

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

BID FORM

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB #12-005/George Street Stormwater Basin Improvements

CH2M HILL Project No.: 427475

City of Key West Project No.: ST 0802

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

Name: Ronald F. Davoli, President/CEO

Telephone: 407-321-8410

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 425 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 455 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 proceeding 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 \$3,000.00 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 \$1,000.00 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 No's. 1, 2, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. 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 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.

UNIT PRICE SCHEDULE

Unit prices have been computed in accordance with Paragraph 11.03.C of the General Conditions and Section 01025, Measurement and Payment, Paragraph 1.07B.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Prices Bid items will be based on actual quantities, determined as provided in the Contract Documents.

CONTINGENCY ALLOWANCE

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

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

KEY ENERGY SERVICE ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid to cover payment to Key Energy Service for electrical service. Bidder further acknowledges that payment will be based on actual amount paid as indicated by appropriate invoice.

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1	General				
1.1	Performance and Payment Bonds	1	EA	\$25,000.00	\$25,000.00
1.2	Mobilization	1	LS	\$90,000.00	\$90,000.00
1.3	Demobilization	1	LS	\$20,000.00	\$20,000.00
1.4	General and Supplementary Conditions	1	LS	\$150,000.00	\$150,000.00
1.5	MOT	1	LS	\$20,000.00	\$20,000.00
1.6	Certified AutoCad As-built	1	LS	\$2,000.00	\$2,000.00
1.7	Surveyor	1	LS	\$3,500.00	\$3,500.00
2	Trench Excavation, Backfill and Storm Pipe				
2.1	24-inch PVC SDR 41 Storm Pipe				
2.1.1	4 to 6 Feet Deep	100	LF	\$330.00	\$33,000.00
2.1.2	6 to 8 Feet Deep	70	LF	\$350.00	\$24,500.00

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
2.2	30-inch PVC SDR 51 Storm Pipe				
2.2.1	4 to 6 Feet Deep	1,180	LF	\$400.00	\$472,000.00
2.2.2	6 to 8 Feet Deep	300	LF	\$410.00	\$123,000.00
2.2.3	8 to 10 Feet Deep	100	LF	\$450.00	\$45,000.00
2.3	24-inch CLDI Storm Pipe				
2.3.1	4 to 6 Feet Deep	55	LF	\$260.00	\$14,300.00
2.4	18-inch CPE Storm Pipe				
2.4.1	4 to 6 Feet Deep	210	LF	\$200.00	\$42,000.00
2.5	24-inch CPE Storm Pipe				
2.5.1	4 to 6 Feet Deep	100	LF	\$240.00	\$24,000.00
2.5.2	6 to 8 Feet Deep	70	LF	\$250.00	\$17,500.00
2.6	30-inch CPE Storm Pipe				
2.6.1	4 to 6 Feet Deep	20	LF	\$290.00	\$5,800.00
2.6.2	6 to 8 Feet Deep	20	LF	\$315.00	\$6,300.00
2.7	36-inch CPE Storm Pipe				
2.7.1	4 to 6 Feet Deep	75	LF	\$360.00	\$27,000.00
3	Catch Basins, Inlets, and Manholes				
3.1	Type J-8 MH	4	EA	\$6,000.00	\$24,000.00
3.2	Inlet Type F	7	EA	\$5,000.00	\$35,000.00
4	Pump Station with Diversion Structure and Vortex Unit	1	LS	\$1,021,300.00	\$1,021,300.00
5	Stormwater Wells				
5.1	Installation of Wells	2	EA	\$45,000.00	\$90,000.00
5.2	Wellhead Structure	2	EA	\$22,500.00	\$45,000.00
5.3	Well Testing	2	EA	\$1,000.00	\$2,000.00

