

CONTRACT DOCUMENTS FOR:



ATLANTIC BOULEVARD ENHANCEMENTS
WHITE STREET TO BERTHA STREET
August 2010
PROJECT No. GN-0710
(LAP AGREEMENT FM #421380-1)

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PREPARED BY:
The Corradino Group, Inc. / Perez Engineering

COPY NO. _____

CITY OF KEY WEST
KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

**ATLANTIC BOULEVARD ENHANCEMENTS
WHITE STREET TO BERTHA STREET**

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

**CITY OF KEY WEST
THE CORRADINO GROUP, INC. / PEREZ ENGINEERING
KEY WEST, FLORIDA
August 2010**

Project No. GN - 0710

Copy No.

Table of Contents

PART 1	1
BIDDING REQUIREMENTS.....	1
INVITATION TO BID	2
INSTRUCTIONS TO BIDDERS.....	5
CONTRACT PROVISIONS.....	13
PROPOSAL	17
BID SCHEDULE	20
ATTACHMENT: I	31
FLORIDA BID BOND	34
ANTI-KICKBACK AFFIDAVIT.....	36
SWORN STATEMENT UNDER SECTION 287.133(3)(A).....	37
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.....	37
CITY OF KEY WEST INDEMNIFICATION FORM	39
PROHIBITED INTERESTS FORM AND NOTICE.....	40
BIDDER'S CHECKLIST.....	41
STATEMENT OF NO PROPOSAL	42
 PART 2	
CONTRACT FORMS.....	43
CONTRACT	44
PERFORMANCE BOND	46
PAYMENT BOND.....	48
CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT	50
OCCUPATIONAL LICENSE APPLICATION	51
LICENSING DIVISION	52
MISCELLANEOUS FORMS.....	53
 PART 3	
CONDITIONS OF THE CONTRACT	65
GENERAL CONDITIONS.....	66
SUPPLEMENTARY CONDITIONS.....	87
 PART 4	
SPECIFICATIONS.....	100
DIVISION 1	
GENERAL REQUIREMENTS.....	101
SECTION 01001 GENERAL REQUIREMENTS.....	102
SECTION 01010 SUMMARY OF WORK.....	114
SECTION 01014 ENVIRONMENTAL PROTECTION.....	116
SECTION 01025 MEASUREMENT AND PAYMENT.....	119
SECTION 01050 FIELD ENGINEERING.....	122
SECTION 01500 TESTING SERVICES.....	125
DIVISION 2	
SITE WORK.....	127
SECTION 02104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	128
SECTION 02120 EXCAVATION AND BACKFILL	137

<i>SECTION 02160 STABILIZATION</i>	149
<i>SECTION 02285 ROCK BASE</i>	154
<i>SECTION 02334 ASPHALT CONCRETE PAVEMENT</i>	161
<i>SECTION 02425 INLETS, MANHOLES, AND JUNCTION BOXES</i>	185
<i>SECTION 02440 UNDERDRAIN (SEEPAGE TRENCH)</i>	189
<i>SECTION 02700 ROADWAY SIGNS</i>	191
<i>SECTION 02705 OBJECT MARKERS AND DELINEATORS</i>	201
<i>SECTION 02706 RPM's AND BITUMINOUS ADHESIVE</i>	203
<i>SECTION 02711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS</i>	206
<i>SECTION 02930 FINISH GRADING AND GRASSING</i>	212
DIVISION 3	
CONCRETE	215
<i>SECTION 03500 CONCRETE PLACEMENT, CURBS AND SIDEWALKS</i>	216
PART 5	
DRAWINGS	223

ATTACHMENTS A-R

- A. FDOT Standard Specifications
- B. Suspension and Debarment Certification
- C. Executive Order 11246
- D. DBE Special Provisions
- E. Buy American/Foreign Contractor and Supplier Restrictions
- F. Convict Produced Material
- G. FHWA 1273
- H. Disclosure of Lobbying Activities
- I. Non-Collusion Declaration and Compliance (found in Part 1 Bidding Requirements Section)
- J. Davis-Bacon Wage Determination
- K. FDOT Mandatory Specification Revisions including:
 - o SP0070111ES Laws to be Observed
 - o SP0090503ES Partial Payments – Withholding Payment
 - o SP0090081ES Acceptance and Final Payment – Acceptance and Payment Documents
 - o Patented/Proprietary Materials
 - o Indian Preference
- L. Local Agency Program Manual Title VI and Related Statutes Nondiscrimination Agreement
- M. Local Agency Program Manual Title VI and Related Statutes Nondiscrimination Agreement – Appendix A
- N. Required Contract Provisions
- O. FDOT Anticipated DBE Participation Statement, Form 275-030-11A
- P. DBE Bid Package Information
- Q. Local Agency Program Agreement
- R. FDOT form 700-011-13 EEO CERT

