

RESOLUTION NO. 11-347

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF LANZO CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE PATRICIA/ASHBY STREET STORMWATER EMERGENCY OUTFALL PROJECT IN AN AMOUNT NOT TO EXCEED \$1,485,580.00 (CITY 25% MATCH); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 11-076, the City approved the PHASE II grant for construction funding of projects, including the construction of an emergency outfall system originating at the pump-assisted well located at the intersection of Patricia and Ashby Streets; and

WHEREAS, staff and the project engineer of record, CH2M Hill, reviewed the bids received and recommended acceptance of the lowest responsive bid, submitted by Lanzo Construction, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Lanzo Construction, Inc. in an amount not to exceed \$1,485,580.00 is hereby awarded and the City Manager is authorized to enter into an agreement in conformity with the bid documents, upon the advice and consent of the city attorney.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of December, 2011.

Authenticated by the presiding officer and Clerk of the Commission on December 7, 2011.

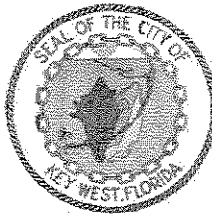
Filed with the Clerk December 7, 2011.



CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager - Operations

FROM: Jay Gewin, Utilities Manager

DATE: November 17, 2011

RE: **Awarding the Bid of Lanzo Construction in the Amount of \$1,485,580 for the Patricia/Ashby Street Stormwater Emergency Outfall Project. Authorizing Budget Transfers to Fund the Project.**

ACTION STATEMENT:

This resolution will approve the low bid of \$1,485,580 from Lanzo Construction, Inc. to construct an emergency stormwater outfall pipeline and elevated generator platform and control panel. The bid includes a \$200,000 contingency allowance and \$25,000 permitting fee allowance. The resolution will also authorize additional project costs, additional grant revenue, and use of reserves to fund the project.

The City will be reimbursed for 75% of the costs of this project from FEMA

BACKGROUND:

With the approval of Task Order 1-09-STM (Resolution 09-083, April 7, 2009), CH2M Hill designed an emergency outfall system originating at the pump-assisted well located at the intersection of Patricia and Ashby Streets. This design was reviewed and approved by FEMA resulting in the obligation of Phase II funding for the construction of the approved project. The City Commission approved the Phase II grant for construction funding at its March 16, 2011 meeting. (Resolution 11-076)

The project entails the construction of an emergency discharge to the Atlantic Ocean consisting of a pipeline that will connect the existing Patricia and Ashby Pump Station and terminate at a new outfall structure at the end of Bertha St. A generator and elevated concrete platform will be located at the Ashby St./Patricia St. site. All stormwater will be treated with existing vortex sediment separator prior to discharging to the outfall. The emergency outfall

Key to the Caribbean - Average yearly temperature 77° F.

MEMORANDUM

will only be utilized during tropical storm/hurricanes or during severe rain events where homes could be under immediate threat of flooding.

A public meeting was held on April 28th to discuss this improvement with the neighborhood, which was supported by a good majority of the residents. A team of CH2M Hill, Perez Engineering, City Staff and OMI will assist with construction inspection and engineering.

PURPOSE AND JUSTIFICATION

The Patricia/Ashby Drainage Project will provide protection against a 25 year rain event for 50 years for approximately 30 homes. The benefit-to-cost ratio is over 2.0 saving the taxpayer an estimated \$4,000,000 for a \$2,000,000 lifecycle cost (including maintenance). Adjacent neighborhoods will also benefit from this project. Improved drainage in this Patricia/Ashby basin will help lessen the duration of flooding in some of the surrounding areas.

The City is seeking to proceed with the project in a timely manner. We need to finish the outfall pipeline work on Bertha and Atlantic Blvd. prior to FDOT initiating their paving project on South Roosevelt in April, 2012.

On July 13, 2011 the City opened the bids for this project. Lanzo Construction was the low-bidder at \$1,485,580 (including a \$200,000 contingency allowance and a \$25,000 permitting allowance). City Staff and the Engineer of Record (CH2M Hill) reviewed the bids and are recommending Lanzo Construction's bid be awarded. A budget transfer is needed to proceed with the project, which is detailed in the "Financial Impact" section below.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can award the low bid of Lanzo Construction, Inc., execute the budget transfers, and proceed with the project. This option will allow the City to construct a new project that could greatly assist the drainage in major storms for this frequently-flooded neighborhood, and enable the City to utilize significant funding assistance from FEMA. This project also will create a new emergency ocean outfall, which has been a permit that has been typically very difficult to secure from the Army Corps of Engineers and South Florida Water Management District.
2. The City Commission can decline the low bid from Lanzo Construction. This option is not recommended because we would not capitalize on this unique opportunity to construct a drainage project that would be of great benefit to this neighborhood which flooded in the most recent October storms, along with several occasions during the hurricane season of 2005. Without the funding assistance of FEMA, the City would have a very difficult time paying for the project ourselves in the future. Staff has no reason to believe that re-bidding the project would result in a lower cost to the City.

FINANCIAL IMPACT:

FEMA will be covering 75% of the construction and construction administration costs of this

project. The total funding breakdown for this entire construction project would be as follows:

Total City Share	\$557,492
<u>FEMA share (75%).....</u>	<u>\$1,087,186</u>
TOTAL.....	\$1,644,678*

**Total Includes Construction, Construction Engineering, and Project Management*

The City share includes a \$200,000 contingency allowance in the construction contract, and a \$25,000 allowance for permitting. Use of both allowances would not be initially reimbursable. However, at the conclusion of the project, use of contingency related to the original project scope of work can be submitted to FEMA for possible funding at the 75% rate. This of course would decrease the City's share of the project. Any unused contingency allowance funds at the end of the project would also decrease the City's contributed share.

In order to proceed with the project, the City will need to transfer \$319,312 from reserves to fund its share. There is sufficient funding level in reserves to move forward on this project (budget account 402-3801-538-98). In fact, the City had already included this higher cost in our FY 2012 rate model calculation that was part of our budget presentation to the Commission.

The overall project budget will increase \$691,957. This is due to the fact that the initial construction estimate was several years old, and some new components were added to improve the overall project. We will also amend the budget to account for an additional \$372,645 from the FEMA grant. At the City's request, FEMA will be funding 75% of the construction engineering and project management costs (in addition to construction), which was not part of the original agreement.

This project will be charged to account number 402-3802-538-65/ST0803.

RECOMMENDATION:

Staff recommends that the City Commission select option 1, awarding the low-bid to Lanzo Construction in the amount of \$1,485,580 for the Patricia and Ashby St. outfall project, and approving the budget transfers to proceed.

INTEROFFICE MEMORANDUM

To: Jay Gewin, Utilities Manager
CC: Andrew Smyth, CH2M Hill
Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: July 13, 2011
Subject: **PATRICIA AND ASHBY STREETS STORMWATER EMERGENCY
OUTFALL; Bid #11-017**

Attached for your review is a copy of the bid opened Thursday, October 28, 2010 at 3:00 p.m. in response to the above referenced project.

1.	Douglas N. Higgins, Inc. 3390 Travis Pointe Road, Suite A Ann Arbor, MI 48108	Total:	\$1,637,193.00
2.	Lanzo Construction Co., Florida 125 SE 5 th Court Deerfield Beach, FL 33441	Total:	\$1,485,580.00
3.	Charley Toppino & Sons, Inc. P O Box 787 Key West, FL 33041 *(Base Bid Plus Contingency & Permit Allowances:	Total:	\$1,350,472.94* \$1,575,472.94)

CS/sph



CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5835
Tel 305.294.1645
Fax 305.294.4913

July 29, 2011

Mr. Jay Gewin
Utilities Manager
City of Key West
3140 Flagler Avenue
Key West, FL 33040

Re: Contractor Recommendation
Patricia & Ashby Streets Stormwater Emergency Outfall

Dear Mr. Gewin:

Three (3) bids were received for the subject contract on July 13, 2011 and are summarized in the attached Bid Results Summary table. All three (3) bids included a signed proposal and all the required forms.

The apparent low bidder, Lanzo Construction Company, has recent construction experience working on similar projects in the Florida Keys, and has also worked on similar projects throughout Florida with good references. Additionally, Lanzo completed the original construction of the Patricia & Ashby pump station in 2003.

We therefore recommend that the City award the Patricia & Ashby Emergency Outfall contract to Lanzo Construction Company, in the amount of \$1,485,580. This bid is higher than the 2009 engineer's estimate, due to the age of the estimate and additional construction items included in the final bid package.