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
6	Dewatering	1	LS	\$60,000.00	\$60,000.00
7	Florida Trench Safety Act Compliance	1	LS	\$3,500.00	\$3,500.00
8	Pavement				
8.1	Pavement Removal and Replacement	2500	SY	\$36.00	\$90,000.00
8.2	Pavement 70 Mils Thermoplastic Stripping	500	LF	\$6.00	\$3,000.00
9	Concrete				
9.1	Sidewalk (4-inch depth)	7000	SF	\$7.50	\$52,500.00
9.2	Driveway (6-inch depth)	700	SF	\$9.00	\$6,300.00
9.3	FDOT Type F Curb, Mod (4") (Valley Gutter and Type D Included)	1700	LF	\$20.00	\$34,000.00
9.4	Water Meter Box Replacement	1	EA	\$1,000.00	\$1,000.00
10	Buried V-405 Valves				
10.1	24-inch Valve	1	EA	\$20,000.00	\$20,000.00
10.2	30-inch Valve	1	EA	\$30,000.00	\$30,000.00
11	2-inch Manual Air Release Assembly	3	EA	\$2,500.00	\$7,500.00
12	Pipeline Abandonment	1	LS	\$18,000.00	\$18,000.00
13	Demolition	1	LS	\$21,000.00	\$21,000.00
14	Water Service Removal and Replacement	10	EA	\$400.00	\$4,000.00
15	Sanitary Sewer Service Removal and Replacement	10	EA	\$600.00	\$6,000.00
16	Emergency Generator with Concrete Platform	1	LS	\$200,000.00	\$200,000.00
17	Outfall Structure at Pond	1	LS	\$18,000.00	\$18,000.00
18	Soft Digs	20	EA	\$500.00	\$10,000.00
Total of All Extended Bid Unit Prices					\$2,947,000.00

Contingency Allowance \$200,000.00

Building Permit Allowance \$50,000.00

Key Energy Service Allowance \$45,000.00

The Bidder agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount:

Three Million Two Hundred Forty Two Thousand _____ Dollars
 (Amount written in words has precedence)
 and _____ No _____ Cents \$ 3,242,000.00
TOTAL BASE BID \$ 3,242,000.00

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:

Morris & Associates, Inc. (Painting)
 Name _____
800 Citrus Avenue Howey In The Hills FL 34737
 Street City State Zip

WellMasters, Inc. (Wells)
 Name _____
1635 Industrial Park Road Mulberry FL 33860
 Street City State Zip

Nearshore Electric, Inc. (Electric)
 Name _____
5680 1st Avenue # 3 Stock Island FL 33040
 Street City State Zip

427475A.GN1

RPM of the Keys, LLC dba Affordable Asphalt (Paving)

Name

Post Office Box 1632 Islamorada FL 33036
Street City State Zip

Surety

Western Surety Company whose address is

P.O. Box 946640 Maitland Florida 32794
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Wharton-Smith, Inc.
doing business at

750 Monroe Road Sanford Florida 32771
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:

Please see attached Corporate Officers List

If Sole Proprietor or Partnership

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

N/A
Signature of Bidder

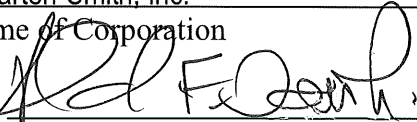
Title

If Corporation

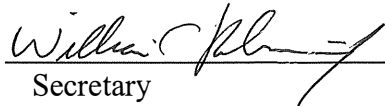
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 29 day of November 2011.

(SEAL)

Wharton-Smith, Inc.
Name of Corporation

By: 

Title: Ronald F. Davoli, President/CEO

Attest: 
Secretary
William C. Robinson, Jr., Corporate Secretary

END OF SECTION

427475A.GN1

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 29th day of November, 2011.

Wharton-Smith, Inc.

Principal

By:

Ronald E. Davoli, President/CEO

Western Surety Company

Surety

By:

Attorney-In-Fact & Florida Licensed Resident Agent

April L. Lively

Inquiries: (407) 834-0022

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L McCarta, Margie L Morris, Peggy Snow, Allyson Foss, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2010.



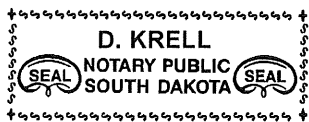
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of November, 2011.



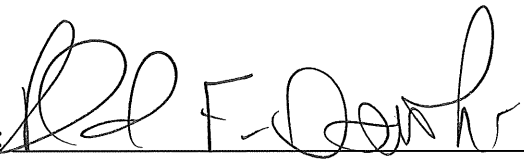
WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

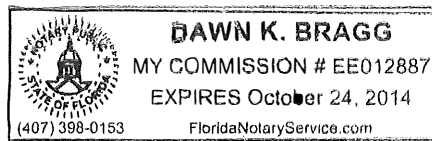
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Ronald F. Davoli, President/CEO

Sworn and subscribed before me this
29 day of November, 2011


NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: October 24, 2014

END OF SECTION

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

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

1. This sworn statement is submitted with Bid or Proposal for George Street Stormwater Basin Improvements, City of Key West, Florida
2. This sworn statement is submitted by Wharton-Smith, Inc.
(name of entity submitting sworn statement)
whose business address is 750 Monroe Road, Sanford, FL 32771

_____ and (if applicable) its Federal Employer
Identification Number (FEIN) is 59-2392802

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement N/A
3. My name is Ronald F. Davoli
(please print name of individual signing)

and my relationship to the entity named above is President/CEO
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 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.