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PART 1
BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for Atlantic Boulevard Enhancements (White Street to Bertha Street), GN-0710, addressed to the City of Key West, will be received at the office of the City Clerk, 525 Angela St., City of Key West, Florida until 3:00 p.m., local time, on Wednesday, October 20th, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and two (2) copies of bid package and two (2) CD-ROMS or flash drives each one containing a single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “**BID FOR, Atlantic Boulevard Enhancements**” addressed and delivered to the City Clerk at the address noted above.

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

This project proposes infrastructure improvements along Atlantic Boulevard from White Street to Bertha Street. Enhancements to include sidewalk construction on the north side of Atlantic Boulevard from Stevens Street to Bertha Street with curb, and ADA compliant curb ramps, improvements to the existing shared-use path on the south side of Atlantic Boulevard, miscellaneous drainage improvements, and signing and pavement markings upgrades. This work shall include FDOT administrative grant requirements Attachments A-R.

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 meeting will be held in the conference room at 3140 Flagler avenue, Key West, Florida on Wednesday, October 6th, 2010 at 2:00 p.m. . Bids will only be accepted from those who are represented at the mandatory pre-bid meeting.

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

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID. BIDDER SHALL PROVIDE WITH THE BID PROPOSAL THE COMPLETED ATTACHMENT I; NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29: FDOT FORM 575-060-13; FAILURE TO SUBMIT COPIES MAY REQUIRE THE BID BE VOIDED.

- A. State of Florida General Contractors license.
- B. ATTACHMENT I; NON-COLLUSION DECLARATION AND COMPLIANACE WITH 49 CFR §29. FDOT form 575-060-13

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the state and that the provisions of Chapter 66 Section 87 of the Code of Ordinances

of the City of Key West; within 10 days the following notice of award;

- A. City of Key West Tax License Receipt;
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.
- C. A valid occupational license issued by the City of Key West, Florida.

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.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

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

The Local Agency of The City of Key West hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award. For information concerning the proposed work, or for appointment to visit the sites within the City for work that may be issued, contact **City of Key West General Services 305-809- 3965**.

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 (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 _____, 2010.

CITY OF KEY WEST

By _____

Jim Scholl, City Manager
* * * * *

INSTRUCTIONS TO BIDDERS

I. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 8 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

C. FDOT Local Agency Specifications (LAP) AND STANDARD SPECIFICATIONS / LOCAL AGENCY SPECIFICATIONS

The term "Standard Specifications" is used; such reference shall mean the most current edition of Florida Department of Transportation Standard Specification for Road and Bridge Construction and LAP Specifications. The Standard Specifications shall be considered as part of this section of the Specifications; the contractor shall be responsible for obtaining and incorporation in the contract all of the Standard Specification's and the most current revisions that apply to this contract scope of work. The contractor shall document in his Daily Reports and Quality Control Reports the required Standard Specifications that are used on a daily basis. Daily Reports and Quality Control Reports are due with each pay application.

D. DRAWINGS

Drawings and details of construction are bound herein.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the Owner.

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

BIDDERS MUST BE FDOT PREQUALIFIED. AS PER FDOT STANDARD SPECIFICATIONS 2-1: PREQUALIFICATION OF BIDDERS.

ALL PREQUALIFIED CONTRACTORS BIDDING MUST INCLUDE WITH THEIR BID PROPOSAL A COPY OF THEIR CERTIFICATION OF CURRENT CAPACITY (FORM 375-020-22) AND STATUS OF CONTRACTS ON HAND (FORM 375-020-21)

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

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

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the Engineer's investigations of surface and subsurface conditions that are made available shall not be considered a part of the Contract Documents, said logs representing

only the opinion of the Engineer as to the character of the materials encountered by him in his investigations and are available only for the convenience of the Bidders.

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

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. The estimate of quantities of work to be done is tabulated in the Proposal and although stated with as much accuracy as possible is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, preferably in BLACK INK. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

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

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS AND LICENSES, as set forth in the Supplementary Conditions.