Please call me if you have any questions or need additional information.

Sincerely,

CH2M HILL

Andrew H. Smyth, P.E.

cc: David Fernandez/City Key West
File

Table 1
 Bid Results Summary

Description	Bidder			
	Lanzo Construction	DN Higgins	Charley Toppino & Sons	Engineers Est
Total Extended Unit Prices	\$1,260,580	\$1,412,193	\$1,350,473	\$973,986
Contingency Allowance	\$200,000	\$200,000	\$200,000	\$200,000
Permitting allowance	\$25,000	\$25,000	\$25,000	\$25,000
Total Lump Sum Bid	\$1,485,580	\$1,637,193	\$1,575,473	\$1,198,986

**CITY OF KEY WEST
PARTICIA & ASHBY EMERGENCY OUTFALL
BID SUMMARY**

Date: July 13, 2011 Time: 3:00 P.M.

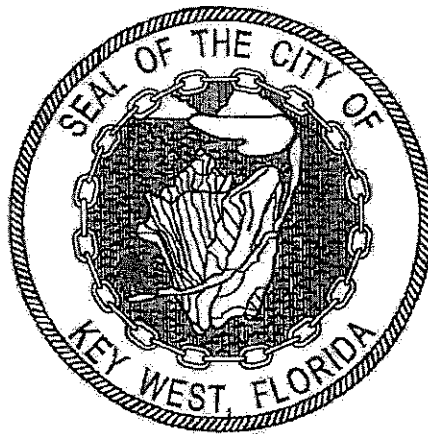
BIDDERS	Total Extended Unit Prices	Contingency Allowance	Permitting allowance	TOTAL LUMP SUM BID
<i>Units</i>				
Lanzo Construction	\$1,260,580	\$200,000	\$25,000	\$1,485,580
DN Higgins	\$1,412,193	\$200,000	\$25,000	\$1,637,193
Carley Toppino & Sons	\$1,350,473	\$200,000	\$25,000	\$1,575,473
<i>Engineers Estimate (2009)</i>	\$973,986	\$200,000	\$25,000	\$1,198,986

Table 1

Bid Results Summary

Description	Bidder		
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			Engineers Est
			\$973,986
			\$200,000
			\$25,000
			\$1,198,986

CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
PATRICIA AND ASHBY STREETS
STORMWATER EMERGENCY OUTFALL



PREPARED FOR

CITY OF KEY WEST

MAYOR
CRAIG CATES

BARRY GIBSON
JIMMY WEEKLEY
BILLY WARDLOW

Volume 1 of 2
Specifications

MARK ROSSI
CLAYTON LOPEZ
TERI JOHNSTON

BID DOCUMENTS

For information regarding
this project, contact:
ANDREW SMYTH P.E.
6410 5th Street, Suite 2-A
Key West, FL 33040
305/294-1645

CH2MHILL

CH2M Hill Project No. 389678
Key West Project No. ST 0803

JUNE 2011

389678A.GN1

CITY OF KEY WEST

Key West, Florida

BID DOCUMENTS

for construction of the

**PATRICIA AND ASHBY STREETS
STORMWATER EMERGENCY OUTFALL**

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

CH2M HILL

Key West, FL

June 2011

Copyright CH2M HILL, INC., 2011
Project No. 389678

Copy No. _____

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END OF SECTION

PART 1

PROCUREMENT REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West Patricia and Ashby Streets Stormwater Emergency Outfall, addressed to the City of Key West, will be received at the Office of the City Clerk, City of Key West, 525 Angela St., Key West Florida, 33040 until **3:00 p.m., local time, July 13, 2011** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit two (2) originals and four (4) 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 "BID FOR CONSTRUCTION OF PATRICIA AND ASHBY STREETS STORMWATER EMERGENCY OUTFALL" addressed and delivered to the City Clerk at the address noted above.

The project proposes improvements to the City of Key West, Florida drainage system to reduce flooding and pre-treat stormwater runoff. The project consists of the installation of an emergency generator with concrete platform, associated electrical and I&C, approximately 1,915 linear feet of 30-inch outfall to the ocean, and all related work and appurtenances.

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 Mandatory Pre-bid Conference will be held in at **1:00 p.m. on June 27, 2011** at the City of Key West Old City Hall, 2nd Floor, 510 Greene Street, Key West, Florida 33040.

Each Bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than (5) 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.

389678A.GN1

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 licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the 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

INVITATION TO BID
00 11 13 - 2

389678.BB
JUNE 15, 2011
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STATEMENT OF NO BID #

PATRICIA AND ASHBY STREETS STORMWATER EMERGENCY OUTFALL

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)

N/A

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: Lanzo Construction Co. Florida

AUTHORIZED
AGENT: _____

COMPANY
ADDRESS: 125 SE 5th Court Deerfield Beach FL 33441

DATE: 7/13/11 TELEPHONE: 954-979-0802

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 6 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. UNIT PRICE

Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

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.

Units of measure shown on Bid Form shall have the meanings as described in Section 01 29 00, Payment Procedures.

6. PREPARATION OF PROPOSALSA. 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's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 6.08, "Permits" and Article 6;09, "Laws and Regulations" as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in construction of generator and electrical systems, civil/site construction, and wastewater or stormwater pumping stations. The Contractor shall also be responsible for restoration work (e.g., pavement, curbing, landscape, etc.). 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. Local Vendor Certification.
5. Disclosure of Lobbying Activities.
6. Non-Collusion Declaration and Compliance with 49 CFR §29.
7. Florida Trench Safety Act Compliance.
8. 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

Contractor is required to have a Certified or registered Electrical Contractors City of Key West license and a Certified or Registered General Contractors City of Key West license. License fees not to exceed \$350.00.

H. ANTI-KICKBACK AFFIDAVIT

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

I. FLORIDA TRENCH SAFETY ACT

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

7. STATE AND LOCAL SALES AND USE TAXES

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

City of Key West policy of local preference is applied to bids submitted by qualified local business. Local preference is 5 percent of quoted bidder or \$1,000.00, whichever is less.

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 two (2) originals and **FOUR (4) 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 60 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact 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 whose Bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

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 60 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 75 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 BONDSA. 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. MANDATORY PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held by the City of Key West on June 27, 2011. The meeting will take place at Old City Hall, 2nd Floor, 510 Greene Street, Key West beginning at 1:00 p.m. The City of Key West requires 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. Bids from bidders that do not attend this Pre-bid Conference will be considered non-responsive and not accepted for consideration of this work by the City of Key West.

END OF SECTION

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 # /Patricia and Ashby Streets Stormwater Emergency Outfall

CH2M HILL Project No.: 389709

City of Key West Project No.: ST 0803

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

Name: Lanzo Construction Co. Florida

Telephone: 954-979-0802

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 240 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 270 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 01 29 00, Payment Procedures, Paragraph 1.06.

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 shows is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

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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.

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	45,000.00	45,000.00
1.3	Demobilization	1	LS	10,000.00	10,000.00
1.4	General and Supplementary Conditions	1	LS	180,000.00	180,000.00
1.5	MOT	1	LS	15,000.00	15,000.00
1.6	Certified AutoCAD As-built	1	LS	4,000.00	4,000.00
1.7	Surveyor	1	LS	9,000.00	9,000.00
2	Trench Excavation, Backfill and Storm Pipe				
2.1	30 - inch PVC SDR 41				
2.1.1	6 to 8 Feet Deep	1,645	LF	90.00	148,050.00
2.1.2	8 to 10 Feet Deep	356	LF	110.00	39,160.00
2.2	8 - inch PVC Water Pipe				
2.2.1	4 to 6 Feet Deep	60	LF	200.00	12,000.00
3	Dewatering	1	LS	10,000.00	10,000.00
4	Florida Trench Safety Act Compliance	1,870	LF	5.00	9,350.00
5	Pavement				
5.1	Pavement Replacement at Trench	4,990	SY	46.00	229,540.00
6	Pavement 70Mils Thermoplastic Stripping				
6.1	Replace Traffic Strips	1,870	LF	4.00	7,480.00
7	Concrete				
7.1	Sidewalk (6-inch depth)	500	SF	14.00	7,000.00

BID FORM
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JULY 8, 2011
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UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
8	Demolition	1	LS	20,000.00	20,000.00
9	Water Service Removal and Replacement	4	EA	3,000.00	12,000.00
10	Valves				
10.1	24-Inch Plug Valves	2	EA	32,000.00	64,000.00
11	Air Vacuum Release Valve Assembly	1	EA	7,000.00	7,000.00
12	Emergency Generator and Concrete Platform	1	EA	295,000.00	295,000.00
13	Relocation of Pump Control Panel	1	LS	55,000.00	55,000.00
14	Relocation of SCADA Panel and Antenna	1	LS	33,000.00	33,000.00
15	Outfall Structure with Manatee Screen and Riprap	1	LS	24,000.00	24,000.00
Total of All Extended Bid Unit Prices					\$ 1,260,580.00