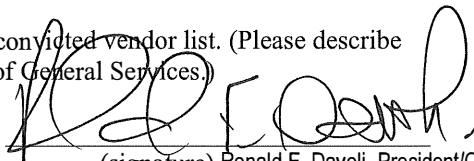
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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).

X 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.)


 (signature) Ronald F. Davoli, President/CEO
 November 29, 2011
 (date)

STATE OF Florida _____

COUNTY OF Seminole _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Ronald F. Davoli _____ who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 29 of November, 2011, 2009.

My commission expires:




 NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

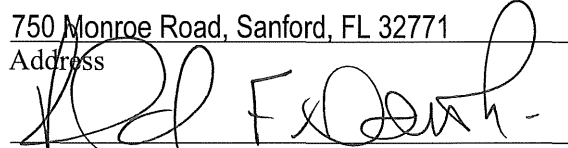
The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Wharton-Smith, Inc.

SEAL:

750 Monroe Road, Sanford, FL 32771

Address


Signature

Ronald F. Davoli

Print Name

President/CEO

Title

DATE: November 29, 2011

BIDDER'S CHECKLIST

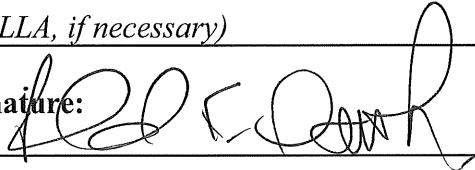
(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and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

- | | | |
|-----|--|-------|
| 1. | All Contract Documents thoroughly read and understood. | [X] |
| 2. | All blank spaces in Proposal filled in, using black ink. | [X] |
| 3. | Total and unit prices added correctly. | [X] |
| 4. | Addenda acknowledged. | [X] |
| 5. | Subcontractors are named as indicated in the Proposal. | [X] |
| 6. | Experience record included. | [X] |
| 7. | Bid signed by authorized officer. | [X] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [X] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [X] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [X] |
| 11. | Bid Documents submitted shall contain Bid Form, Bid Security, Experience Record, Anti-Kickback Affidavit, Public Entity Crimes, Key West Indemnification Form, Disclosure of Lobbying Activities, Non-Collusion Declaration and Compliance, Florida Trench Safety Act Compliance and Suspension and Debarment Certificate. | [X] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [X] |
| 13. | Bidder must provide satisfactory documentation of State Licenses. | [X] |

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> <p><input checked="" type="checkbox"/> (X)</p> <p>(a) contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> (X)</p> <p>(a) bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> (X)</p> <p>(a) initial filing b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier Contractor, if known:</p> <p>Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771</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>City of Key West 3126 Flagler Avenue Key West, FL 33040</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p> <p>FEMA</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</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 (if individual, last name, first name, MI):</p> <p style="text-align: right;"><i>(attach Continuation Sheet(s))</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: right;"><i>SF-LLLA, if necessary</i></p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <hr/> <p>Print Name: Ronald F. Davoli</p> <hr/> <p>Title: President/CEO</p> <hr/> <p>Telephone No.: 407-321-8410 Date: November 29, 2011</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</p>

FORM DEP 55-221 (01/01)

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

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

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

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

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

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

Form DEP 55-221 (01/01)

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

ITEM/SEGMENT NO.: _____

F.A.P. NO.:

PARCEL NO.:

COUNTY OF:

BID LETTING OF: _____, _____

I, Ronald F. Davoli, herebydeclare that I am President/CEO of Wharton-Smith, Inc.Of Sanford, Florida

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

I further declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

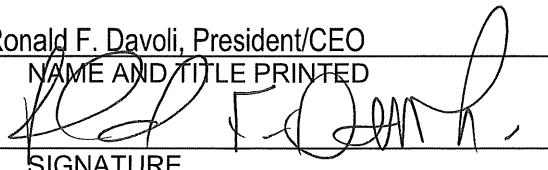
EXCEPTIONS:

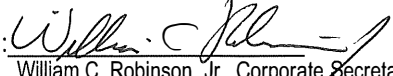
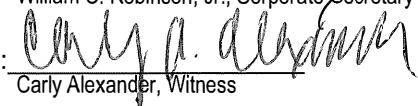
(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

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: Ronald F. Davoli, President/CEO
NAME AND TITLE PRINTED
BY: 
SIGNATURE
Ronald F. Davoli, President/CEO

WITNESS: 
William C. Robinson, Jr., Corporate Secretary
WITNESS: 
Carly Alexander, Witness

