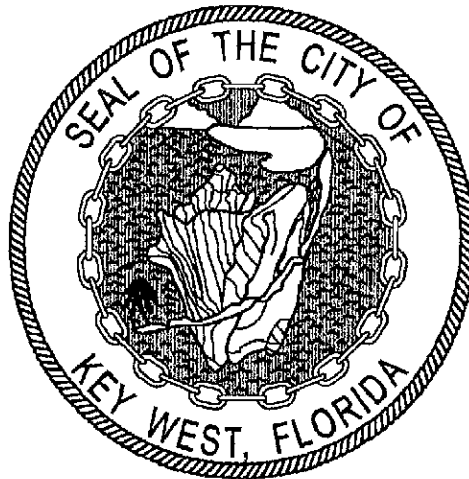


BID DOCUMENTS
FOR THE CONSTRUCTION OF THE
**NAVY MOLE PIER ELECTRICAL
DISTRIBUTION
SYSTEM UPGRADES**



PREPARED FOR

CITY OF KEY WEST

MAYOR
CRAIG CATES

TONY YANIZ
JIMMY WEEKLEY
BILLY WARDLOW

Volume 1 of 2
Specifications

MARK ROSSI
CLAYTON LOPEZ
TERI JOHNSTON

For information regarding
this project, contact:

ANDREW SMYTH P.E.
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Key West, FL 33040
305/294-1645

CH2MHILL

CH2M Hill Project No. 436331
Key West Project No. ITB# 12-023

MAY 2012

CITY OF KEY WEST

Key West, Florida

BID DOCUMENTS

for construction of the

NAVY MOLE PIER ELECTRICAL DISTRIBUTION SYSTEM UPGRADES

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

CH2M HILL

Key West, FL
May 2012

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PROCUREMENT REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West Navy Mole Pier Electrical Distribution System Upgrades, addressed to the City of Key West, will be received at the Office of the City Clerk, City of Key West, 3140 Flagler Ave., Key West Florida, 33040 until **3 p.m, local time, May 16, 2012** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit three (3) originals and three (3) CD-ROMS or USB Drives with one single PDF file of the entire bid package on each CD-ROM. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "Navy Mole Pier Electrical Distribution System Upgrades" addressed and delivered to the City Clerk at the address noted above.

This project consists of upgrades to an existing electrical system located on the Navy Mole Pier. The project includes removal of existing 480-volt electrical distribution subfeeders, installation of approximately 22,000 linear feet of 750 MCM cable, 4,000 LF of #2ground, 5,000 linear feet of Multiconductor 12/#12 600V control cable, cable racking in 10 existing electrical manholes, replacement of 168 CTs, replacement of 9 relays, Calibrate and Reset 56 existing relay, electrical testing, and miscellaneous electrical. The project is located on Navy property. Complete electrical coordination study

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.

A nonmandatory Site Visit will be held at **10 a.m. on May 7, 2012** at the US Navy Mole, Truman Annex, Key West, Florida.

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) five percent of the amount of the bid. The contractor shall be a licensed contractor by the State of Florida and submit proof of such with the 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. The Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

The Bidder shall furnish documentation showing that he is in compliance with the Requirement for City Contractors to Provide Equal Benefits for Domestic Partners per City Ordinance Section 2.799 within 10 days following the Notice of Award:

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

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact the designated Engineer by the General Services and Utilities Department of the City of Key West.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

Dated this ___ day of _____ 20__.

CITY OF KEY WEST

By _____
Jim Scholl, City Manager

STATEMENT OF NO BID #

NAVY MOLE PIER ELECTRICAL DISTRIBUTION SYSTEM UPGRADES

NOTE:IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- Insufficient time to respond to Invitation to Bid
- 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 your "Bidder Mailing List"
- Other (Please specify below)

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

COMPANY
NAME: _____

AUTHORIZED
AGENT _____

COMPANY
ADDRESS _____

DATE: _____ TELEPHONE: _____

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 5 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 Bid, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

C. DRAWINGS

Details of construction are bound separately.

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 or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter 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.

Information derived from inspection of 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 nonburning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form. Some items will be listed as unit price basis for specific items of Work listed in the Bid Form.

The Lump Sum Bid Price shall include such amounts as the Bidder deems proper for overhead and profit on account of specific unit price items and cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

The total of all Bid unit prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Bid form must be filled in for all schedules and associated parts, as required, preferably in BLACK ink. All price information shall be clearly shown in figures where required. No changes shall be made in the phraseology of the forms. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. DESCRIPTION OF SUPPLIERS

The manufacturer name, trade name, brand name, or catalog number used in the Specifications is for the purpose of describing and establishing equipment that has been presented for this Project. Other equipment will not be accepted.

C. SIGNATURE

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

D. SPECIAL BIDDING REQUIREMENTS

The Bidder shall submit with his Bid his experience record showing his experience and expertise in marine construction similar to this project. Such experience record shall provide at least five 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.

E. ATTACHMENTS

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

1. Anti Kickback Affidavit.
2. Public Entity Crimes.
3. Key West Indemnification Form.
4. Disclosure of Lobbying Activities.
5. Non-Collusion Declaration and Compliance with 49 CFR §29.
6. Suspension and Debarment Certification.

F. PUBLIC ENTITY CRIMES

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

G. CITY OF KEY WEST LICENSE REQUIRED

(NOT REQUIRED)

H. ANTI-KICKBACK AFFIDAVIT

The Bidder shall submit a signed and notarized Anti-Kickback Affidavit with Bid on the form provided herein.

I. SECURITY/SITE ACCESS

The Bidders attention is directed to the requirement to obtain access (RAPID GATE PASS) to the site during construction. Since the site is located on a Navy Facility, access is controlled. The successful Bidder is responsible in obtaining access for personnel, subcontractors, and deliveries. All costs associated with this requirement are to be included in the Lump Sum Bid. More information is found in the Supplementary Conditions of this document.

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 Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. LOCAL PREFERENCE

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses within 5 percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

9. SUBMISSION OF PROPOSALS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith. The Bidder shall submit three (3) originals and **THREE (3) ELECTRONIC COPIES ON DISC or USB DRIVES WITH A SINGLE PDF FILE OF THE FULL PROPOSAL** and all required bonds, attachments, and forms.