Contingency Allowance

\$200,000.00

Building Permit Allowance

\$25,000.00

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:

ONE MILLION FOUR HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED EIGHTY Dollars

(Amount written in words has precedence)

and ZERO Cents

\$ 1,485,580.00

TOTAL BASE BID \$ 1,485,580.00

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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:

General Asphalt
Name
4850 NW 72 Avenue Miami FL 33166
Street City State Zip

Florida Keys Electric
Name
5730 2nd Avenue Key West FL 33040
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Surety
Liberty Mutual Insurance Co. whose address is
5600 New King Street Suite 360 Troy MI 48098
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Lanzo Construction Co. Florida

_____ doing business at

125 SE 5th Court Deerfield Beach FL 33441
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:

Giuseppe D'Alessandro, President Rosemarie Torres, Secretary

Quirino D'Alessandro, Jr. V. President Antonio D'Alessandro, Treasurer

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

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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 13 day of July 2011.

(SEAL)

Lanzo Construction Co. Florida

Name of Corporation

By: 

Kevin Pawlowski

Title: 

Assistant Secretary

Attest: 

Asst. Secretary Robert Beaty

END OF SECTION

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Lanzo Construction Co., Florida

hereinafter called the Contractor (Principal), and Liberty Mutual Insurance Company

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

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the Patricia and Ashby Streets Stormwater Emergency Outfall, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

PATRICIA AND ASHBY STREETS STORMWATER EMERGENCY OUTFALL

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

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

Signed and sealed this 13th day of July, 2011.

LANZO CONSTRUCTION CO., FLORIDA

Principal

By: 

LIBERTY MUTUAL INSURANCE COMPANY

Surety

By: 

Attorney-In-Fact Michelle Buechel

END OF SECTION

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

T. R. GUY, PAUL M. HURLEY, C. A. JOHNSON, LINDA L. AUSTIN, ANNE BARICK, MARGARET M. KOHLOFF, ROBERT D. HEUER, MICHELLE BUECHEL, MICHAEL D. LECHNER, KRISTYN M. LANGBEEN, ALL OF THE CITY OF TROY, STATE OF MICHIGAN

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED FIFTY MILLION AND 00/100** DOLLARS (\$ **150,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 30th day of September 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 30th day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Theresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Theresa Pastella
Theresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of July, 2011.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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: [Signature]
Kevin Pawlowski,
Assistant Secretary

Sworn and subscribed before me this
13th day of July, 2011

[Signature]
NOTARY PUBLIC, State of Florida
at Large



SHARON F. KUNTZE
Commission DD 787573
Expires August 1, 2012
Revised thru Notary Public Commission 2008-2012

My Commission Expires: 8/1/12

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 Patricia and Ashby Streets Stormwater
Emergency Outfall, City of Key West, Florida

2. This sworn statement is submitted by Lanzo Construction Co. Florida
(name of entity submitting sworn statement)
whose business address is 125 SE 5th Court, Deerfield Beach FL 33441
and (if applicable) its Federal Employer
Identification Number (FEIN) is 59-2011933
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____)

3. My name is Kevin Pawlowski
(please print name of individual signing)
and my relationship to the entity named above is Assistant Secretary

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.

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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]
(signature)
July 13, 2011
(date)

STATE OF FLORIDA

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kevin Pawlowski who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 13th of July, 2011.

My commission expires: 8/1/12

[Signature]
NOTARY PUBLIC
SHARON F. KUNTZE
Commission DD 787573
Expires August 1, 2012
Resident: This Notary Public Commission Expires 8/1/2012

PUBLIC ENTITY CRIMES
00 43 17 - 2

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JUNE 14, 2011
©COPYRIGHT 2011 CH2M HILL

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.

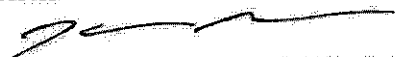
The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description 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: Lanzo Construction Co. Florida

SEAL:

125 SE 5th Court, Deerfield Beach FL 33441
Address


Signature

Kevin Pawlowski
Print Name

Assistant Secretary
Title

DATE: 7-13-11

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Will obtain if apparent low bidder

Business License Tax Application

City of Key West License # _____
 City Hall Annex Date Applied _____
 PO Box 1409 Phone 305-809-3955
 Key West, FL 33041 Fax 305-809-3978

Business Type: Civil Construction, underground pipe installation, excavation, site preparation

Business Name: Lanzo Construction Co. Florida

Business Location: 125 SE 5th Court, Deerfield Beach FL 33441

Business Owner: Lanzo Holding Company

State Licensed Qualifier (if applicable): CGC036262

Mailing Address: 125 SE 5th Court Deerfield Beach FL 33441

EIN / SS # 59-2011933 Phone # 954-979-0802

Lanzo Construction Co. Florida
Applicant name (printed)

 7/10/11
 Applicant signature Date
 Kevin Pawlowski, Asst. Sec'y

State of Florida

County of Monroe

The foregoing instrument was acknowledged before me this 13th day of July, 2011, by Kevin Pawlowski, Asst. Sec'y

Signature of Notary Public (stamp or seal). Personally known Produced id _____

Sales Tax number 3106 Flagler Ave 292-6735 City utility acct _____
 _____ Commercial garbage Waste Mgmt 296-8297 _____
 _____ Lease or deed _____
 _____ State License DBPR 850-487-1395 / Dept Ag 305-470-6900 _____
 _____ Home occupation application _____
 _____ Fictitious Name registration Previous use _____
 Corporate or LLC registration _____
 Liability / Worker's Comp Zoning _____
 _____ Fire Inspector 292-8179 _____
 _____ CO / final inspection on any permits Category _____ Fee \$ _____
 Monroe County or local licensing _____

Licensed in accordance with Chapter 66, Key West Code of Ordinances

Approved Denied / Reason _____

Licensing Official Date _____

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.

2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.

3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

**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 N/A Phone: _____

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

Length of time at this address _____

Signature of Authorized Representative Date

STATE OF _____
COUNTY OF _____

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

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

BIDDER'S CHECKLIST

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

- | | | |
|-----|--|-------|
| 1. | All Contract Documents thoroughly read and understood. | [X] |
| 2. | All blank spaces in Proposal filled in, using black ink. | [X] |
| 3. | Total and unit prices added correctly. | [X] |
| 4. | Addenda acknowledged. | [X] |
| 5. | Subcontractors are named as indicated in the Proposal. | [X] |
| 6. | 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 submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and six copies. | [X] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [X] |
| 13. | Bidder must provide satisfactory documentation of State Licenses | [X] |
| 14. | Anti-Kickback Affidavit. | [X] |
| 15. | Public Entity Crimes. | [X] |
| 16. | City of Key West Indemnification Form. | [X] |
| 17. | Disclosure of Lobbying Activities. | [X] |
| 18. | Non-Collusion Declaration and Compliance. | [X] |
| 19. | Florida Trench Safety Act Compliance. | [X] |
| 20. | Suspension and Debarment Certification. | [X] |
| 21. | Local Vendor Certification | [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.)

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

<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>N/A</p> <p>(attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p>N/A</p> <p>SF-LLLA, if necessary)</p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: Kevin Pawlowski</p> <p>Title: Assistant Secretary</p> <p>Telephone No.: 954/979.0802 Date: 7/13/11</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.: N/A
 F.A.P. NO.: N/A
 PARCEL NO.: N/A
 COUNTY OF: Monroe
 BID LETTING OF: July 11, 2011

I, Kevin Pawlowski, hereby
(NAME)
 declare that I am Assistant Secretary of Lanzo Construction Co. Florida
(TITLE) (FIRM)
 Of Deerfield Beach FL
(CITY AND STATE)
 and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The price(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(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

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

CONTRACTOR: _____ (Seal)

Lanzo Construction Co. Florida

BY: Kevin Pawlowski, Assistant Secretary

NAME AND TITLE PRINTED

BY: [Signature]

SIGNATURE

WITNESS: [Signature]

WITNESS: [Signature]

Executed on this 11th day of July, 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**

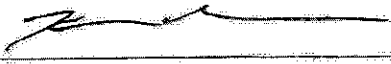
CERTIFICATION

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>Sloping</u>	<u>LF</u>	<u>2,001</u>	<u>1.00</u>	<u>2,001.00</u>
B. _____	_____	_____	_____	_____



Signature

7/13/11
Date

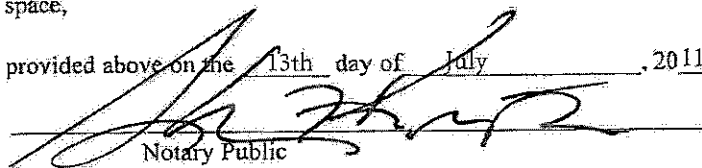
STATE OF FLORIDA

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kevin Pawlowski, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 13th day of July, 2011.