Executed on this 29 day of November, 2011

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

**FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring**


CERTIFICATION

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>LS</u>	<u>1</u>	<u>\$3,500</u>	<u>\$3,500</u>
B. <u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>


 Signature Ronald F. Davoli, President/CEO
November 29, 2011
 Date

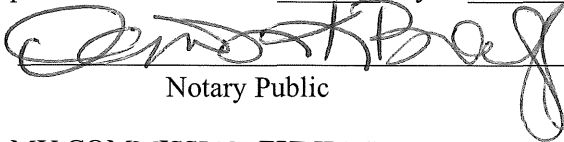
STATE OF Florida

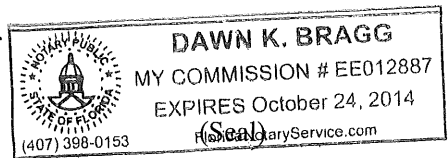
COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Ronald F. Davoli, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 29 day of November, 2011.


 Notary Public



MY COMMISSION EXPIRES: October 24, 2014

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

Dated the 29 day of November, 2011
By [Signature]

Authorized Signature/Contractor
Ronald F. Davoli, President/CEO

Typed Name/Title
Wharton-Smith, Inc.

Contractor's Firm Name
750 Monroe Road, Sanford, FL 32771

Street Address

Building, Suite Number

City/State/Zip Code
407-321-8410

Area Code/Telephone Number

City of Key West
George Street Stormwater Basin Improvements
Current/Recent Similar Projects

Job #	Project Description	Project Location	Contract Amount	Start Date	Completion Date	Owner	Owner Contact	Owner Contact Phone	Engineer	Engineer Contact	Engineer Contact Phone
03-016	Pinellas Park PS 5, 6, 7 & 8	Pinellas Park, FL	\$1,243,068	04/2003	04/2004	City of Pinellas Park	Keith Sabiel	727-541-0774	PBS&J	Bill Johnson	813-282-7275
04-070	Key West Distribution Pump Station	Key West, FL	\$5,572,000	1/10/2005	3/14/2007	Florida Keys Aqueduct Authority	Omar Lopez	305-296-2454	CH2M HILL	Andrew Smyth	305-294-1645
05-010	Stock Island Pump Station Improvements	Stock Island, Florida Keys	\$2,137,000	7/13/2005	9/25/2006	Florida Keys Aqueduct Authority	Omar Lopez	305-296-2454	CH2M HILL	Andrew Smyth	305-294-1645
08-003	Dixie Park WWTP Master Pump Station	Stuart, FL	\$872,000	4/1/2008	10/1/2008	Martin County Utilities	Darrell Schuler	772-223-7957	Kimley-Horn & Associates	Mark Miller	772-345-3800
08-050	Master Lift Station at Martin Downs WWTP	Stuart, FL	\$2,742,000	9/16/2008	7/13/2009	Martin County Utilities	Ted Robbins	772-223-7943	AECOM (formerly Boyle Engineering)	Christina Miranda	772-286-3833

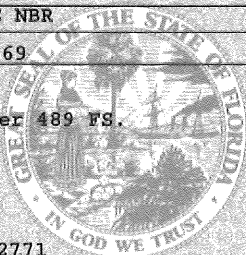
AC# 5016102 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L10062900597

DATE	BATCH NUMBER	LICENSE NBR
06/29/2010	098183894	CGC032669

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

SMITH, GEORGE E
 WHARTON-SMITH INC
 750 MONROE ROAD
 SANFORD FL 32771

CHARLIE CRIST GOVERNOR CHARLIE LIEM INTERIM SECRETARY
 DISPLAY AS REQUIRED BY LAW



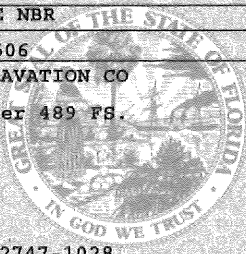
AC# 4996895 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L10061601088

DATE	BATCH NUMBER	LICENSE NBR
06/16/2010	098177161	CUC056506

The UNDERGROUND UTILITY & EXCAVATION CO
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2012

DAVOLI, RONALD FRANK
 WHARTON-SMITH INC
 750 COUNTY RD 15
 P O BOX 471028
 LAKE MONROE FL 32747-1028

CHARLIE CRIST GOVERNOR CHARLIE LIEM INTERIM SECRETARY
 DISPLAY AS REQUIRED BY LAW



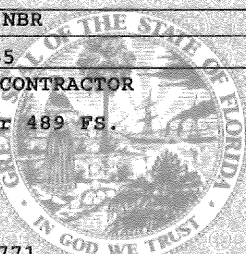
AC# 5016175 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L10062900670