Each Bid must be submitted in two sealed envelope one within the other, 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.

10. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

11. BID SECURITY

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

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

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

12. RETURN OF BID SECURITY

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

13. AWARD OF CONTRACT

The award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. The Owner may award entire Bid or selected line items based on the City's best interest and available funds at time of Award.

Within 45 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract 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 45 days after the opening of Bids.

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

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.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent in state which work is being performed) 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 and materials. 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 Bid a list of the items that he will perform with his own forces and the estimated total cost of these items.

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 be allowed in accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work authorized is stated in the Bid.

19. NONMANDATORY PRE-BID CONFERENCE

A nonmandatory Pre-Bid Conference will be held by the City of Key West on **May 7, 2012**. The meeting will take place US Navy Mole, Truman Annex, Key West, Florida beginning at **10:00 a.m.** The City of Key West requests attendance by all prospective bidders. The purpose of the meeting will be to discuss particular requirements and answer questions of the prospective bidders relative to completing this project.

END OF SECTION

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

BID FORM

To: The City of Key West
 Address: 3140 Flagler Ave. Key West, Florida 33040
 Project Title: Navy Mole Pier Electrical Distribution System Upgrades

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

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

Name: Benson Electric, Inc.
 Telephone: 305-235-6741

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

LIQUIDATED DAMAGES

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

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

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 330-40

ADDENDUM #1
Navy Mole Pier Electrical Distribution Upgrades
Invitation to Bid: 12-023
10 May 2012

**Attached to this coversheet is Addendum #1 dated 9 May 2012 as
Developed by CH2MHILL**

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

James H. Clark Benson Electric, Inc. 5-16-2012
Signature Company Date



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 330-40

ADDENDUM #2
Navy Mole Pier Electrical Distribution Upgrades
Invitation to Bid: 12-023
14 May 2012

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

- Attached to this coversheet is Addendum #2, dated 14 May developed by CH2MHILL.
- The bid opening dates is moved to 3:30pm, 17 May 2012

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 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


Name Of Business
5-16-2012

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

ADDITIONAL BALSER RELAYS

The unit price includes all material, labor, and equipment necessary to provide, test, calibrate, and install each relay with any appurtenances.

ADDITIONAL CTs

The unit price includes all material, labor, and equipment necessary to provide, test, calibrate, and install each CT with any appurtenances.

ADDITIONAL 1600-AMP BREAKER

Bidder agrees to furnish to Owner 2 Each Eaton/Cutler hammer – Style DSLII 516, 1600A frame, electrically operated, drawout breaker with all appurtenances for installation and the required warranty.

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

LUMP SUM BASE BID

| | | | | | |
|----|---|-----------|-----------------------|--|------------------------|
| A. | Electrical Distribution System Upgrades including but not limited to the replacement of defective Conductors (excluding 750 MCM Cable), , installation of nine (9) new relays, calibration and adjustment of all protective relays, removal and replacement of one-hundred and sixty-eight (168) C/Ts, removal and replacement of eight (8) receptacle cover switches (cubicles), removal and replacement of twenty-three (23) control switches, removal and replacement of four (4) momentary lock switches testing and rehabilitation of six (6) SF-6 switches, electrical system testing, and commissioning, | | | | |
| | | | | | \$ <u>1,011,772.64</u> |
| B. | 750 MCM Cable | 22,000 LF | \$ <u>17.4375/LF</u> | | \$ <u>383,625.00</u> |
| C. | Salvage 750 MCM Cable | 22,000 LF | \$ <u>2.75 /LF</u> | | (\$ <u>60,500.00</u>) |
| D. | Additional Basler Relays | 6 EA | \$ <u>2,977.8/EA</u> | | \$ <u>17,866.86</u> |
| E. | Additional CTs | 15 EA | \$ <u>345.48 /EA</u> | | \$ <u>5,182.20</u> |
| F. | Additional 3200-amp Breaker with Fuse Truck | 1 EA | \$ <u>92,076.7/EA</u> | | \$ <u>92,076.71</u> |
| G. | Additional 1600-amp Breaker | 3 EA | \$ <u>58,850./EA</u> | | \$ <u>176,550.00</u> |
| H. | Additional 800-amp Breaker | 1 EA | \$ <u>46,320.8/EA</u> | | \$ <u>46,320.84</u> |
| I. | <u>Additional Control</u> Switches | 6 EA | \$ <u>560.11 /EA</u> | | \$ <u>3,360.66</u> |

J. Contingency Allowance \$ 100,000.00
 K. Post Commissioning Allowance \$ 30,000.00
 TOTAL LUMP SUM BID \$ 1,806,254.91
 (numerals)

ONE MILLION EIGHT HUNDRED SIX THOUSAND TWO HUNDRED FIFTY-FOUR***Dollars

(Amount written in words has precedence)

and *****91/ Cents

(Amount written in words has precedence)

SUBCONTRACTORS

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

 Name

 Street City State Zip

 Name

 Street City State Zip

 Name

 Street City State Zip

 Name

 Street City State Zip

Surety

The Guarantee Company of North America USA whose address is

25800 Northwestern Hwy. Southfield MI 48075
Street Suite 720 City State Zip

Bidder

The name of the Bidder submitting this Bid is Benson Electric, Inc.

_____ doing business at

10475 SW 186 St. Miami FL 33157
Street City State Zip


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

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

James H. Clark President
James H. Clark, Jr. Vice President
Gloria Faye Clark Sec & Treas.

~~If Sole Proprietor or Partnership~~

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



Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 1st day of may 2012

(SEAL)

Benson Electric Inc.
Name of Corporation

By: James H Clark

Title: President

Attest: Alvin S Clark
Secretary

END OF SECTION

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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 Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 16th day of May, 20 12.

Benson Electric, Inc.

Principal

By: 

The Guarantee Company of North America USA

Surety

By: 

Attorney-In-Fact Charles D. Nielson

END OF SECTION



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Charles J. Nielson, Charles D. Nielson, Joseph P. Nielson, David R. Hoover
Nielson and Company, Inc. ~ Miami Lakes

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 10th day of November, 2009.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Handwritten signature of Stephen C. Ruschak

Stephen C. Ruschak, Vice President

Handwritten signature of Randall Musselman

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 10th day of November, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Handwritten signature of Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 16th day of May, 2012.