Notary Public

(Seal)

MY COMMISSION EXPIRES: 8/1/12



SHARON F. KUNTZE
Commission DD 787573
Expires August 1, 2012
Notary Public - State of Florida

SUSPENSION AND DEBARMENT CERTIFICATION

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

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of 20 July 13, 2011

By _____

Authorized Signature/Contractor

Kevin Pawlowski, Assistant Secretary

Typed Name/Title

Lanzo Construction Co. Florida

Contractor's Firm Name

125 SE 5th Court

Street Address

Building, Suite Number

Deerfield Beach FL 33441

City/State/Zip Code

954-979-0802

Area Code/Telephone Number

Owner/Engineer Contact Information		Project Name and Scope		Project Detail	
City of Key West	Owner	Pump Assisted Storm Water Drainage Wells		Original Contract Amt:	\$3,399,125.00
Contact: David Fernandez	Owner	Located in Key West in the Florida Keys this project was to relieve some of the flooding that would happen in these locations any time it rained. The scope included the installation of 6 EA catch basins, 3 EA large poured in place storm water pump station structures including pumps and controls, 3 EA vortex filtration systems, storm piping 493 LF of PVC drainage lines 18"-36", and 4 EA 24" diameter drainage wells. Schedule A (Patricia Street and Ashby Streets) and for Schedule B (Duval North Street).		Start Date:	5/20/2003
Phone: 305-293-8409	Contact: David Fernandez	Project Manager: Mike Bone		Notice to Proceed:	5/20/2003
Engineer: CH2M Hill	Engineer: CH2M Hill	Superintendent: Steve B.		Final contract amt	\$3,354,476.14
Contact: Rick Morales	Contact: Rick Morales	Contract S-700A-6 ER 47383 Upgrade Sewage Pumping Station No. 1003 (E.R. 47383) Work Order B		Completion Date:	1/20/2004
Phone: 954-426-4008	Phone: 954-426-4008	This project was located in Miami Florida and the goal of this contract was to upgrade Pump Station No. 1003. Improvements included cutting/removal of existing wet well top slab, demolition work, removal and replacement of pumps, electrical control panels, installation and operation of temporary by-pass operation, removal of exist 26 HP submersible pumps and install wet well concrete protective coating, top slab and access hatch necessary for the upgrade.		Number of Days:	190
		Project Manager: Matthew P. Tilli		Percentage Self Performed:	85%
		Superintendent: Joe D'Alessandro		Original Contract Amt:	\$356,183.00
		H-3-03-070-CF North County Neighborhood Improvements Project (Southeast Quadrant) Bid Pack 3:		Start Date:	10/15/2003
Broward County OES	Owner	This contract was for the construction of a new water distribution system including 36,500 LF of 6" DIP, abandon and grout 24,000 LF of 4"-8" mains. New sewer collection system including 27,240 LF of 8" PVC gravity line with cuts up to 14' deep, 109 new man holes and 2,700 LF of new 8" force main to tie in the new pump station. Part of this sewer collection system was connecting homes to the system which resulted in 51,000 LF of gravity line installed on private property. The new drainage improvements included 116 new structures, 11,395 LF of 15" RCP solid and exfiltration trenches. The drainage installation included removing the old system 5,760 LF. All pipe installed on this project was installed in dewatered trenches, some sewer trenches were 20 foot deep. Surface restoration included new landscaping, pavement and driveway restoration, sidewalk and curbing. The final overlay included 67,700 SY of S-III Asphalt. Within the boundaries of NE 16th Terr & NE 17 Ave along NE 33rd Street & between NE 17 Ave from NE 32 Place south to NE 30th Street.		Notice to Proceed:	6/30/2003
Contact: Alan Garcia, PE	Contact: Alan Garcia, PE	Project Manager: Pablo C. Riaño		Final contract amt	\$10,822,404.84
Phone: 954-831-0904	Phone: 954-831-0904	Superintendent: Jorge Garrigo		Completion Date:	4/4/2006
Engineer: In House	Engineer: In House	West Ken Lark Bid Pack 2 Neighborhood Improvement Program		Number of Days:	607
Contact:	Contact:	This project consisted of the construction of a new water distribution system including 17,990 LF of 6"-8" DIP, abandoning and grouting of 17,832 LF of 4"-8" mains. New sewer collection system including 15,910 LF of 8" PVC gravity line with cuts up to 14' deep, 71 new man holes and 3,387 LF of new 10" force main to tie in the 2 refurbished pump stations and the new pump station. The new drainage improvements included 87 new structures, 14,865 LF of 15"-36" RCP solid and exfiltration trenches. The drainage installation included removing the old system. All pipe installed on this project was installed in dewatered trenches. Surface restoration included new landscaping, pavement, sidewalk and curbing and driveway restoration. The final overlay included 92,387 SY of S-III Asphalt. The project was bounded by NW 19 St on the north, SR 7 on the west, Sunrise Blvd on the south and NW 31 Avenue on the east.		Percentage Self Performed:	65%
		Project Manager: Pablo C. Riaño		Original Contract Amt:	\$10,439,066.90
Broward County WWS	Owner	Superintendent: Ronnie Mezza		Start Date:	2/28/2005
Contact: Patrick Sweet	Contact: Patrick Sweet	Project Manager: Pablo C. Riaño		Notice to Proceed:	1/3/2005
Phone: 954-831-0973	Phone: 954-831-0973	Contract S-700A-6 ER 47383 Upgrade Sewage Pumping Station No. 1003 (E.R. 47383) Work Order B		Final contract amt	\$10,885,237.90
Engineer: Craven Thompson	Engineer: Craven Thompson	This project was located in Miami Florida and the goal of this contract was to upgrade Pump Station No. 1003. Improvements included cutting/removal of existing wet well top slab, demolition work, removal and replacement of pumps, electrical control panels, installation and operation of temporary by-pass operation, removal of exist 26 HP submersible pumps and install wet well concrete protective coating, top slab and access hatch necessary for the upgrade.		Completion Date:	9/27/2007
Contact: Marc Woodworth	Contact: Marc Woodworth	Project Manager: Pablo C. Riaño		Number of Days:	825
Phone 954-739-6400	Phone 954-739-6400	Superintendent: Ronnie Mezza		Percentage Self Performed:	70%