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in installation, repair, and replacement of stormwater structures as well as installation, repair and replacement of roads and sidewalks. Such experience record shall provide at least ten (10) current or recent projects of similar work preferably within Florida or the southeastern United States. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

D. ATTACHMENTS

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

Bid Bond
Anti-Kickback Affidavit
Public Entity Crimes Form
Key West Indemnification Form
Prohibited Interests Form and Notice
Bidders Checklist
ATTACHMENT I; NON-COLLUSION DECLARATION AND COMPLIANCE
WITH 49 CFR §29. FDOT form 575-060-13

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287-133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

F. FLORIDA TRENCH SAFETY ACT

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF PROPOSALS

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

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Bidder's

name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. One original and four copies of the bid must be submitted.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

10. BID SECURITY

Proposals must be accompanied by cash, a certified check, or 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 Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of 60 days after bid opening and that if awarded the Contract the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

Within 60 calendar days after the opening of Proposals the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award mailed to the office designated in the Proposal

or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Proposals.

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

13. BASIS OF AWARD

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

If, at the time this Contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the CITY as available, the CITY may reject all Proposals or take such other action as best serves the CITY's interests.

14. EXECUTION OF CONTRACT

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

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

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

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid and the bid security shall be retained as liquidated damages by the Owner and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization labor equivalent to at least 30 percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage and the Engineer determines that it would be to the client's advantage the percentage of the labor required to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the contractor from the Engineer.

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

18. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions.

The Contractor shall commence work within fourteen days of the notice to proceed and finish within the number of calendar days stipulated in the Contract.

* * * * *

CONTRACT PROVISIONS

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

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

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home address shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of

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

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

amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

PROPOSAL

To: The City of Key West
Address: 525 Angela Street, P.O. Box 1409
Key West, Florida 33041

Project Title: **Atlantic Boulevard Enhancements
(White Street to Bertha Street)**

Project No.: GN – 0710

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

Name: Dan Higgins
Telephone: (734) 996-9500

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

NOTE: THIS SCHEDULE OF BID ITEMS IS AN ESTIMATE OF THE AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2007) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1,423
\$2,500,000 but less than \$5,000,000	\$2,121
\$5,000,000 but less than \$10,000,000	\$3,057

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, 4, 5, 6, 7, 8, 9
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE ITEMS

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

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BID SCHEDULE

ATLANTIC BOULEVARD ENHANCMENTS (WHITE STREET TO BERTHA STREET)

The following Bid Schedule is presented to assist the City in evaluating the Bid. The Bidder further Proposes to accept as full payment for the work Proposed herein the amounts computed under the Provisions of the Contract Documents and based on the following unit Price amounts, it being expressly understood that the unit Prices are independent of the exact quantities involved. The Bidder agrees that the unit Prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and Profit for each type and unit of work called for in these Contract Documents. Unit price line items may be deleted, reduced or increased as needed by the City.

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Value</u>
10	Performance and Payment Bonds	1	LS	10,875.00	10,875.00
<u>Value in Words</u>	<i>Ten Thousand Eight Hundred Seventy Five Dollars</i>				
20	FDOT Grant Requirements, General and Supplementary Conditions, Quality Control Requirements, Fl trench Act	1	LS	84,822.90	84,822.90
<u>Value in Words</u>	<i>Eighty Four Thousand Eight Hundred Twenty Two Dollars Ninety Cent</i>				
101-1	Mobilization	1	LS	23,450.00	23,450.00
<u>Value in Words</u>	<i>Twenty Three Thousand Four Hundred Fifty Dollars</i>				
102-1	Maintenance of Traffic	1	LS	13,150.00	13,150.00
<u>Value in Words</u>	<i>Thirteen Thousand One Hundred Fifty Dollars</i>				
104-10-3	Sediment Barrier	583	LF	3.25	1,894.75
<u>Value in Words</u>	<i>One Thousand Eight Hundred Ninety Four Dollars Seventy Five Cent</i>				
104-18	Inlet Protection System	6	EA	215.00	1,290.00
<u>Value in Words</u>	<i>One Thousand Two Hundred Ninety Dollars</i>				
110-1	Clearing and Grubbing	1	LS	38,450.00	38,450.00
<u>Value in Words</u>	<i>Thirty Eight Thousand Four Hundred Fifty Dollars</i>				
120-72	Gravel (1/2" - 3/4" stone)	247	TN	105.00	25,935.00
<u>Value in Words</u>	<i>Twenty Five Thousand Nine Hundred Thirty Five Dollars</i>				
160-4	Stabilization Type B	3,282	SY	30.00	98,460.00