Handwritten signature of Randall Musselman

Randall Musselman, Secretary

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

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

1. This sworn statement is submitted with Bid or Proposal for Navy Mole Pier Electrical Distribution System Upgrades, City of Key West, Florida

2. This sworn statement is submitted by Benson Electric Inc.
(name of entity submitting sworn statement)

whose business address is 10475 SW 186 St, Miami,
FL 33157 and (if applicable) its Federal Employer

Identification Number (FEIN) is 59-1226489

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

3. My name is James H. Clark
(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.)

James H. Clark
 (signature)
 May 16, 2012
 (date)

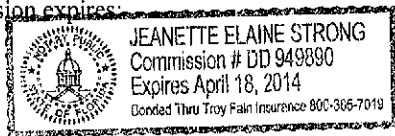
STATE OF Florida
 COUNTY OF Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

James H. Clark who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 16 of May, 2012.

My commission expires:



Jeanette Elaine Strong
 NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

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: Benson Electric, Inc SEAL: _____
10495 SW 136 St., Miami, FL 33157
 Address
James H. Clark
 Signature
James N. Clark
 Print Name
President
 Title

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

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

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

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

Business Name _____

Phone: _____

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

Fax: _____

Length of time at this address _____

Signature of Authorized Representative _____

_____ Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

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: Genson Electric, Inc.
James H Clark

Sworn and subscribed before me this
16 day of May, 2012

Jeanette Elaine Strong
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires:

END OF SECTION

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|--|---|--|
| <p>1. Type of Federal Action:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | <p>2. Status of Federal Action:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award | <p>3. Report Type:</p> <input type="checkbox"/> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only:</p> <p>year _____</p> <p>quarter _____</p> <p>date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ <i>if</i> <p><i>known:</i></p> <p>Congressional District, if known:</p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i></p> <p>_____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> <p>\$</p> | |

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

FORM DEP 55-221 (01/01)

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

ITEM/SEGMENT NO.: ITB#12-023
 F.A.P. NO.:
 PARCEL NO.:
 COUNTY OF:
 BID LETTING OF: May 17, 2012

I, James H. Clark, hereby
 declare that I am President of Benson Electric, Inc.
 Of 10475 SW 78th St. Miami, FL 33157
 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.

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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:

(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: James H. Clark, President WITNESS: J. Elaine Strong
NAME AND TITLE PRINTED

BY: James H. Clark WITNESS: J. Elaine Strong
SIGNATURE

Executed on this 16 day of May, 2012

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

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER THAN 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, May 16, 2012

By

Authorized Signatory Contractor

James H. Clark, President

Typed Name Title

Benson Electric, Inc.

Contractor's Firm Name

10475 SW 186 St.

Street Address

N/A

Building State Number

Miami, FL 33157

City/State/Zip Code

305-235-6741

Area Code Telephone Number



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BENSON ELECTRIC INC

JUN 16 2010

CLARK, JAMES H
BENSON ELECTRIC INC
10475 SW 186TH ST
MIAMI

FL 33157-6715

RECEIVED

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

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

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

STATE OF FLORIDA AC# 4990170
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC0000025 06/09/10 098171047

CERTIFIED ELECTRICAL CONTRACTOR
CLARK, JAMES H
BENSON ELECTRIC INC

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2012 L10060901376

DETACH HERE

AC# 4990170

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L10060901376

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 06/09/2010 | 098171047 | EC0000025 |

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

CLARK, JAMES H
BENSON ELECTRIC INC
10475 SW 186TH ST
MIAMI

FL 33157-6715

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

Benson Electric, Inc.

10475 S.W. 186th STREET
MIAMI, FLORIDA 33157

ELECTRICAL CONTRACTOR
EC 0000025 CC 0360
Member NECA

APRIL 2, 2002

COMPANY PROFILE

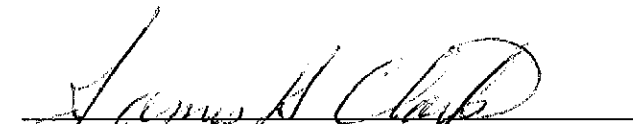
SINCE 1966 BENSON ELECTRIC HAS PROVIDED ELECTRICAL CONTRACTING SERVICES TO A VARIETY OF CLIENTS THOUGHOUT SOUTH FLORIDA. WE HAVE TOTAL ELECTRICAL DESIGN AND WIRING CAPABILITIES WITH EMPHASIS ON POWER WIRING, ELECTRICAL CONTROL WORK AND HIGH VOLTAGE INSTALLATIONS.

BENSON ELECTRIC'S MAJOR WORK IS IN WATER AND SEWER, MOVABLE BRIDGES, INDUSTRIAL AND COMMERCIAL BUILDINGS. WE ARE WILLING TO DO ANY SIZE OF CONTRACT (SMALLEST TO LARGEST). BENSON ELECTRIC ALSO, MAINTAINS A COMPLETE SERVICE DEPARTMENT FOR ALL CLIENTS NEEDS. WE COMPLETE PROJECTS ON TIME AND WITHIN BUDGET AND WE OFFER EFFICIENT OPERATING SYSTEMS AND QUALITY MATERIAL.

WE HAVE EXCELLENT BANKING AND BONDING RELATIONS AND HAVE BEEN BANKING WITH THE SAME BANK SINCE 1966. AND ON LINE WITH BONDING COMPANY FOR OVER 19 YEARS. OUR STRONG FINANCIAL PORTFOLIO, EXPERIENCED MANAGEMENT, SOLID TRADE CREDIT AND COMMITMENT OF SUPERIOR PERFORMANCE HAVE RESULTED IN A REPEAT BUSINESS WITH OUR CUSTOMERS. WE VALUE OUR CLIENTS AND WE VALUE THEIR INTEREST.

AS A MULTIPLE LICENSED CONTRACTOR BENSON ELECTRIC CAN DO WORK THOUGHOUT THE STATE OF FLORIDA.