Owner/Engineer Contact Information		Project Name and Scope		Project Data	
City of Miramar	Miramar-South Neighborhood Improvement Project	Original Contract Amt:	\$11,740,791.00	Start Date:	9/19/2005
Owner	This project was located South West of Miramar Parkway and SR7. The contract facilitated the construction of a new water distribution system including 7,049 LF of 8" DIP, 8,484 of 6" DIP and 26 wet taps. New sewer collection system including 24,122 LF of 8" PVC gravity line with cuts up to 20' deep, 92 new man holes and 1,488 LF of 8" force main to tie in the new pump station to the existing system. The new drainage improvements included 353 new structures, 31,427 LF of 15"-42" RCP and 2 large control structures. All the sewer pipe installed on this project was installed in dewatered trenches. The final overlay included 76,821 SY of S-III Asphalt, sidewalk and curbing, pavement restoration covered the same area. The project was bounded by Miramar Pkwy on the N, SR 7 on the East, County Line Road on the South and SW 64 Avenue on the west.	Notice to Proceed:	6/16/2005	Final contract amt	\$12,373,000.00
Contact: Hong Guo		Completion Date:	8/31/2007	Number of Days:	550
Phone 954-538-6825		Percentage Self Performed:	65%	Original Contract Amt:	\$14,471,955.00
Engineer: PBS&J	Project Manager: Robert Bealy	Start Date:	10/15/2007	Notice to Proceed:	10/15/2007
Contact: Roberto Ortiz	Superintendent: Ronnie Mezza	Final contract amt	\$13,407,485.78	Completion Date:	11/12/2008
Phone: 305-433-9044		Number of Days:	395	Percentage Self Performed:	100%
Miami Dade Water & Sewer Dep	Contract S-828 Site Preparation Black point	Original Contract Amt:	\$14,154,000.00	Start Date:	12/17/2007
Owner	Located at the Black Point Wastewater Treatment Plant, this civil site construction project consisted of clearing and grubbing of organic material from the existing asphalt lined drying beds of the plant, excavation of existing fill material in various location and replacing it with compacted select fill material. The installation of new parking areas with curbing and pavement, large retaining wall, drainage works, install dewatering pipes to the N & S pond areas for future dewatering operations, installation of electrical duct banks for future service, relocate existing utilities, and renovate existing parking areas. Remove existing structures & piping (demo) abandon existing sludge bed piping including capping and plugging of said lines. Furnish long lead Ductile iron fittings and filler under drain piping. Support pile testing for future clarifiers & transfer pump station. Furnish and install construction management trailers. Install new mains such as 793 LF 20" DIP, 522 LF 10" DIP, 900 LF 8" PVC, 1,760 LF 8" DIP FM, 800 LF 12" WM (Potable), 780 LF 12" DIP Filtrate FM, 1950 LF 15" CMP.	Start Date:	12/17/2007	Final contract amt	\$8,192,808.00
Contact: John Chorlog		Completion Date:	9/16/2009	Number of Days:	780/360
786-552-8103		Percentage Self Performed:	75%	Original Contract Amt:	\$14,154,000.00
Engineer: Hazen & Sawyer	Project Manager: Robert Bealy	Start Date:	12/17/2007	Notice to Proceed:	12/17/2007
Contact: John Hoffman	Superintendent: Bruno (Jack) Roth	Final contract amt	\$8,192,808.00	Completion Date:	9/16/2009
Phone: 954-987-0066		Number of Days:	780/360	Percentage Self Performed:	75%
City of Marathon	Service Areas 4 & 6 Wastewater Treatment Plants	Original Contract Amt:	\$14,154,000.00	Start Date:	12/17/2007
Owner	This contract was for the constructing two SBR Wastewater Treatment Plants in the Florida Keys. These two plants varied only in capacity and location. The Service Area 4 Plant consisted of the construction of a 0.400 MGD SBR Advanced Wastewater Treatment Plant located at 5601 Overseas Highway, Marathon, Monroe County, Florida. The Service Area 6 Plant consisted of the construction of a 0.200 MGD SBR Advanced Wastewater Treatment Plant located at Avenue I off of Coco Plum Drive in the City of Marathon, Monroe County, Florida. Included in the project is all clearing, site work, paving, sidewalk and curbing, auger-cast pilings, concrete slabs, walks and foundations, new control building, process piping, SBR treatment plant, vacuum station equipment, automatic screening equipment, oxidizing air scrubber, chemical storage and pumping systems, nutrient analyzer system, influent flow meter, on-line process monitoring equipment, re-use equipment and control panels, standby diesel generator, laboratory and office equipment, plant maintenance equipment and required electrical modifications.	Start Date:	12/17/2007	Final contract amt	\$8,192,808.00
Contact: Roger Hernstadt		Completion Date:	9/16/2009	Number of Days:	780/360
Ph: 305-743-0033		Percentage Self Performed:	75%	Original Contract Amt:	\$14,154,000.00
Engineer: Weiler Engineering	Project Manager: Joe Brown	Start Date:	12/17/2007	Notice to Proceed:	12/17/2007
Contact: Justin Stensland		Final contract amt	\$8,192,808.00	Completion Date:	9/16/2009
Ph: 305-289-4161		Number of Days:	780/360	Percentage Self Performed:	75%

Owner/Engineer Contact Information	Project Name and Scope	Project Detail
City of Marathon Owner Contact: Roger Hernstadt Ph: 305-743-0033 Engineer: Walter Engineering Contact: Ed Castle Ph: 305-289-4161	Service Area 5 Waste Water & Storm Water This project was located in the City of Marathon in the Florida Keys. The scope of work included excavation in cap rock formation throughout the project for the installation of a new AirVac Vacuum sewage collection system and an onsite drainage collection system. The vacuum mains are installed in similar fashion as gravity mains in that they have a design slope. The AirVac installation included PVC DR21 Vacuum mains - 51,315 LF of 4", 21,475 LF of 6", 10,270 LF of 8", 4,100 LF of 10" main, and 460 EA vacuum valve pits. The drainage system included the installation of 306 EA 36" diameter Nyloplast catch basins feeding 43,232 LF of Perforated 18" HDPE Drainage pipe installed in exfiltration trenches. Also 19 EA gravity drainage wells of various diameters from 8" up to 24" with concrete control structures. 1,800 LF of custom curb was installed to control surface water. Maintenance of traffic was critical to the success of this project. 10,000 LF of the vacuum main was installed in the travel lane of US1, the only road in or out of the Keys. All this work was installed along a public right of way and required pavement restoration and final overlay of the existing roads.	Original Contract Amt: \$19,126,494.00 Start Date: 12/1/2008 Notice to Proceed: 11/5/2008 Final contract amt \$20,625,566.23 Completion Date: In Progress Number of Days: 905 Percentage Self Performed: 93%
Project Manager: Bob Beatty / James Till Superintendent: Jack Rollh	WTP and WWTF Improvements Project No. 356276360923 This project consists of a new membrane water treatment plant and wastewater treatment facility improvements on the same site. The membrane water treatment plant has a treated water capacity of approximately 7.4 million gallons per day (mgd) and includes the following components: sand strainers, cartridge filters, reverse-osmosis (RO) feed pumps, RO membranes/systems, various chemical storage/feed systems, degasifiers and offgas scrubbers, transfer pump skid, membrane building, process and other piping, diesel engine generator set, civil-site work, electrical power facilities, and instrumentation/control facilities. The wastewater treatment facility improvements included the addition of a 2.4 million gallons per day (mgd) package-type wastewater treatment plant and appurtenances, and the reactor basin, secondary clarifier, RAS and WAS conveyance, and aerobic digestion), a RAS/WAS pumping station, elevated walkway extension, process and other piping, civil-site work, electrical power facilities, and instrumentation/control facilities.	Original Contract Amt: \$17,600,000.00 Start Date: 4/3/2009 Notice to Proceed: 4/3/2009 Final contract amt In Progress Completion Date: Number of Days: 660
Project Manager: Joe Brown Superintendent: Steve B.	UAZ124 Bid Pack 1 The project location is bounded by SR 7 on the East, Commercial Blvd on the North, Florida Turnpike on the West and Mid River Canal on the South. The scope of work included the installation of 125 LF of 15" - 30" RCP, 33,630 LF of DIP of 8"-10" dia. water main, 28,076 LF of Sanitary Sewer, and 4,015 LF of DIP Force main. Landscaping, surface restoration and pavement restoration and pavement marking included.	Original Contract Date: \$10,383,436.00 Start Date: 8/24/2009 Notice to Proceed: 8/24/2009 Final contract amt In Progress Completion Date: 8/22/2011 Number of Days: 668 Percentage Self Performed: 65%
Owner Contact: Carlton Harris, P.E. Phone: 954-831-0907 Engineer: Craven Thompson Contact: Marc Woodworth 954-739-6400	Broward County WWS	

