrollment and Notice of Personnel Action FDOT[Form No. 275-020-08] | The Contractor shall provide on-the-job training aimed at developing full journeymen/women in the type(s) of trade or job classification(s) involved in the work. Contractors are encouraged to utilize the On-the-Job Training Program to achieve diversity. | <input type="checkbox"/> | <input type="checkbox"/> | |

| No. | Reference | Topic | Requirements | In Compliance | Non Compliance | Comments |
|-----|---|---|---|--------------------------|--------------------------|----------|
| 25 | FHWA-1273 Section IV | Proficiency Record for On The Job Training FDOT[Form No. 275-021-01] | OJT program requires accumulation of sufficient hours according to a pre-defined training curriculum and the successful exhibition by the trainee of pre-defined proficiencies specific to the classification and project on which the trainee is enrolled. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 26 | FHWA-1273 Section IV | Daily/Weekly Report for On The Job Trainees | Records the hours worked each day and gives the contractor a total for the week. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 27 | FHWA-1273 Section IV | OJT Monthly Time Report FDOT[Form No. 275-021-12] | The Monthly Time Report identifies the training curriculum for the classification and the minimum and maximum hours for each topic. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 28 | FHWA-1273 Section IV | OJT Certificate of Training | The Contractor shall provide on-the-job training aimed at developing full journeywomen in the type(s) of trade or job classification(s) involved in the work. Contractors are encouraged to utilize the On-the-Job Training Program to achieve diversity. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 29 | *Required Process | Non-Compliance Notification Process | Local Agency must establish documented process to notify contractor and all concerned of the missing, incomplete and incorrect items required to be submitted and/or corrected to be found in compliance. | <input type="checkbox"/> | <input type="checkbox"/> | |
| 30 | Contract Special Provisions Section 7-1.1 Section 7-28-09 | Certification Compliance with EEO/Provisions on Federal Aid contracts (Form No. 700-011-13) | Local Agency needs to establish process to verify monthly EEO Certification - suggested items include the EEO Policy Plan, EEO Supervisory Meeting Record, EEO Project Personnel Meeting Record, Project EEO Report, Contractor EEO Report and the Certification of Non-Segregiated Facilities. | <input type="checkbox"/> | <input type="checkbox"/> | |

Auditor's Signature

Comments:

Construction Administration Compliance Audit Checklist

Local Agency Program (LAP) Construction Administration Compliance Audit Form

| | | | |
|------------------------|-----------------------|-----------------------|------------------|
| FDOT P.M.: | ARRA Number: | Municipality Contact: | |
| FDOT Contract Number: | Audit Number: | Date: | Auditor: |
| Contractor Name: | Award Date: | NTP Date: | Start Date: |
| Project Name/Location: | Preconstruction Date: | Contract Days: | Contract Amount: |
| AGENCY NAME: | | | |

| Item | Reference | NHS/SHS: | Non-NHS/SHS: | Non-NHS/Non-SHS: | Non-Federal Aid Hwy/Non-SHS: | Topic | Activity | YES | NO | N/A | Comments |
|------|---|--------------------------|--------------------------|--------------------------|------------------------------|---|--|--------------------------|--------------------------|--------------------------|----------|
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | NOTE: A listing of "NO" as identified below under any of these columns simply means that Agency can deviate from CFR requirements for that particular Topic and can implement their own policies and procedures. It does not mean that topic should not be addressed in the contract. | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 1 | 23 CFR 6308 | Yes | Yes | No | No | Standard Specifications and Plans | Did Local Agency use current FDOT specifications when the construction project is on the SHS? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2 | LAP Manual Chapter 2.8 23 CFR 635.104 & 23 CFR 114 (e) | Yes | Yes | Yes | Yes | Recommendation to FDOT | Did Agency recommend to FDOT that the construction contract be awarded to the lowest responsible bidder? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3 | 23 CFR 635.110 | Yes | Yes | No | No | Bonding and Prequalification | Did the Local Agency certify that Florida DOT Prequalified Contractors will be used to perform LAP projects when on the NHS or SHS. However, when the project is on the NHS or SHS, and the contract is under \$250,000 then a prequalified contractor is not required. Per FDOT Standard Specifications 2-1. Prequalification of Bidders. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4 | 23 CFR 635.410 | Yes | Yes | Yes | Yes | Buy America | Is FDOT's Supplemental Specification 6-12.2 included in contract. (All Provisions Apply) or in Agencies contract language? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5 | 49 CFR 18 23 CFR 18.43 FHWA 1273 Item V.2 | Yes | Yes | Yes | Yes | Records Retention | Do project records provide adequate assurance that the quantities of completed work are determined accurately and uniformly, and be maintained for a minimum of 5 years following contract completion and acceptance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6 | 23 CFR 635.127 | Yes | Yes | No | No | Liquidated Damages | Did Agency develop rates based on 23 CFR 635.127 and include contract provisions? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7 | 23 CFR 635.125 | Yes | Yes | No | No | Termination of Contract | Did Agency develop contract language for termination for cause, convenience, and default and include in bid document? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