WE HAVE NEVER DEFAULTED OR NOT COMPLETED A PROJECT AND ARE PROUD OF OUR RECORD. WE INVITE YOU TO GET TO KNOW US. WE WELCOME YOUR BUSINESS WITH BENSON ELECTRIC.



JAMES H. CLARK, PRESIDENT

Company Profile

Under current ownership and management since 1966, Benson Electric has provided electrical contracting services to a wide variety of clients throughout the south Florida market. We have total electrical design and installation capability, with an emphasis on power systems and equipment installation and repair, medium and high voltage installations, and industrial control and automation systems. As a multiple licensed State Certified Unlimited Electrical Contractor, Benson Electric, Inc. is fully licensed to work throughout the entire State of Florida, in all aspects of the industry. We also have an active capability for the design and manufacture of custom UL listed industrial control panels through our subsidiary, CK Controls, as well as being a UL96A Master Installer of lightning protection systems.

Benson Electric, Inc. maintains a major focus on the industrial electrical industry, and has successfully completed numerous projects in the water and wastewater industry, moveable bridge rehabilitation, power transmission and infrastructure. We proudly maintain an active client list which includes Miami-Dade Water and Sewer Department, Army Corps of Engineers, The Florida Keys Aqueduct Authority, Miami-Dade Aviation Department, The Metro-Dade Transit Authority, The National Park Service, Florida International University, The South Florida Water Management District, and CSX/Tri-Rail, along with a long list of contractors with which we have worked successfully over the past four decades. With a very low employee turnover rate, we are able to field experienced and industry specialized crews with a proven track record of performance and project success.

We are also active members of the National Electrical Contractor's Association (NECA) and the South Florida Chamber of Commerce.

We keep in operation a complete service department with 24 hour emergency service to our valued customers. We also maintain a presence in the commercial electrical marketplace through our network of commercial contractors and business owners. We pride ourselves on the quality of our workmanship and complete our projects on time and within budget.

We have excellent banking and bonding relationships, and have been utilizing the same bank since 1966. Our bonding company has been servicing our bonding requirements for over 25 years. We have never failed to complete a project under contract, nor have we had any claims against any performance bond we have provided. Our strong financial portfolio, experienced management, solid trade credit and commitment to superior performance

have resulted in a loyal customer base. We value our clients and their needs, and hold their interests as our own.

We invite you to get know us better, and we will welcome your business with Benson Electric, Inc..

Revised July 23, 2003

BENSON ELECTRIC, INC., Founded 1930's

PRINCIPLES:

JAMES H. CLARK, President and owner, since 1966

Years in Trade, since 1955

Master Electrician, Qualifying Agent

CC#0360

Dade County License #022922-9

Broward County License #1532480

Monroe County License #06941

State of Florida License #EC0000025

JAMES H. CLARK, JR., Vice President

29 Years experience

Job Field Supervisor

Certified Journeyman Electrician (Dade County License)

5-15KV Certified Cable Splicer

BRIAN J. PLATTS

18 Years experience (see enclosed)

EMPLOYEES: Five office staff and ten (10) electricians in the field.

SUBSIDIARIES:

C & K CONTROLS

Designs and builds control panels.

HV TESTING

Medium and hi-voltage terminations and hi-potential cable testing.

ORGANIZATIONS

Member of NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION since
October 1, 1967

Member of ASSOCIATED BUILDERS AND CONTRACTORS, INC.

Member of PERRINE-CUTLER RIDGE ROTARY CLUB

Member of SOUTH DADE CHAMBER OF COMMERCE

Member of DUNN & BRADSTREET

Brian J. Platts

Personal – Marital Status – Married with 2 children
Date of Birth - November 16, 1962
Place of Birth - Petersburg, Va.

Licensing - Dade County Journeyman Electrician
Broward County Journeyman Electrician

Education - 1980 – High School Graduate – Miami Sunset Sr. High
1985 – Mike Holt Electrical Estimating Program
1985 – Mike Holt Contracting Management Program
1992 - Journeyman Preparatory Course – South Dade Sr. High School

Experience – Feb 1984 – April 2003 – American Electric of Miami
Commercial, industrial and medium voltage projects (through 22.8KV) with both municipal and private sector clients, with special emphasis on large industrial work.
Responsibilities included complete project estimating with final bid price determination, subcontract review and negotiation, project management and coordination, code and safety regulation, design and value engineering, specification compliance, package purchasing and purchase order negotiation, project work schedules (CPM critical path method), project billing schedules and verification, project closeout.
Initiated, coordinated and implemented the startup and operation of a Underwriter's Laboratories certified custom control panel manufacturing facility. Responsible for the design, manufacture, and certification of control panels including UL compliance monitoring for numerous control applications, and functional verification, plus the design and integration of various field process control systems for the water and wastewater treatment industries.
Have successfully designed and implemented lightning protection systems based on LPI (Lightning Protection Institute) and UL96A, and various lighting systems utilizing standards established by IES (Illumination Engineering Society).
Competency in CADD drafting as well as numerous business related software applications in Microsoft and Corel formats for Both PC and Mac systems.

April 2003 – present – Benson Electric, Inc.
Duties anticipated to be in line with previous experience, including involvement in CK Control, which is a Underwriter's Laboratories certified custom control panel manufacturing facility, and a subsidiary of Benson Electric, Inc.

Revised October 21, 2010

JAMES H. CLARK

Journeyman Electrician, Licensed Dade County Electrician with 50 years experience, Certified 15 KV High-Voltage Cable Splicer with 50 years experience.

JAMES H. CLARK, JR.

Journeyman Electrician, Licensed Dade County Electrician with 36 year experience, Certified 15 KV High-Voltage Cable Splicer with 25 years experience. State of Florida Master Electrician 2 years.

ARTHUR BRILL

Journeyman Electrician, Dade county Electrician with 35 years experience, Certified 15KV High-Voltage Cable Splicer with 25 years experience.

EVERTON A. WILLIAMS

1989 – Graduate of Florida International University Bachelor of Science in Electrical Engineering

1990 – Benson Electric, Inc. to present. Responsibilities are estimating in the areas of residential, commercial and industrial projects. Writing and negotiation contracts, Project Management.