Owner/Engineer Contact Information		Project Name and Scope		Project Detail	
Broward County WWS		UAZ124 Bid Pack 2		Original Contract Amt.	\$4,834,126.00
Owner		<p>This project is bounded by SR7 on the East, Commercial Blvd on the North, Florida Turnpike on the East and Mid River Canal on the South. The scope consisted of the construction of new water mains, sewer improvements and associated restoration of roadway. Work involves installation of 16,500 LF of 6" to 12" DIP water main, 15,925 LF of PVC 8" sanitary sewer, a canal bridge crossing with pipe supports for 12" DIP, landscaping and pavement marking also included.</p>		Start Date:	9/20/2010
Contact: Carlon Harris, P.E.				Notice to Proceed:	9/13/2010
Phone: 954-831-0907				Final contract amt	In Progress
Engineer: Craven Thompson				Completion Date:	3/16/2012
Contact: Marc Woodworth				Number of Days:	550
954-739-6400		Percentage Self Performed:	65%	Original Contract Amt.	\$10,905,530.00
Broward County WWS		Broadview Estates Bid Package No. 2		Start Date:	12/13/2010
Owner		<p>This project is located within the City of North Lauderdale, west of SR7, east of Rock Island Rd, south of SW 18 Court and SW 18 Place, north of the Turnpike and NW 58 Street, east of NW 46 Avenue, and north of Bailey Rd. The new utilities installed consisted of 14,300 LF of 6" DIP-WM, 9,300 LF of 8" DIP-WM, 550 LF of 10" DIP-WM, 100 LF of 12" DIP-WM, 17,600 LF of 8" PVC-Sewer, 2,800 LF of 10" PVC-Sewer, 800 LF of 12" PVC, 1,800 LF of 6" DIP-FM, 680 LF of 10" DIP-FM, 106 Sewer Manholes, 3 Pump Stations, 1,900 LF of 15" RCP, 560 LF of 18" RCP, 355 LF of 24" RCP, 80 Storm Sewer Manholes, Pavement Restoration, Sidewalk and Curbing, establishing new Swales, Landscape & Irrigation.</p>		Notice to Proceed:	12/13/2010
Contact: Patrick Sweet				Final contract amt	In Progress
Phone: 954-831-0973				Completion Date:	10/13/2012
Engineer: Craven Thompson				Number of Days:	670
Contact: Mark Gabriel				Percentage Self Performed:	65%
Phone: 954-969-0666		Project Manager: Pablo C. Riaño	Superintendent: Ronnie Mezza	Start Date:	10/25/2010
City of Marathon		Little Venice Phase 1A Stormwater Improvements		Notice to Proceed:	10/25/2010
Owner		<p>This work is located in Marathon in the Florida Keys. Work included excavation in cap rock formation for the installation of 2 each 30" diameter Nyloplast catch basins. The structures feed into 200 liner feet of new Perforated 18" High density polyethylene drainage pipe installed in infiltration trenches along a public right of way. Also included was the installation of 2 each 8" injection Wells with corresponding concrete control structures, and pavement restoration.</p>		Final contract amt	\$137,200.00
Contact: Roger Hernstadt				Completion Date:	2/21/2011
Ph: 305-743-0033				Number of Days:	120
Engineer: Weiler Engineering				Percentage Self Performed:	100%
Contact: Justin Stensland				Project Manager: Bob Beaty / James Tilli	Superintendent: Jack Roth
Ph: 305-289-4161					

State of Florida

Department of State

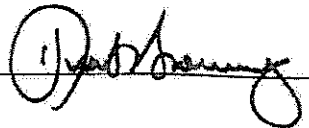
I certify from the records of this office that LANZO CONSTRUCTION CO., FLORIDA is a corporation organized under the laws of the State of Florida, filed on August 7, 1980.

The document number of this corporation is 681458.

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 April 4, 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 Fifth
day of April, 2011*



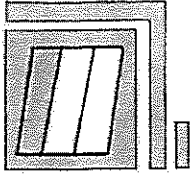
Secretary of State



Authentication ID: 100200377911-040511-681458

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

<https://efile.sunbiz.org/certauthver.html>



LANZO



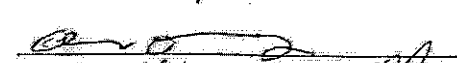





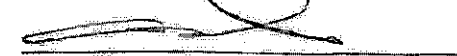
Construction
Co., Florida

125 S.E. 5th Court
Deerfield Beach, FL 33441-4749
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

RESOLUTION OF CORPORATION

I **HEREBY** certify that I am the duly elected and qualified Secretary of Lanzo Construction Co. Florida, a Florida Corporation and that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors of said Corporation, held on the 30th of June, 2010 and that such resolution is still in full force and effect.

RESOLUTION, that the officers listed below are authorized to sign Contracts, Bids and any other documents to carry out the business of the Corporation.

<u>TITLE</u>	<u>NAME</u>	<u>SIGNATURE</u>
President	Giuseppe D'Alessandro	
Vice President	Quirino D'Alessandro, Sr.	
Vice President	Quirino D'Alessandro, Jr.	
Vice President	Matthew P. Tilli	
Secretary	Rosemarie Torres	
Assistant Secretary	John McCullen	
Assistant Secretary	Robert Beaty, III	
Assistant Secretary	Kevin Pawlowski	
Treasurer	Antonio D'Alessandro	

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation and affix the Corporate Seal on the 30th of June, 2010.

By 
Rosemarie Torres, Secretary

Attest:


Giuseppe D'Alessandro, President



CITY OF DEERFIELD BEACH

BUSINESS LICENSE TAXES

2010-2011

LICENSE NO.

11-00026426

OWNER LANZO CONSTRUCTION COMPANY FLA
 CONTROL NO. 150161
 BUSINESS NAME LANZO CONSTRUCTION CO FLA
 LOCATION 125 SE 5 CT
 CLASSIFICATION UNCLASSIFIED 2

NEW	RENEWAL	X
DATE ISSUED	9/02/10	
LICENSE FEE	58.80	
DELINQUENT CHG.	.00	
TRANSFER FEE	.00	

TOTAL AMOUNT PAID	58.80
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UNDERGROUND PIPE INSTALLATION, SITE PREPARATION

LICENSE ISSUED FOR THE PERIOD

OCTOBER 1 2010 SEPTEMBER 30 2011

LANZO CONSTRUCTION CO FLA
 1 SE 5 CT
 DEERFIELD BEACH FL 33441

**LICENSE MUST BE CONSPICUOUSLY
 DISPLAYED TO PUBLIC VIEW AT
 BUSINESS LOCATION**

TRANSFER FEE 5.88

Notice: This license becomes NULL and VOID if ownership, business name, or address is changed. Licensee must apply to License Department for Transfer.



CITY OF DEERFIELD BEACH

BUSINESS LICENSE TAXES

2010-2011

LICENSE NO.

11-00022242

OWNER LANZO CONSTRUCTION COMPANY FLA
 CONTROL NO. 150161
 BUSINESS NAME LANZO CONSTRUCTION CO FLA
 LOCATION 125 SE 5 CT
 CLASSIFICATION WAREHOUSING AND STORAGE

NEW	RENEWAL	X
DATE ISSUED	9/02/10	
LICENSE FEE	118.80	
DELINQUENT CHG.	.00	
TRANSFER FEE	.00	

TOTAL AMOUNT PAID	118.80
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STORAGE OF EQUIPMENT

LICENSE ISSUED FOR THE PERIOD

OCTOBER 1 2010 SEPTEMBER 30 2011

LANZO CONSTRUCTION CO FLA
 1 SE 5 CT
 DEERFIELD BEACH FL 33441

**LICENSE MUST BE CONSPICUOUSLY
 DISPLAYED TO PUBLIC VIEW AT
 BUSINESS LOCATION**

TRANSFER FEE 11.88

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CITY OF DEERFIELD BEACH

BUSINESS LICENSE TAXES

2010-2011

LICENSE NO.

11-00021875

OWNER LANZO CONSTRUCTION COMPANY FLA
 CONTROL NO. 150161
 BUSINESS NAME LANZO CONSTRUCTION CO FLA
 LOCATION 125 SE 5 CT
 CLASSIFICATION GENERAL CONTRACTOR

NEW	RENEWAL	X
DATE ISSUED	9/02/10	
LICENSE FEE	117.60	
DELINQUENT CHG	.00	
TRANSFER FEE	.00	

TOTAL AMOUNT PAID	117.60
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MATTHEW TILL, QUALIFIER

LICENSE ISSUED FOR THE PERIOD

OCTOBER 1 2010 SEPTEMBER 30 2011

LANZO CONSTRUCTION CO FLA
 1 SE 5 CT
 DEERFIELD BEACH FL 33441

**LICENSE MUST BE CONSPICUOUSLY
 DISPLAYED TO PUBLIC VIEW AT
 BUSINESS LOCATION**

TRANSFER FEE	11.76
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Notice: This license becomes NULL and VOID if ownership, business name, or address is changed. Licensee must apply to License Department for Transfer.



CITY OF DEERFIELD BEACH

BUSINESS LICENSE TAXES

2010-2011

LICENSE NO.

11-00026425

OWNER LANZO CONSTRUCTION COMPANY FLA
 CONTROL NO. 150161
 BUSINESS NAME LANZO CONSTRUCTION CO FLA
 LOCATION 125 SE 5 CT
 CLASSIFICATION EXCAVATION/LOT CLEARING/GRADING CONT

NEW	RENEWAL	X
DATE ISSUED	9/02/10	
LICENSE FEE	58.80	
DELINQUENT CHG	.00	
TRANSFER FEE	.00	

TOTAL AMOUNT PAID	58.80
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MAJOR ROADS (ASPHALT AND CONCRETE)

LICENSE ISSUED FOR THE PERIOD

OCTOBER 1 2010 SEPTEMBER 30 2011

LANZO CONSTRUCTION CO FLA
 1 SE 5 CT
 DEERFIELD BEACH FL 33441

**LICENSE MUST BE CONSPICUOUSLY
 DISPLAYED TO PUBLIC VIEW AT
 BUSINESS LOCATION**

TRANSFER FEE	5.88
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Notice: This license becomes NULL and VOID if ownership, business name, or address is changed. Licensee must apply to License Department for Transfer.