| Item | Reference | NHS/SHS: | Non-NHS/SHS: | Non-NHS/Non-SHS: | Non-Federal Aid Hwy/Non-SHS: | Topic | Activity | YES | NO | N/A | Comments |
|------|--------------------------|--------------------------|-------------------------------------|--------------------------|------------------------------|---|---|--------------------------|--------------------------|--------------------------|----------|
| 8 | 23 CFR 635.116 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Subcontracting | Did Agency develop contract language outlining subcontracting requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9 | 23 CFR 635.121 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Contract Time/Time Extensions | Did Agency include reasons time extensions are allowed in specifications? May use section 8-7.3.2 of FDOT Standard Specifications. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10 | LAP Manual Chapter 10.19 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Project Time/ Extensions | Is there a time extension request from the contractor? If so, is it reviewed and/or approved? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11 | LAP Manual Chapter 10.19 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Project Time/ Schedule | Did the project time overrun the allowed contract time? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12 | 23 CFR 635.124 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Claims | Did Agency develop procedures outlining the conditions under which a claim is allowed and include in bid document? May use section 7.5 of FDOT CPAM as a guide in this development. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 13 | 23 CFR 635.120 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Change Orders | Did Agency develop procedures outlining the conditions under which a change order is allowed and included in bid document? May use section 7.3.11 of FDOT CPAM as part of procedure. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 14 | LAP Manual Chapter 6.4.4 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Change Orders | Are the change orders properly approved by the designated approving authority? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 15 | 23 CFR 635.122 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Progress Payments | Did Agency develop contract language to ensure that payments are based on work completed this may include stockpiled materials? Section 9-5 of FDOT Standard Specifications may be used for guidance. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 16 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Monthly Invoices | Review all invoices submitted to date & ensure invoice amounts match construction activities to date. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Certification Disbursement of Periodic Payment to Subcontractors (Form No. 700-014-38) | Ensure document included in each monthly pay request. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Construction Compliance with Specifications and Plans (Form No. 700-026-02) | Ensure document included in each monthly pay request. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

| Item | Reference | MHS/SHS: | | Non-MHS/SHS: | | Topic | Activity | | YES | NO | N/A | Comments |
|------|---|--------------------------|--------------------------|--------------------------|--------------------------|--|--|--------------------------|--------------------------|--------------------------|-----|----------|
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | ASPHALT | | | | | |
| 17 | FDOT's Standard Specifications for Road & Bridge Construction Section 334. Hot Mix Asphalt for Local Agencies. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> | | <input type="checkbox"/> | | |
| | <p>Note: Categories only apply to LAP Specifications.</p> <p>Category 1: Bike Paths</p> <p>Category 2: New HMA turn lanes, paved shoulders, other non-mainline pavement locations.</p> <p>Category 3: New Mainline HMA Pavement Lanes, Milling & Resurfacing.</p> | | | | | | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <500 Tons <input type="checkbox"/> >500 Tons | | | | | |
| | LAP Specification Section 334-6.1.1 | | | | | If less than 500 Tons were visual inspections documented? | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | LAP Specification Section 334-6.2 | | | | | Was notorized certification of specification compliance issued for category 1 & 2? | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | LAP Specification Section 334-6.3 | | | | | Were density tests performed as required for category 2 & 3? | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | LAP Specification Section 334-5.10.3.1.2 (CAT 3) & Section 334-5.10.3.2 (Category 1 & 2) | | | | | Were straight edge tests performed as required? | | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | Review invoiced amount to ensure they match | 1. Date | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | Review construction activities. Review asphalt tickets to ensure the following items are included: | 2. Contract No. | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 3. Contractor's Name | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 4. Asphalt Mix Design on file. Do tickets match approved mix design? | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 5. Tons Placed | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 6. Wasted Tons | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 7. Ambient Temperature | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 8. Asphalt Temperature | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 9. Area where asphalt was placed | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 10. Specified Spread Rate or Thickness | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 11. Project Average Spread Rate or Thickness | | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 12. Is there adequate support of the quantities paid? | | <input type="checkbox"/> | <input type="checkbox"/> | | |