<u>Value in Words</u>	<i>Ninety Eight Thousand Four Hundred Sixty Dollars</i>				
285-701	Optional Base Group 01	1,293	SY	31.00	40,083.00
<u>Value in Words</u>	<i>Forty Thousand Eighty Three Dollars</i>				
285-709	Optional Base Group 09	802	SY	29.00	23,258.00
<u>Value in Words</u>	<i>Twenty Three Thousand Two Hundred Fifty Eight Dollars</i>				
327-70-1	Milling Existing Asphalt Pavement (1" Ave.)	519	SY	12.00	6,228.00
<u>Value in Words</u>	<i>Six Thousand Two Hundred Twenty Eight Dollars</i>				
334-1-13	Type SP Asphaltic Concrete (Traffic Level C)	190	TN	169.00	32,110.00
<u>Value in Words</u>	<i>Thirty Two Thousand One Hundred Ten Dollars</i>				
337-7-32	Asphaltic Concrete Friction Course FC-9.5 (Rubber)	74	TN	207.00	15,318.00
<u>Value in Words</u>	<i>Fifteen Thousand Three Hundred Eighty Four Dollars</i>				
425-1-201	Inlet Type (P-9)	1	EA	4,485.00	4,485.00
<u>Value in Words</u>	<i>Four Thousand Four Hundred Eighty Five Dollars</i>				
425-4	Inlet Adjust	1	EA	1,000.00	1,000.00
<u>Value in Words</u>	<i>One Thousand Dollars</i>				
425-5-1	Adjusting Clean outs/ Manholes	25	EA	300.00	7,500.00
<u>Value in Words</u>	<i>Seven Thousand Five Hundred Dollars</i>				
425-6	Adjusting Valve Boxes/ Water Meters	24	EA	340.00	8,160.00
<u>Value in Words</u>	<i>Eight Thousand One Hundred Sixty Dollars</i>				
520-1-10	Concrete Curb and Gutter Type F	418	LF	41.25	17,242.50
<u>Value in Words</u>	<i>Seventeen Thousand Two Hundred Forty Two Dollars and Fifty Cent</i>				
520-2-4	Concrete Curb Type D	1,979	LF	32.75	64,812.25
<u>Value in Words</u>	<i>Sixty Four Thousand Eight Hundred Twelve Dollars and Twenty Five Cent</i>				
522-1	Concrete Sidewalk (4")	1,005	SY	73.50	73,867.50
<u>Value in Words</u>	<i>Seventy Three Thousand Eight Hundred Sixty Seven Dollars and Fifty Cent</i>				
522-2	Concrete Sidewalk (6")	545	SY	92.50	50,412.50

<u>Value in Words</u>	<i>Fifty Thousand Four Hundred Twelve Dollars and Fifty Cent</i>				
570-1-2	Performance Turf (SOD)	1,460	SY	7.50	10,950.00
<u>Value in Words</u>	<i>Ten Thousand Nine Hundred Fifty Dollars</i>				
700-20-11	Single Post Sign (Less Than 12 SF)	2	AS	650.00	1,300.00
<u>Value in Words</u>	<i>One Thousand Three Hundred Dollars</i>				
700-20-40	Single Post Sign (Relocate)	15	AS	530.00	7,950.00
<u>Value in Words</u>	<i>Seven Thousand Nine Hundred Fifty Dollars</i>				
705-11-1	Tubular Delineators	155	EA	81.50	12,632.50
<u>Value in Words</u>	<i>Twelve Thousand Six Hundred Thirty Two Dollars and Fifty Cent</i>				
706-3	Reflective Pavement Markers	187	EA	4.00	748.00
<u>Value in Words</u>	<i>Seven Hundred Forty Eight Dollars</i>				
711-11-111	Thermoplastic Solid Traffic Stripe (6" White)	1.085	NM	3,600.00	3,906.00
<u>Value in Words</u>	<i>Three Thousand Nine Hundred Six Dollars</i>				
711-11-122	Thermoplastic Solid Traffic Stripe (8" White)	232	LF	1.00	232.00
<u>Value in Words</u>	<i>Two Hundred Thirty Two Dollars</i>				
711-11-123	Thermoplastic Solid Traffic Stripe (12" White)	556	LF	1.50	834.00
<u>Value in Words</u>	<i>Eight Hundred Thirty Four Dollars</i>				
711-11-124	Thermoplastic Solid Traffic Stripe (18" White)	97	LF	2.15	208.55
<u>Value in Words</u>	<i>Two Hundred Eight Dollars and Fifty Five Cent</i>				
711-11-125	Thermoplastic Solid Traffic Stripe (24" White)	180	LF	3.00	540.00
<u>Value in Words</u>	<i>Five Hundred Forty Dollars</i>				
711-11-160	Pavement Message	6	EA	82.00	492.00
<u>Value in Words</u>	<i>Four Hundred Ninety Two Dollars</i>				
711-11-211	Thermoplastic Solid Traffic Stripe (6" Yellow)	0.741	NM	3,600.00	2,667.60
<u>Value in Words</u>	<i>Two Thousand Six Hundred Sixty Seven Dollars and Sixty Cent</i>				
711-11-231	Thermoplastic Skip (10-30) Traffic Stripe (6" Yellow)	0.254	GM	925.00	234.95