DATE	BATCH NUMBER	LICENSE NBR
06/29/2010	098183897	PCC048385

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

SMITH, GEORGE E
 WHARTON-SMITH INC
 750 MONROE ROAD
 SANFORD FL 32771

CHARLIE CRIST GOVERNOR CHARLIE LIEM INTERIM SECRETARY
 DISPLAY AS REQUIRED BY LAW




	SEMINOLE COUNTY BUSINESS TAX RECEIPT RAY VALDES, SEMINOLE COUNTY TAX COLLECTOR PO Box 630 ■ Sanford, FL 32772-0630 ■ Telephone: 407-665-1000 www.seminoletax.org	
VALID THROUGH 09/30/12		
WHARTON-SMITH INC 750 MONROE RD SANFORD, FL 32771	Account #:022717	
GEORGE E SMITH (PRES)	REGULATED State Lic.# - CG C032669 Qualifier- GEORGE E SMITH	
Receipt #: IS172011070701528	Amount Paid: \$ 45.00	Date Paid: 07/07/2011

<h1>State of Florida</h1> <h2>Board of Professional Engineers</h2> <h3>Wharton-Smith Inc.</h3> 	
Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.	
Certificate of Authorization	
EXPIRATION: 2/28/2013	CA. LIC. NO:
AUDIT NO: 228201303648	1813



State of Florida

Department of State

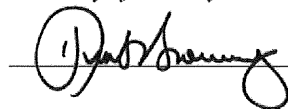
I certify from the records of this office that WHARTON-SMITH, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1984, effective April 2, 1984.

The document number of this corporation is G94383.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 5, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventeenth day of January, 2011



Secretary of State



Authentication ID: 800191587188-011711-G94383

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
<https://efile.sunbiz.org/certauthver.html>



CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name WHARTON-SMITH INC CtlNbr:0014888
Location Addr 750 CR 15
Lic NBR/Class 12-00018196 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 26, 2011 Expiration Date: September 30, 2012
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments: _____

This document must be prominently displayed.

WHARTON-SMITH INC
POB 471028

LAKE MONROE FL 32747

WHARTON-SMITH INC

Oper: CMALKER Type: OC Drawer: 1
Date: 8/30/11 54 Receipt no: 99449
2012 18196
OR LIC OCCUPATIO 1 \$309.75
Trans number: 2670512
CK CHECK 2529 \$309.75
Trans date: 8/30/11 Time: 10:23:06





CORPORATE OFFICERS

Ronald F. Davoli, President/CEO & Treasurer 750 Monroe Road, Sanford, FL 32771	21 years
Eric Palmer, Senior Vice President Commercial 750 Monroe Road, Sanford, FL 32771	14 years
Charles A. McCurdy, Vice President Estimating 750 Monroe Road, Sanford, FL 32771	22 years
Clyde Burgess, Vice President Environmental Design Build Division 750 Monroe Road, Sanford, FL 32771	26 years
David Hayes, Vice President International/Entertainment Division 750 Monroe Road, Sanford, FL 32771	16 years
John Lyons, Vice President Commercial Pre-Construction Services 750 Monroe Road, Sanford, FL 32771	27 years
Pat Hewitt – Vice President Orlando Environmental Division 750 Monroe Road, Sanford, FL 32771	13 years
John French – Vice President Palm City Region 3547 SW Corporate Parkway, Palm City, FL 34990	10 years
William C. Robinson, Jr., Corporate Secretary/Vice President Finance 750 Monroe Road, Sanford, FL 32771	27 years
George E. Smith, Chairman of the Board 750 Monroe Road, Sanford, FL 32771	27 years

CORPORATE RESOLUTION

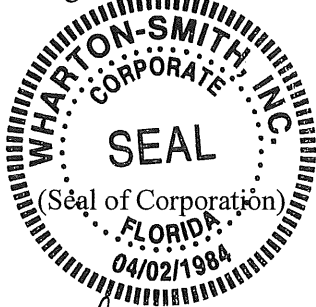
I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on August 23, 2011 a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
George E. Smith
William C. Robinson, Jr.
John S. French
David V. Hayes
Erickson H. Palmer
Timothy S. Smith
Ted C. Hicks

I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation, and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 23rd day of August, 2011



William C. Robinson, Jr.
William C. Robinson, Jr., Secretary

George E. Smith *William R. Wharton* *Ronald F. Davoli*
George E. Smith, Director William R. Wharton, Director Ronald F. Davoli, Director