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500
 800HELPFLA(435-7352) or (850) 488-2221

February 21, 2011

JOHN V MCCULLEN
 439 N W 94 WAY
 POMPANO BEACH, FL 33071

SUBJECT: Professional Surveyor and Mapper License # LS4070


Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2013.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
 Board of Professional Surveyors and Mappers

LS4070
 Professional Surveyor and Mapper
 JOHN V MCCULLEN

IS LICENSED under the provisions of Ch. 472 FS
 Expiration date: February 28, 2013

Detach Here



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS4070
 Expiration Date: February 28, 2013

Professional Surveyor and Mapper License
 Under the provisions of Chapter 472, Florida Statutes

JOHN V MCCULLEN
 439 N W 94 WAY
 POMPANO BEACH, FL 33071

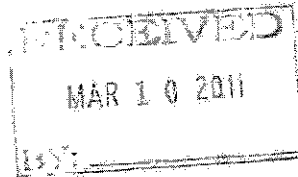
ADAM H. PUTNAM
 COMMISSIONER OF AGRICULTURE



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 7, 2011

LANZO COSTRUCTION CO FLORIDA
125 SE 5TH CT
DEERFIELD BEACH, FL 33441-4749



SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7329

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2013.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7329**
Expiration Date: February 28, 2013

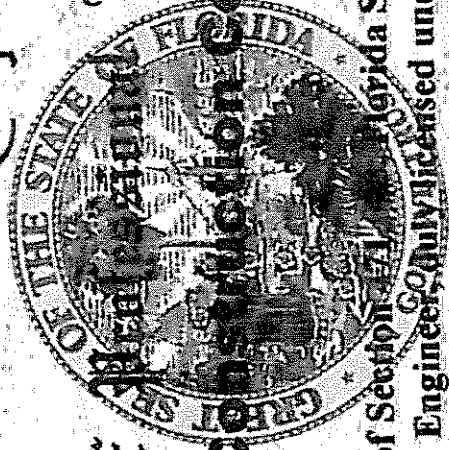
Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

LANZO COSTRUCTION CO FLORIDA
125 SE 5TH CT
DEERFIELD BEACH, FL 33441

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

State of Florida

Board of Professional Engineers



Lanzo Construction Co., Florida

Is authorized under the provisions of Section 471, 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

AUDIT NO: 228201302955

CA. LIC. No:

28708

1A PRIMARY PIPELINES (WATER, SEWER, DR

87-975

TILLI, MATTHEW P - QUALIFYING

LANZO CONSTRUCTION CO FL

125 SE 5 CT

DEERFIELD BEACH FL 33441

EXPIRES 08/31/2011

BROWARD

CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

FLORIDA

Contractor must obtain a photo I.D. Certificate of Competency Card every four years.

TILLI, MATTHEW P
660 UNION AVE
CRESCENT CITY FL 32112

**BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY**

CC# 1A PRIMARY PIPELINES (WATER, SEWER [87-975

TILLI MATTHEW P - QUALIFYING

LANZO CONSTRUCTION CO FL

125 SE 5 CT

DEERFIELD BEACH FL 33441

EXPIRES 08/31/2011

3A- MAJOR ROADS (ASPHALT AND CONCRET

87-975

TILLI, MATTHEW P. - QUALIFYING

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CRESCENT CITY FL 32112

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EXPIRES 08/31/2011



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

TILLI, MATTHEW PRESTON
LANZO CONSTR CO FLORIDA
660 UNION AVE
CRESCENT CITY FL 32112

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# 4970366
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC049468 05/24/10 098164491

CERT UNDERGROUND & EXCAV CNTR
TILLI, MATTHEW PRESTON
LANZO CONSTR CO FLORIDA

IS CERTIFIED under the provisions of Ch. 489 FS
expiration date: AUG 31, 2012 L10052400658

DETACH HERE

AC# 4970366

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10052400658

DATE	BATCH NUMBER	LICENSE NBR
05/24/2010	098164491	CUC049468

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

TILLI, MATTHEW PRESTON
LANZO CONSTR CO FLORIDA
660 UNION AVE
CRESCENT CITY FL 32112

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

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STATE OF FLORIDA AC# 4970354
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CGC036262 05/24/10 098164490
 CERTIFIED GENERAL CONTRACTOR
 TILLI, MATTHEW PRESTON
 LANZO CONSTR CO FLORIDA
 IS CERTIFIED under the provisions of Ch. 489 FS
 Expiration date: AUG 31, 2012 L10052400646

DETACH HERE

AC# 4970354

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10052400646

DATE	BATCH NUMBER	LICENSE NBR
05/24/2010	098164490	CGC036262

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

TILLI, MATTHEW PRESTON
LANZO CONSTR CO FLORIDA
660 UNION AVE
CRESCENT CITY FL 32112

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



CH2MHILL

ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS
for the construction of the
**PATRICIA AND ASHBY STREETS
STORMWATER EMERGENCY OUTFALL**

Date: July 1, 2011
Project No.: 389678

**CITY OF KEY WEST
KEY WEST, FLORIDA**

Lanzo Construction Co., Florida

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the Patricia and Ashby Streets Stormwater Emergency Outfall dated June 2011 as fully and completely as if the same were fully set forth therein:

PRE-BID MEETING

1. Attached is the Meeting Minutes from the pre-bid meeting held on June 22, 2011.
2. Attached is a copy of the Sign-In Sheet from the pre-bid meeting.

QUESTIONS AND RESPONSES

1. **Question:** Is there additional silt fencing required?

Response:

"Yes, the Contractor will be required to provide sediment and erosion control measures around the staging area with the sediment and erosion controls shown on the drawings."

2. **Question:** Will the platform be required to be relocated with the control panel and where and what elevation will be required?

Response:

"The Contractor will be required to relocate the control panel to outside of the immediate work area, until the panel can be placed on the new platform. The existing platform will not be relocated. However, the control panel will need to be accessible by the City. The elevation of the temporary control panel will be based on the time of year (during or after hurricane season)."

3. **Question:** What is the dB rating of the enclosure?

Response:

“72 dB at 50 feet. See specification Section 26 32 13.13.”

4. **Question:** The 12 month construction duration appears long, will this be changed?

Response:

“See Addendum No. 1.”

SPECIFICATIONS

CONTENTS

1. **DELETE** in its entirety and **REPLACE** with the Revised Contents, attached.

PART 2 – CONTRACTING FORMS

SECTION 00 41 13: BID FORM

1. **DELETE** in its entirety and **REPLACE** with the Revised Bid Form, attached.

SECTION 00 52 13: AGREEMENT

2. **DELETE** in its entirety and **REPLACE** with the Revised Agreement, attached.

SECTION 00 62 04: NOTICE TO PROCEED

1. **DELETE** in its entirety and **REPLACE** with the Revised Notice To Proceed, attached.

PART 3 – SPECIFICATIONS

SECTION 01 50 00: TEMPORARY FACILITIES AND CONTROLS

1. Page 2, Paragraph 1.03.B: **DELETE** in its entirety and **REPLACE** with:
“Contractor to use the area designated on the Drawings for staging during the duration of this project.”

SECTION 01 91 14: EQUIPMENT TESTING AND FACILITY STARTUP

1. Page 3, Paragraph 3.01.C: **INSERT** the following sentence at the end of the paragraph:
“Contractor to supply fuel for the generator for startup and testing. Contractor to supply a full tank of diesel fuel for the generator when turned over to the Owner.”

SECTION 26 32 13.13: DIESEL ENGINE GENERATOR SET

1. Page 7, Paragraph 2.05.H.1.e: In the first sentence **DELETE** "...either inside or outside..." and **INSERT** "...inside..."
2. Paragraph 2.05.H.1.h: In the first sentence **DELETE** "...S ubbase..." and **INSERT** "...Subbase..."

SECTION 40 90 01: INSTRUMENTATION AND CONTROL FOR PROCEES SYSTEMS

1. Page 14, Paragraph 2.03.F: **INSERT** "...well..." after drainage.
2. Page 14, Paragraph 2.03.F.2.a: **DELETE** "Range 0-15 psi" and **INSERT** "Range 0-20 psi."
3. Page 15, Paragraph 2.03.G: **INSERT** "...well..." after drainage.
4. Page 15, Paragraph 2.03.G.2.a: **DELETE** "Range 0-15 psi" and **INSERT** "Range 0-20 psi."