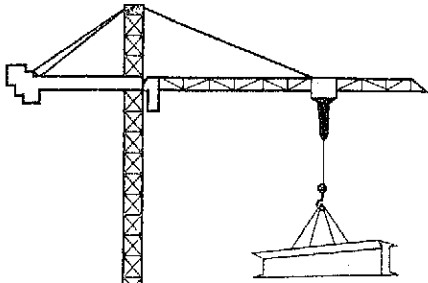
Residential and commercial inspections.

Minor electrical design and drawings and also permitting and processing of electrical drawings.

JACK WM. GRAFMYER

HIRED 3/11/1997 AS AN ELECTRICIAN HELPER.

6/1/2000 GRADUATED ABCI APPRENTICESHIP SCHOOL IN THE CRAFT OF ELECTRICAL.
HAS WORKED IN EVERY FIELD OF ELECTRICAL APPLICATION.
RESPONSIBILITIES ARE NOW AS A FIELD PROJECT MANAGER.



Nielson, Alter & Associates

A Member of
Nielson & Company, Inc.

THERE IS A DIFFERENCE...

September 6, 2006

CH2MHill

3011 Southwest Williston Road
Gainesville, Florida 32608

Re: **Benson Electric, Inc.**
The City of Sunrise
Sawgrass Storage Tank and
High Service Pump Facility

Gentlemen:

We have had the privilege of providing surety bonds for Benson Electric, Inc. for many years through Travelers Casualty and Surety Company of America. Benson Electric, Inc. has a bonding capacity on individual projects of \$3,000,000 and a total program capacity of \$6,000,000.

In our opinion, Benson Electric, Inc. is one of the finest, best managed construction firms in the country. Benson Electric Inc. has always handled each of its projects in a professional manner and has completed all satisfactorily.

We hope the above demonstrates our utmost confidence in Benson Electric, Inc. We would not anticipate any problems providing the necessary Performance and Payment Bonds for the above referenced project and can begin the underwriting process once the surety's underwriting requirements are met.

Naturally, any bonds that are issued will be based upon acceptable contract terms as well as normal and standard underwriting criteria at the time of request. Should you have any questions, please do not hesitate to call. Thank you.

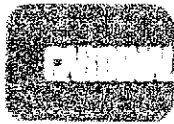
Very truly yours,

A handwritten signature in cursive script that reads "Charles D. Nielson".

Charles D. Nielson, Attorney-in-Fact
and Florida Resident Agent
Travelers Casualty and Surety Company of America

CDN:glm

Providing Bonds for the Construction Industry



CARDINAL CONTRACTORS, INC.

November 5, 2008

Re Benson Electric, Inc.
10475 SW 136th Street
Miami, FL 33157
Letter of Recommendation

To Whom it May Concern;

Please be advised that Cardinal Contractors is a General Contractor specializing in the construction of Water and Wastewater Treatment Plants and Pumping Stations. This letter serves as a recommendation for BENSON ELECTRIC, INC. for their ability to perform electrical work on all phases of our projects. Benson Electric provides and installs all electrical requirements starting with temporary power for construction, all raceways, conductors, low and high voltage switchgear, grounding, low and high voltage motor control, lightning protection systems, fire alarm systems and electrical testing.

Benson Electric, Inc. has worked with Cardinal as an Electrical Subcontractor for over ten years with projects ranging in size from a few thousand dollars to million dollar projects. We have found them to be a very good and dependable firm that can be trusted to perform the work in a timely fashion and with the expertise that is required in a Treatment Plant/Pumping Facility involving intricate Instrumentation and Control schemes.

Should you require a list of the many projects that we have worked on with Benson Electric, Inc. or have any questions, please call our office at (954) 587-0520.

Vary truly yours,

Cardinal Contractors, Inc.

Robert E. Hodges
Project Manager

cc: File Chrono

Sarasota Office:

2201 Cantu Court, Suite 202, Sarasota, FL 34232
Ph: (941) 377-8555
Fax: (941) 377-8542

Ft. Lauderdale Office:

5365 Stirling Road Ft. Lauderdale, FL 33314
Ph: (954) 587-0520
Fax: (954) 587-6653



November 5, 2008

IT MAY CONCERN:

As the project manager for ASCO solutions Group, a division of Emerson Network Power, we contracted Benson Electric to install a two engine paralleling system and associated transfer switches, including a 2,000 kVa, 5 kV transformer that is to be used with a rental generator set in case of an engine failure. The new gear and associated generation was installed to power a large critical chiller at Jackson Memorial Hospital.

The workmanship and cooperation from Benson Electric were outstanding. The project never experienced a delay attributable to Benson Electric. We would not hesitate to recommend Benson for any type of electrical work and would use them again.

If you have any questions, feel free to call me at (330) 306-0780.

Sincerely,

REDUCED ENERGY SPECIALISTS, INC.

A handwritten signature in black ink, appearing to read 'Michael McCarty', is written over a faint, larger version of the same signature.

Michael McCarty
President

MM:mkm



Wharton-Smith, Inc.
CONSTRUCTION GROUP

To Whom It May Concern

Benson Electric Incorporate (BEI) is successfully completing all Electrical Work, under subcontract with Wharton Smith, Inc., for the 6.0mgd Reverse Osmosis (RO) Expansion Project at the J Robert Dean WTP located in Florida City, Florida for the Florida Keys Aqueduct Authority (FKAA), FKAA Project No. 1085-0.

Project features included:

1. 10,500sf process & control building.
2. (4) 1.5mgd RO Trains each including 500 hp feed pumps, pressure vessels, interconnecting piping, and instrumentation & controls, bulk chemical storage facility
3. Pre-treatment system including chemical feed & cartridge filtration
4. Post-treatment system including degasifier with off gas scrubber
5. Transfer pump station including clear well with six 60 hp transfer pumps.
6. Well field including (4) 125 hp production wells.
7. Deep injection and monitoring well
8. All electrical, instrumentation & control work
9. Yard piping

BEI's scope of their work includes but not limited to the following Key Components:

1. Furnish and install all electrical distribution equipment, switchgear (25kva & 5kva), transformers, and automatic transfer swathes, variable frequency drives and disconnect switches.
2. Furnish and install all fire alarm system
3. Furnish and install heat tracing
4. Furnish and install telephone and paging system.
5. Furnish and install all exterior conduits and raceways
6. Furnish & install all site, & buildings exterior and interior lighting system.
7. Furnish & install all switches and receptacles.
8. Furnish & install feeder and branch conduit, raceways and conductors.
9. Furnish and install all feeder & branch wire terminations.
10. Installation of fiber optics cable
11. Design, furnish and install lighting protection system
12. Install all control panels, field panels, instrumentation and modifications to existing control instrumentation system.
13. Testing, start-up & commissioning support.