| Item | Reference | NHS/SHS: <input type="checkbox"/> | Non-NHS/SHS: <input type="checkbox"/> | Non-NHS/Non-SHS: <input type="checkbox"/> | Non-Federal Aid Hwy/Non-SHS: <input type="checkbox"/> | Topic | Activity | | YES | NO | N/A | Comments | | | |
|------|--|-----------------------------------|---------------------------------------|---|---|-------|---|---|-----------------------------|--------------------------|--------------------------|----------|----------------------------|----------------------------|----------------------------|
| | | | | | | | CONCRETE | NO | | | | | | | |
| 18 | FDOT's Standard Specifications for Road & Bridge Construction Section 344 Local Agency Program concrete. Note: Categories only apply to LAP Specifications. Category 1: Sidewalks, curb, gutter, ditch, slope pavement. Non-reinforced cast in place or precast. Category 2: Precast barriers, traffic railings, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles and bases, sign foundations, retaining walls, traffic separators. Category 3: Structural Cast in place. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | CATEGORY | | | | | | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> |
| | | | | | | | Is Concrete produced from National Ready-Mixed Concrete Association (NRMCA) or FDOT Certified plant as required by LAP Specification Section 344-3.1? | | | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | LAP Specification Section 433-3.9.2 | | | | | | | Is statement of certification from manufacturer on file for category 2 items? This should be required when drainage structures are installed. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | LAP Specification Section 433-3.9.3 | | | | | | | Is record of sampling as required on file for category 3 items? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | | 1. Date | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | | 2. Contract Number | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | | 3. Contractor's Name | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | | 4. Concrete Mix Design on file. Do tickets match approved mix design? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | | 5. As-Built Final plans with dimensions where concrete was placed | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | | 6. Is there adequate support of the quantities paid? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| 19 | FDOT's Standard Specifications for Road & Bridge Construction | | | | | | | DRAINAGE ITEMS | | | | | | | |
| | | | | | | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | | | | | | |
| | | | | | | | | Review invoiced amount to ensure they match construction activities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | | Review invoiced amount to ensure they match construction activities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| | | | | | | | | 1. Actual Length Constructed Properly Documented? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | |

| Item | Reference | NHS/SHS: | Non-NHS/SHS: | Non-NHS/Non-SHS: | Non-Federal Aid Hwy/Non-SHS: | Topic | Activity | YES | NO | N/A | Comments |
|------|---|--------------------------|--------------------------|--------------------------|------------------------------|--|---|--------------------------|--------------------------|--------------------------|----------|
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | 2. Are there deleted or Added Structures and are they properly documented? 4. Is there adequate support of the quantities paid? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 20 | FDOT's Standard Specifications for Road & Bridge Construction Section 120 earthwork and related operations for Local Agencies | | | | | Review invoiced amount to ensure they match construction activities. | EARTHWORK YES <input type="checkbox"/> NO <input type="checkbox"/> | | | | |
| | | | | | | | 1. Are Density Log Books on file? 2. Are Proctors Documented? 3. Are Soil Classifications Documented? 4. Is there adequate support of the quantities paid? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 21 | FDOT's Standard Specifications for Road & Bridge Construction Section 611, 715. | | | | | | SIGNALIZATION & LIGHTING ITEMS YES <input type="checkbox"/> NO <input type="checkbox"/> | | | | |
| | | | | | | Review invoiced amount to ensure they match construction activities. | 1. Is there a Tabulation of quantities or other documentation source? 2. Locate in Contract "As Built" Plans. 3. Are all changes shown on plans? 4. Have items been inspected and approved by appropriate maintaining agency? 5. Have items been transferred appropriately to maintaining agency? 6. Is there adequate support of quantities paid? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 22 | FDOT's Standard Specifications for Road & Bridge Construction Section 700, 705, 706, 707, 710, 711, 713. | | | | | Review invoiced amount to ensure they match construction activities. | STRIPING/PAVEMENT MARKING/SIGNING YES <input type="checkbox"/> NO <input type="checkbox"/> | | | | |
| | | | | | | | 1. Is there a Tabulation of quantities or other documentation source? 2. Is there adequate support of quantities paid? 3. Retro-Reflectivity reading certification (Form No. 700-050-70) on file? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | NOTE: Only Required for projects on NHS or SHS. | | | | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

| Item | Reference | MHS/SIS: | Non-MHS/SIS: | Non-MIS/Non-SIS: | Non-Federal Aid Hwy/Non-SIS: | Topic | Activity | YES | NO | N/A | Comments |
|------|--|--------------------------|--------------------------|--------------------------|------------------------------|--|---|------------------------------|-----------------------------|-----|----------|
| 23 | FDOT's Standard Specifications for Road & Bridge Construction Section 580. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review invoiced amount to ensure they match construction activities. | LANDSCAPING | YES <input type="checkbox"/> | NO <input type="checkbox"/> | | |
| | | | | | | | 1. Is there a tabulation of quantities or other documentation source? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 2. Is there adequate support of quantities paid? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 24 | FDOT's Standard Specifications for Road & Bridge Construction Section 536. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review invoiced amount to ensure they match construction activities. | GUARDRAIL | YES <input type="checkbox"/> | NO <input type="checkbox"/> | | |
| | | | | | | | 1. Is there a tabulation of quantities or other documentation source? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 2. Is there adequate support of quantities paid? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 25 | FDOT's Standard Specifications for Road & Bridge Construction Section 570. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review invoiced amount to ensure they match construction activities. | SODDING/MULCHING | YES <input type="checkbox"/> | NO <input type="checkbox"/> | | |
| | | | | | | | 1. Is there a tabulation of quantities or other documentation source? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 2. Is there adequate support of quantities paid? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 26 | FDOT's Standard Specifications for Road & Bridge Construction | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review invoiced amount to ensure they match construction activities. | FINAL MEASURE ITEMS | YES <input type="checkbox"/> | NO <input type="checkbox"/> | | |
| | | | | | | | 1. Are Contract Plans on file? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 2. Are Daily Reports on file? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 4. Review cross reference all data supports the final quantities | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 27 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | FINAL "As-Built" PLANS/CERTIFICATIONS | YES <input type="checkbox"/> | NO <input type="checkbox"/> | | |
| | | | | | | | 1. Are Final "As-Built" Plans updated as project progresses? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| | | | | | | | 2. If plan sheet revised, original plan sheet shall have "VOID" written on it and new sheet inserted after old sheet in final "As-Built" Plans. | <input type="checkbox"/> | <input type="checkbox"/> | | |

| Item | Reference | NHS/SHS: | Non-NHS/SHS: | Non-NHS/SHS: | Non-Federal Aid Hwy/Non-SHS: | Topic | Activity | YES | NO | N/A | Comments |
|------|---|--------------------------|--------------------------|--------------------------|------------------------------|----------------------------------|---|--------------------------|--------------------------|--------------------------|----------|
| | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Final Inspection and Acceptance | 3. Record final quantities in Matrices | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | Yes | Yes | Yes | Yes | Material Certification. | 4. Is Final Inspection and Acceptance of Federal Aid Project (Form No. 525-010-42) Submitted? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | Yes | Yes | Yes | Yes | Notification of Final Inspection | 5. Did Agency Issue project statement certifying materials on Project? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 28 | LAP Manual Sample Materials Certification Chapter 23-14 | Yes | Yes | No | No | | 6. Notifications of coordination with FDOT Maintenance Unit for Punch List Inspection. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| 29 | FDOT's Standard Specifications for Road & Bridge Construction Section 4.3 & 5 | Yes | Yes | No | No | | On-The-State-Highway System Projects | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | Yes | No | No | No | | YES <input type="checkbox"/> NO <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | Yes | No | No | No | | 1. A signed and sealed set of plans needs to be turned in to FDOT District VI - Final Estimates. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | Yes | No | No | No | | 2. If there are revisions to plans, they should be signed, sealed and dated by the Professional Engineer. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Auditor's Name:

General Comments:

PART 4 SPECIFICATIONS

SECTION 01001 GENERAL REQUIREMENTS

PART 3 SITE CONDITIONS

3.4 UTILITIES

Add:

- B. CONTRACTOR shall note that the existing utilities are NOT shown on the plans.
- C. CONTRACTOR shall repair all utilities damaged during construction operations, at no cost to the owner or City of Key West.
- D. CONTRACTOR shall pay permit fees required to relocate, replace, or repair utilities.

PART 8 PROJECT SIGN

8.1 GENERAL

Add:

- B. Job Site Bulletin Board: CONTRACTOR shall install and maintain, within the limits of the project, a job site bulletin board for the project duration. CONTRACTOR is required to post five (5) standard posters plus three (3) project specific posters, three (3) U.S. Department of Labor posters, and one American Recovery and Reinvestment Act Whistleblower Poster. The job site bulletin board and posters shall be in accordance with the Florida Department of Transportation EEO Construction Contract Compliance Work Book.
- C. CONTRACTOR shall coordinate with the City of Key West to determine the location for the Job Site Bulletin Board.

SECTION 01014 ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.03 LOCAL SITE CONDITIONS

Add:

- F. CONTRACTOR shall be responsible for providing and maintaining temporary berms and covers, and approved method with which to handle, carry through, or divert around his work all flows, including storm flows, so as to prevent release of stormwater runoff and silt from entering Outstanding Florida Waters.

SECTION 02221 TRENCH EXCAVATION AND BACKFILL

PART 2 PRODUCTS
2.2 TRENCH BACKFILL

Revise to include:

Backfill above the pipe zone shall be lime rock backfill meeting the requirements of Sections 901, 902, and 911 of the FDOT Specifications.

PART 3 EXECUTION
3.13 TRENCH BACKFILL ABOVE PIPE ZONE

Revise percent compaction to 98%:
Compact to not less than ~~95~~ 98 percent relative compaction.

SECTION 02555 ASPHALT CONCRETE PAVEMENT

PART 2 MATERIALS
2.7 ASPHALT CONCRETE

Revise asphalt concrete type to SP-9.5, SP-12.5 and FC-9.5, FC-12.5; and material specification Section 334:

Asphalt concrete for surfacing the designated area shall be ~~Type S-3~~ SP-9.5, SP-12.5 and FC-12.5 hot-plant mix and all materials shall conform to the requirements of Section ~~334~~ 334 of the Standard Specifications.

Asphalt Concrete for leveling shall be ~~Type S-3~~ SP-9.5 or SP-12.5 in conformance with Section ~~334~~ 334 of the Standard Specifications.

SECTION 02575 SURFACE RESTORATION / INSTALLATION

PART 2 PRODUCTS
2.8 ASPHALT CONCRETE

Revise asphalt concrete type to SP-9.5, SP-12.5 and FC-9.5, FC-12.5; and material specification Section 334:

The asphalt concrete shall be ~~Type S-III~~ SP-9.5, SP-12.5 and FC-12.5 in conformance with Section ~~334~~ 334 of the DOT Specifications.

Asphalt Concrete for leveling shall be ~~Type S-III~~ SP-9.5 or SP-12.5 in conformance with Section ~~334~~ 334 of the Standard Specifications.

2.9 CONCRETE

Revise concrete mix to 3,500 psi at 28-day break:

Concrete shall be ~~Class I 3,500 psi at 28-day break~~ concrete in conformance with Section ~~345~~ **346** of the FDOT Standard Specifications for Road and Bridge Construction.