DRAWINGS

1. Drawing C-201: Overall Site Plan; **ADD** the following note to the Contractor Staging Area:

"CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF SILT FENCE ENCLOSING THE STAGING AREA. SILT FENCE TO BE PER FDOT STANDARDS."

2. Drawing C-202: Enlarged Plan; **ADD** the following note:

"11. CONTRACTOR TO VERIFY THAT THE EDGE OF THE GENERATOR PLATFORM IS A MINIMUM OF 6-INCHES OFF THE FACE OF THE EXISTING CONCRETE BLOCK FENCE."

3. Drawing C-501: Details;

- a. Detail 1: **ADD** the following note:

"NOTE: CONTRACTOR TO ENCASE THE ENTIRE PIPE ALL AROUND WITH 12-INCHES OF CONCRETE WITHIN 5-FEET OF THE EXISTING WALL."

- b. Surface Restoration: **ADD** the following note:

"3. ALL BIKE PATH RESTORATION TO BE RESURFACED PER ASPHALT SURFACING"

4. Drawing S-201: Structural Plans and Section; **ADD** the following note:

"7. CONTRACTOR TO VERIFY THAT THE EDGE OF THE GENERATOR PLATFORM IS A MINIMUM OF 6-INCHES OFF THE FACE OF THE EXISTING CONCRETE BLOCK FENCE."

5. Drawing E-401: Electrical Enlarged Plan; New Installation:
 - a. **DELETE** Note 24 in its entirety and **REPLACE** with the following note:
 "24. FLOOR-MOUNT AND DETAIL 4091-402 MOUNT PUMP CONTROL PANEL."
 - b. **ADD** the following note:
 "28. CONTRACTOR TO INSTALL A NEW 400 AMP GENERATOR RECEPTACLE WITH JUNCTION BOX AT ELEVATION 9.00 ABOVE FINISHED GRADE USING DETAIL 2605-008B NEXT TO THE STAIRS BY THE RELOCATED RTU ANTENNA. CONTRACTOR TO PROVIDE A 2'x2'x1' CONCRETE PAD FOR INSTALLATION"
6. Drawing E-501: Electrical Standard Details; Detail 2605-424; **DELETE** "EARTH BACFILL" and **INSERT** "FLOWFILL".
7. Drawing E-601: Electrical Pump Station Riser Diagram; **ADD** the following note:
 "14. REPLACE EXISTING 200 AMP GENERATOR RECEPTACLE LOCATED ON AT THE EXISTING PUMP CONTROL PANEL WITH A 400 AMP GENERATOR RECEPTACLE TO BE REMOTELY LOCATED AS SHOWN ON DRAWING E-401."
8. **ADD** the following Drawing: QC 5236 -- PUMP CONTROL PANEL for reference at the end of the Drawings. The existing Pump Control Panel dimensions is 60"W x 48"W x 14"D.

All Bidders shall acknowledge receipt of Addendum No. 1 in the Bid Form. Bids submitted without this acknowledgement will be considered informal.

CH2M HILL

 Andrew Smyth, P.E.

LANZO Construction Co., Florida

ATTACHMENTS:

Pre-Bid Meeting Minutes, attached.
 Pre-Bid Meeting Sign-in Sheet, attached.
 Section 00 01 10: Contents, attached.
 Section 00 41 13, Bid Form, attached.
 Section 00 52 13: Agreement, attached.
 Section 00 62 04: Notice To Proceed, attached.
 Drawing QC 5236; Pump Control Panel, attached.

END OF ADDENDUM



ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS
for the construction of the
**PATRICIA AND ASHBY STREETS
STORMWATER EMERGENCY OUTFALL**
**CITY OF KEY WEST
KEY WEST, FLORIDA**

Date: July 8, 2011
Project No.: 389678

Lanzo Construction Co., Florida

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the Patricia and Ashby Streets Stormwater Emergency Outfall dated June 2011 as fully and completely as if the same were fully set forth therein:

SPECIFICATIONS

PART 2 – CONTRACTING FORMS

SECTION 00 41 13: BID FORM

1. **DELETE** in its entirety and **REPLACE** with the Revised Bid Form, attached.

PART 3 – SPECIFICATIONS

SECTION 01 29 00: PAYMENT PROCEDURES

1. Page 6, Paragraph 1.07.B.16: **DELETE** the following "...8-inch gate valves in the relocated water lines and..."

SECTION 26 32 13.13: DIESEL ENGINE GENERATOR

1. Page 8, Paragraph 2.05.H.1: **INSERT** the following:

" i. A factory mounted red mushroom-head emergency stop switch shall be installed on the exterior of the enclosure. The emergency stop switch shall be located on the same end of the generator enclosure as the access panel for the control panel."

2. Page 11, Paragraph 2.10.C: **INSERT** the following:

“13. NEMA 4X rated red mushroom-head emergency stop pushbutton selector switch with break-glass cover mounted on the exterior of the generator enclosure.”

3. Page 11, Paragraph 2.10.F.3: **INSERT** the following:

- “d. Generator Disable from the RTU
e. Emergency Stop from the exterior Emergency Stop Switch”

SECTION 40 27 00: PROCESS PIPING-GENERAL

1. Page 7, Paragraph 2.03.C.1.b: **INSERT** the following at the end of the sentence:

“...; EBBA “Restraint Pipe Systems”, Series 2200 and Series 2800.”

DRAWINGS

1. Drawing C-502: Details:

- a. Detail PIPE CONFLICT DETAILS: 3231-410: **DELETE** the detail number “3231-410” and **INSERT** detail number “3312-100”..following note:

2. Drawing E-601:Electrical Pump Station Riser Diagram: **DELETE** Note 2 in its entirety and **REPLACE** with the following:

“2. FURNISH AND INSTALL NEW RISER, CONDUCTORS AND RACEWAY FROM EXISITNG UTILITY POLE-MOUNTED TRANSFORMER AND REVENUE METER TO NEW MAIN CIRCUIT BREAKER INSTALLED ON PLATFORM AS SHOWN. COORDINATE UTILITY POWER SHUTDOWN, RISER AND UNDERGROUND SECONDARY INSTALLATION REQUIRMENTS, AND METERING REQUIREMENTS WITH KEYS ENERGY. COORDINTATE THE ROUTING OF THE NEW UNDERGROUND SECONDARY WITH CIVIL.”

3. Drawing E-601:Electrical Pump Station Riser Diagram: **ADD** the following notes:

“15. COVER THE HOLE LEFT IN THE SIDE OF THE CONTROL PANEL FROM THE REMOVAL OF THE EXISTING GENERATOR RECEPTACLE WITH A GASKETED 316 STAINLESS STEEL CAP.

16. PROVIDE NEW 400A LOAD-BREAKING GENERATOR RECEPTACLE WITH ANGLE ADAPTER AND JUNCTION BOX. RUSSELLSTOLL MAXGARD SERIES OR APPROVED EQUAL. COORDINATE GENERATOR RECEPTACLE PIN CONFIGURATION WITH OWNER'S GENERATOR PLUG.
17. REPLACE THE EXISTING 200A GENERATOR CIRCUIT BREAKER IN THE PUMP CONTROL PANEL WITH A NEW 300A CIRCUIT BREAKER. MATCH THE EXISTING MANUFACTURER'S TYPE AND AIC RATING. THE GENERATOR CIRCUIT BREAKER SHALL BE INTERLOCKED WITH THE MAIN CIRCUIT BREAKER TO PREVENT BOTH CIRCUIT BREAKERS FROM BEING CLOSED AT THE SAME TIME.
18. PROVIDE A 3" CONDUIT WITH 4#350KCM AND 1#4 GROUND FROM THE NEW 300A GENERATOR CIRCUIT BREAKER TO THE NEW 400A GENERATOR RECEPTACLE."

4. Drawing: QC 5236 – PUMP CONTROL PANEL added in Addendum No. 1. The existing Pump Control Panel dimensions is 60"H x 48"W x 14"D.

All Bidders shall acknowledge receipt of Addendum No. 2 in the Bid Form. Bids submitted without this acknowledgement will be considered informal.

CH2M HILL

Andrew Smyth, P.E.

ATTACHMENTS:

Section 00 41 13, Bid Form, attached.

END OF ADDENDUM

Lanzo Construction Co., Florida