We find BEI to be a highly competent Electrical Subcontractor and the quality and timeliness of BEI's work exceeds that of the industry standard and therefore recommends BEI on a project of similar magnitude and difficulty.

Sincerely,

David J Blanchard
Project Manager
Wharton-Smith, Inc.

GENERAL CONTRACTOR REFERENCES

| | | |
|---|---|--|
| Miami Dade Water & Sewer Dept. Dept. | David Diffie Humberto Codispoti Rick Taylor Cliff Jordan Art Martinez Luis Rodriquez Dan Richards | 305-275-3132 305-665-7471 305-275-3126 305-275-3117 305-275-3124 305-257-2882 305-944-5147 |
| Speegle Construction, Inc. | Jim Speegle | 1-407-632-8164 |
| BCL Construction, Inc. | Bill Boyle | 305-667-5545 |
| HOM Construction Corp. | Jerry Ortiz | 305-233-6324 |
| Harbour Management | Ray Van Hook | 305-246-5867 |
| State Contracting | James Turner | 1-954-321-9663 |
| D. N. Higgins, Inc. | | 1-313-996-9500 |
| Kelley Brothers, Inc. | Jim Dees | 1-813-466-7575 |
| Widell, Inc. | Greg Towne | 1-954-587-0520 |
| W. Thomas Construction Corp. | Bill Brown | 305-595-2037 |
| The Poole & Kent Co. | Pat Carr | 305-325-1930 |
| U.S Army Corps of Engineers | Bill Cabot Sashi Makker, PE | 305-613-1508 1-904-232-1112 |
| Intrastate Construction | Joe Brown | 1-954-472-1377 |
| MWI Corporation | Mike Ianucci | 1-954-426-1505 |
| DSC – CS – Contracting Service National Park Service | Pattie L. Karnes | 1-303-963-2189 |
| Horizon Retail Construction, Inc. | Eric | 1-262-638-6000 |
| Harry Pepper & Associates | David Pepper | 1-904-721-3300 |
| The Middlesex Corp. | Chuck Swain | 1-954-964-8862 |

GENERAL CONTRACTOR REFERENCES

| | | |
|---|--------------------------------|------------------------------|
| Recchi American, Inc. | | 305-670-7585 |
| Misener Marine Construction | Meije De Boer | 1-813-839-8441 |
| Myers Construction Group, Inc. | Ralph Myers | 305-669-4567 |
| Miami Dade Aviation Dept. | Godofredo Lara Dan Palivoda | 305-876-0849 305-869-3143 |
| Southeastern Engineering Contractors, Inc. | Ed Dominquez | 305-557-4226 |
| Miami Dade Housing Agency | Venessa Paulk | 305-358-7414 |
| Gee & Jensen A division of CH2M Hill | Vandin Calitu John McCuen | 1-954-752-4960 |
| Wharton-Smith, Inc. | Jeff Kostura ext.305 | 1-772-283-2944 |
| City of Miami | Jose Briz Andre Bryant | 305-416-1209 305-416-1211 |
| Cardinal Contractors, Inc. | Wendy Gomez | 1-941-377-8555 |
| Intrastate Construction Corp. | Dean Naylor | 1-954-472-1377 |
| Metro Equipment Service, Inc. | Abbey Fiallo | 305-598-7741 |
| SER – Biscayne National Park | Karl Bachman ext. 3010 | 305-230-1144 |
| Atlantic Skanska, Inc. | Todd Palmatier | 1-678-460-2600 |
| Miami Dade Transit | Mario Ventura | 305-638-7242 |
| Atlee Wampler | | 305-666-3597 |
| GlobeTec Construction | Ken Boone | 1-954-590-3305 |
| ASCO Services, Inc. | Michael McCarty ext. 2699 | 1-973-966-2000 |
| CH2MHill Constructor, Inc. | Brian Smith | 1-954-837-0361 |

GENERAL CONTRACTOR REFERENCES

Page 3

Intersteel, Inc.

Jim Robertson

1-859-254-9144

Benson Electric, Inc.

10475 SW 186 St.
Miami, FL 33157
PH: 305-235-6741

Electrical Contractor
EC00000025
CC000000360
FAX: 305-235-4690

Con't Revised as of February 15, 2012

Listed below are projects our organization has in progress or completed:

- JOB #1154** MDWAS Central District Fuel Farm Elec. Upgrade
Contract \$41,360.00 Miami-Dade Water & Sewer Dept.
Barry Marcinkewicz 786-552-4039
- JOB #1155** FKAJ JR Dean Water Treatment Plant Electrical Upgrades
Contract \$550,019.46 Florida Keys Aqueduct Authority
CH2MHILL Mike Furdock 1-239-596-1715
- JOB #1160** Addition/Alterations to Physical Fitness Center Bldg. 359
@ Homestead ARB, FL
Contract \$608,097.00
Balovento, LLC Trina Walker 1-334-983-9979
- JOB #1162** Parking Lot Lighting
Contract \$24,292.00
Immanuel Lutheran Church Pastor Coombs 305-661-1965
- JOB #1164** Relocate three phase 200 A Disconnect & warehouse lighting.
Contract \$9,150.00
Superior Window Jay Berkowitz 305-826-4800
- JOB #1166** RPQ#79700 Hialeah H3 15KV Switchgear Installation
Contract \$16,747.00 Miami-Dade Water & Sewer Dept.
Barry Marcinkewicz 786-552-4039
- JOB #1168** RPQ#79714 Electrical Upgrade to Hialeah Lime Plant Sludge Re-
pumping System.
Contract \$32,215.00 Miami-Dade Water & Sewer Dept.
Barry Marcinkewicz 786-552-4039

Benson Electric, Inc.