SECTION 02721 CATCH BASINS AND INLETS

PART 2 PRODUCTS

2.1 CONCRETE

Revise concrete mix to 3,500 psi at 28-day break:

Concrete shall be ready-mix, ~~Class I 3,500 psi at 28-day break~~ concrete as specified in Section ~~345~~ **346** of the FDOT Standard Specifications for Road and Bridge Construction.

SECTION 02930 FINISH GRADING AND GRASSING

PART 2 PRODUCTS

2.1 SOD

Revise sod material to Bahiagrass:

Sod shall be ~~St. Augustine Floratam~~ **Pensacola bahiagrass**, free of weeds or growth detrimental to economical maintenance, proper establishment, or appearance of completed turf.

SECTION 03002 CONCRETE PLACEMENT, CURBS AND SIDEWALKS

PART 2 MATERIALS

2.8 ASPHALT

Revise hot mix asphalt conforming to FDOT Superpave Asphalt Concrete:

Hot mix asphalt conforming to ~~FDOT R-3~~ **Superpave Asphalt Concrete** shall be paid at the unit price bid for Asphalt paving repairs.

2.9 GRASSING

Revise sod material to Bahiagrass:

Sod shall be of the ~~St. Augustine Floratam~~ **Pensacola bahiagrass** type, conforming to FDOT Division II Section 981 and Division II Section 575.



Bermello Ajamil & Partners, Inc.

Architecture
Engineering
Planning
Interior Design
Landscape Architecture

MEMO

Date: August 23, 2010

Project: Key West CEI
Northside Drive
B&A Project # 10035.000

Subject: Mandatory Pre-Bid Meeting

From: Jack Young

Attendees: (See attached Sign-In Sheet)

The purpose of the meeting was to introduce the potential bidders to the project staff that will be administering the construction contract, elaborate on the Federal Regulations involved in the project, review the FDOT grant that funds the project, and provide an oversight into the Federal/FDOT reporting requirements to assure that the cost of furnishing data and/or completing the required forms is included in the proposal final pricing.

The grant obligations contain, but are not limited to, DBE, FDOT, EEO, and Davis-Bacon requirements. The "Heavy" classification for the Davis-Bacon requirements will **NOT** apply to this project and will be deleted by Addendum.

All cost for testing of materials (Concrete, Asphalt, etc.), density and compaction test, and any testing called for in the specifications will be paid for by the contractor and are included in the total proposal price.

All questions should be submitted to Elizabeth Ignaffo, Project Manager, at Key West City Hall by 12:00 Noon Thursday, August 26, 2010. Elizabeth's e-mail is aignaffo@keywestcity.com.

An addendum will be issued containing all questions and answers and posted on the City's web site and on "Demand" web site.

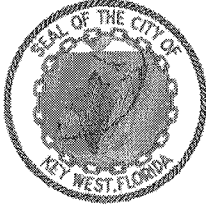
All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this addendum may be considered non-responsive.



Signature

CHARLEY TOPPINO & SONS, INC.

Name of Business or Corporation



1

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

**Invitation to Bid # 10-018
NORTHSIDE DRIVE STORMWATER MITIGATION
PROJECT NO. GN-0717
FDOT FEDERAL FUNDS LAP AGREEMENT # 4227-18-1**

ADDENDUM # 1

August 20, 2010

This addendum is issued to extend the date of the Bid Package opening.

Please be advised of the following changes to the contract documents:

Sealed Bids for NORTHSIDE DRIVE STORMWATER MITIGATION, GN-0717, addressed to the City of Key West, will be received at the office of the City Clerk, City of Key West, 525 Angela St., Key West, Florida, until 3:00 p.m., local time, on the 8th day of September, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one original and four (4) copies of bid package and twelve (12) CD-ROMs with one single pdf file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "**INVITATION TO BID #10-018 NORTHSIDE DRIVE STORMWATER MITIGATION,**" addressed and delivered to the City Clerk at the address noted above.

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 5 percent of the amount bid.

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

Signature

CHARLEY TOPPINO & SONS, INC.

Name of Business or Corporation