10475 SW 186 St.
Miami, FL 33157
PH: 305-235-6741

Electrical Contractor
EC00000025
CC000000360
FAX: 305-235-4690

Con't Revised as of December 2, 2011

Listed below are projects our organization has in progress or completed:

JOB #1120 Replacement of Ceiling Lights in the Clerk's Record room, Marshal's Supply room & Rooms 261 & 262, Library & Marshal's Office

Contract \$31,263.00

State of Florida Third District Court of Appeal

Al Sadowski or Santiago Palacios 305-229-3200

JOB #1125 MIA Marina Replace disconnects and meters

Contract \$8,909.00

City of Miami Stephen Bogner 305-579-6950

JOB #1130 City of Sunrise Modifications to 14 Bollards

Contract \$7,300.00

GlobeTec Construction Kevin Rink 1-954-590-3305

JOB #1135 Third District Court of Appeals Lighting Retrofit in four offices

Contract \$13,861.00

Thermal Concepts, Inc. Doug Daniels 305-940-0381

JOB #1140 South Florida Water Management C111 Spreader Canal Fence Grounding

Contract \$20,395.00

GlobeTec Construction Ashley Sexton 1-954-590-3305

JOB #1145 Magaluf Tower Generator Connection

Contract \$7,113.84

Weathered Stone of Central Florida Rick 1-407-467-2911

JOB #1150 City of Hollywood Replacement of Flowmeters at WTP

Contract \$56,000.00

R. J. Sullivan Corp. Will Pilsford 1-954-975-0388

JOB #1152 FKA A Vac Filter Contract \$1,617.00

Globaltech Design Build Co. Adam Moore 1-561-997-6433

Benson Electric, Inc.

10475 SW 186 St.
Miami, FL 33157
PH: 305-235-6741

Electrical Contractor
EC00000025
CC000000360
FAX: 305-235-4690

Con't Revised as of December 2, 2011

Listed below are projects our organization has in progress or completed:

- JOB #1035** Miami-Dade Water & Sewer Dept. SDWWTP Gas Pipe
Between Landfill & Cogen Building
Contract \$171,000.00
ABC Construction, Inc. Jorge Gonzalez 305-663-0322
- JOB #1040** Miami-Dade Transit Metromover various locations
Replace Three Phase cables and Transformers
Contract \$71,400.00
Miami-Dade Transit Horace Hudson 786-469-5204
- JOB #1045** MDWASD SDWWTP Effluent Lightning Protection
Contract \$19,517.00
Miami-Dade Water & Sewer Dept. David Diffie 786-552-4002
- JOB #1050** HARB Digital Airport Surveillance Radar
Contract \$358,429.21
David E. Ross Construction Co. Matt Gustin 1-816-737-2953
- JOB #1055** City of Cooper City Lift Station #1 Rehabilitation
Contract \$17,691.00
ABC Construction, Inc. Jorge Gonzalez 305-663-0322
- JOB #1105** City of Hallandale Install Transfer Switch
Contract \$43,940.00
City of Hallandale Beach John Chidsey 1-954-457-3045
- JOB #1110** City of Hialeah Deep Injection Well Pump Station
Contract \$165,000.00
Florida Design Contractors Greg Williams 1-561-845-1233
- JOB #1115** MDWASD Upgrade of Sewage Pump Station #0522
Contract \$95,821.84
ABC Construction, Inc. Jorge Gonzalez 305-663-0322

Benson Electric, Inc.

10475 SW 186 St.
Miami, FL 33157
PH: 305-235-6741

Electrical Contractor
EC00000025
CC000000360
FAX: 305-235-4690

Con't Revised as of September 29, 2010

Listed below are projects our organization has in progress:

- JOB #810** SDWWTP Chlorine Contact Tanks Nos. 5 to 9 S-812(A)
Contract \$698,365.87
Poole & Kent Pat Carr 305-325-1930
- JOB #901** Key Largo WWTP Facility Expansion and Upgrade
Contract \$1,854,429.36
Wharton-Smith, Inc. Joe Carter 1-772-283-2944
- JOB #912** SDWWTP S-808 Duct Bank
Contract \$1,673,036.00
Southern Power & Controls Andy Nechtem 1-813-620-2700
- JOB #1020** Relocate control panel Lift Station #29
Contract \$17,973.00
Miami Dade Aviation Dept. Glen Pla 305-876-0566
- JOB #1025** City of Golden Beach Monitoring Station
Contract \$26,900.00
Southeastern Engineering Contractors Ed Dominguez 305-557-4226
- JOB #1030** Newton PS Electrical System Improvements
Contract \$63,500.00
MDWASD Angel Gonzalez 786-552-4041

Benson Electric, Inc.

10475 SW 186 St.
Miami, FL 33157
PH: 305-235-6741

Electrical Contractor
EC00000025
CC000000360
FAX: 305-235-4690

Con't. Revised as of September 29, 2010

Listed below are projects our organization has completed or still in progress:

- JOB #709** **Murray Park Ball Field Lighting**
\$55,440.00 **Completed 8/30/2007**
City of So Mia Central Services, 6130 Sunset Dr., So Mia, FL 33143
- JOB #710** **FKA A JRDean WWTP RO Expansion**
\$5,098,618.66 **Completed 5/13/2010**
Wharton & Smith, Inc. **David Blanchard 1-407-321-8410**
- JOB #711** **Belen Basin Pump Stations**
\$709,905.89 **Completed 1/20/2010**
Southeastern Engineering Contractors **Ed Dominquez**
305-557-4226
- JOB #712** **US Army COE C111 Contract #7**
\$244,619.00 **Completed 2/11/2009**
Atlantic Civil, Inc. **Ted Tabor 305-670-9610**
- JOB #713** **City of Miramar FL RAS Pump Station Improvements**
\$30,200.00 **Completed 5/25/2008**
Intrastate Construction Corp.
8488 State Road 84, Davie, FL 33324
- JOB #714** **MDWASD – NoDist WWTP Replacement of Pre-Treatment Bldg.**
Sluice Gate #S-775R
\$26,225.00 **Completed 2/26/2009**
Intrastate Construction Corp.
- JOB #715** **MDWASD NoDist WWTP Clarifier No. 7**
\$68,647.19 **Completed 2/1/2008**
MDWASD **David Diffey 786-552-4002**
- JOB #716** **VA Hospital UPS 3rd Floor Lab**
\$53,697.00 **Completed 11/17/2008**
ETE Enterprises **Harry Bailey 1-561-572-1788**

JOB #718 SDWWTP S-816 Oxygenation Train No. 7
 \$307,790.00 Completed 9/17/2009
 Poole & Kent Co. Pat Carr 305-325-1930

JOB #801 SDWWTP S-825 Upgrade 285 MGD
 #2,125,544.26 Completed 8/27/2009
 Harry Pepper & Associates, Inc. Ralph Viola 1-904-721-5222

JOB #803 SDWWTP Replace Splices (service call)
 \$1,761.45 Completed 4/7/2008
 MDWASD David Diffey 786-552-4002

JOB #805 Eden Roc Hotel Renovations
 \$70,679.92 Completed 4/23/2009
 Eden Roc LLLP Mike Wirmel 305-431-3529

JOB #806 FKA JR Dean WWTP
 \$17,200.00 Completed 5/2/2008
 Florida Keys Aqueduct Authority
 PO Box 1239 , Key West, FL 33041

JOB #807 MDWASD S-847R
 \$891,428.26 Completed 7/30/2010
 Globetec Construction Ken Boone 1-954-590-3305

JOB #808 MDAD Bldg. 3040 Lightning Protection
 \$24,208.76 Completed 9/29/2008
 Miami Dade Aviation Dept. Glen Pla 305-876-0566

JOB #812 MDWASD Conduit & Removal @ Hialeah/Prestion WWTP
 \$27,502.11 Completed 11/21/2008
 MDWASD David Diffey 786-552-4002

JOB #814 Marshall Williamson Park Ltg. Improvements
 \$47,220.00 Completed 3/19/2009
 City of South Miami Rudy DelaTorre 305-663-6350

JOB #816 Tennis Court Lighting
 \$14,498.00 Completed 7/16/2009
 City of South Miami Rudy DelaTorre 305-663-6350

JOB #818 MDWASD SW Side of Biscayne Blvd.
 #3,126.00 Completed 1/29/2009
 MDWASD David Diffey 786-552-4002

JOB #902 11th Str. Station Transformer
\$21,172.64 Completed 8/18/2009
Miami Dade Transit Horace Hudson 305-636-6527

JOB #903 Warehouse Bldg 304 Sign Feeder
\$13,042.78 Completed 5/11/2009
Miami Dade Aviation Dept. Glen Pla 305-876-0566

JOB #904 Hadley Park Emergency
\$13,497.00 Completed 3/6/2009
City of Miami 444 SW 2 Ave., 6th Flr, Miami, FL 33130

JOB #905 SoFL Water Mgmt C-1 Canal Site
\$31,042.66 Completed 7/16/2009
Globetec Construction Ken Boone 1-954-590-3305

JOB #906 Replace oil/water duplex pump controller Bldg. 896
\$7,038.00 Completed 10/23/2009
Miami Dade Aviation Dept. Glen Pla 305-876-0566

JOB #909 Pump Station P22 Flow Meter
\$13,001.26 Completed 1/27/2010
MDWASD David Diffey 786-552-4002

JOB #910 SDWWTP HLD North Gate Lighting
\$15,746.55 Completed 12/30/2009
MDWASD David Diffey 786-552-4002

JOB #914 8780 Residence Renovation
\$23,156.84 Completed 6/23/2010
Lars H. Rich General Contractor Lar Rich 305-256-8863

JOB #1005 Pump Station P10 Flow Meter
\$12,750.00 Completed 8/12/2010
MDWASD David Diffey 786-552-4002

JOB #1010 Pump Station #57 Replace Service
\$8,67.86 Completed 3/22/2010
MDWASD Angel Curbelo 786-268-5517

JOB #1015 Preston Plant Transformer
\$30,386.25 Completed 4/30/2010
MDWASD David Diffey 786-552-4002

Benson Electric, Inc.

10475 S.W. 186th STREET
MIAMI, FLORIDA 33157

ELECTRICAL CONTRACTOR
EC 0000025 CC 0360
Member NECA

Con't Revised April 12, 2007

Listed below are projects our organization has currently or has completed:

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|---|--|--------------|
| <u>JOB #705</u> MDC Stormwater Utility Project 20040319 Basin 21 PS | Southeastern Eng. Contr. 12054 NW 98 Ave. ATTN: Ed Dominguez, P.E. Hialeah Gardens, FL 33018 | \$87,500.00 |
| <u>JOB #707</u> Tranformer Primary Cable Replacement | Miami Dade County GSA ATTN: Andres Perez 200 NW 1 Str., Suite 226 Miami, FL 33128 | \$17,600.00 |
| <u>JOB #708</u> Central District WWTP Transformer Upgrade | Miami-Dade Water & Sewer Dept. PO Box 330316 Miami, FL 33233-0316 | \$138,500.00 |
| <u>JOB #888-125</u> US Army Reserve Center replacement of lighting | Intersteel, Inc. ATTN: Jim Robertson PO Box 4206 Lexington KY 40544 | \$24,521.00 |

Revised September 29, 2010

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| <u>JOB #888-130</u> Addition of four rooms | The Mannheimer Foundation, Inc. 20255 SW 360 St. Homestead, FL 33034-4102 Glenn 305-245-1551 | \$8,997.00 |
| <u>JOB #888-135</u> Miami Stadium Marine Boat Yard Lighting | City of Miami 444 SW 2 Ave., 6th Floor Miami, FL 33130 | \$9,700.24 |
| <u>JOB #888-140</u> Pole & Bldg. Lighting | Rene Condo Association 7634 SW 55 Ave. Unit E Miami, FL 33143 | \$29,947.41 |
| <u>JOB #888-145</u> Add 220 circuit to various Fire Stations | City of Miami 444 SW 2 Ave., 6th Floor Miami, FL 33130 | \$10,891.00 |