<u>Value in Words</u>	Two Hundred Thirty Four Dollars and Ninety Five Cent				
A-1	Allowances	1	LS	\$35,000	\$35,000
<u>Value in Words</u>	Thirty Five Thousand Dollars				

Additive/ Alternative Item*

440-1-60	Underdrain (Seepage Trench)	100	LF	75.00	7,500.00
<u>Value in Words</u>	Seven Thousand Five Hundred Dollars				

*please refer to bid item note #13

* **BASE BID AMOUNT** \$ 720,500.00

BASE BID AMOUNT (IN WORDS) Seven Hundred Twenty Thousand Five Hundred Dollars

* Does not include Additive/ Alternative Item

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Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization and de-mobilization costs, Field Engineering, Construction Layout, Final Certified As-built, and pre-construction video.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all temporary traffic control devices, warning devices, barriers, pedestrian access maintenance, and detours as required. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary paint for roadways and crosswalks shall be maintained throughout the project duration at no additional cost.
3. Bid Item 104-10-3, 104-18 includes the cost furnishing and installing any erosion control materials, and inlet protection systems required during construction per FDOT Standard Index 102.
4. Bid Item 110-1-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement, concrete sidewalk, curbs, drainage structures and pipes, and other facilities necessary to prepare the area for the proposed construction. Also includes the cost of root pruning, tree trimming and relocation/removal of existing trees/plantings and any associated permits as required for the project.
5. Bid Item 120-72 includes the cost of the filter fabric and all required grading and excavation necessary to achieve the final elevation.
6. Bid Item 285-701 and 285-709 includes the cost of excavation and fill necessary to achieve the final elevations depicted in the plans.
7. Bid Items 425-1-201, and 425-4 includes all costs associated with installing inlets, adjusting existing inlets, and all drainage pipe connections per the plans. Furthermore, it includes all the fittings and the cost of pipe necessary for connection of proposed inlet to the existing system.
8. Bid Item 425-5-1, and 425-6 (A) includes cost for raising or lowering valve boxes, manholes ring and covers, or other appurtenances. Cost will include full compensation for all work and materials required. Payment will be based on the unit price stated in the Contractor's Proposal.

Where valve boxes, manholes, or other appurtenances are within the area to receive asphalt concrete pavement restoration, these appurtenances shall be raised, lowered, and leveled as required so their top is level with the finished elevation or the new asphalt layer. Consider any delays or costs experienced from such obstructions as incidental to the paving operation. Protect all covers during asphalt application. When valve boxes, manholes, or other appurtenances are raised, lowered, leveled the asphalt concrete pavement will be saw cut and removed a minimum of one foot from the excavated area. The excavated area will be backfilled with crushed lime rock per division Lap specifications 120 Earthwork.

These items include the cost for the Installation New Sewer/Water Meter Boxes w/Lids; cost shall include labor, equipment and materials, cost shall include lateral and vertical adjustments needed for the sewer clean outs and the water meters.

Sewer cleanout boxes shall be made from 100% homogenous polyethylene material having a minimum wall thickness of .550 inch, a compartment size of 12-inches by 20-inches with a clear opening of 10-inches by 17-inches. Provide knockouts or notches in each end sized to allow placement of a 6-inch PVC pipe inside the box. Vertical crush to exceed 20,000 pounds and sidewall loading to exceed 180 pounds per square inch. A

flange shall encircle the top area for installation in concrete. Cleanout covers shall be cast of ductile conforming to ASTM A-536-84, grade 60-40-18. The meter box covers shall meet or exceed Federal specifications RR-F-621D for a minimum Proof load of 25,000 pounds on 9"x 9" area. All boxes and covers shall be manufactured by Mid-States Plastics, Mount Sterling, KY. Florida Master Distributor: Ferguson Water Works. (561-844-3222) or approved equal.

Water meter boxes shall be Mid- States MS # 15P meter box or equal, covers shall have cast iron reading lid.

9. Bid Item 520-1-10 and 520-2-4 includes excavation and embankment required to achieve the final elevation. Also includes removal and disposal of existing related concrete items outside clearing and grubbing limits, and all labor and materials to complete the work.
10. Bid Item 522-1 and 522-2 includes excavation and embankment required to achieve the elevations indicated in the plans. Also includes removal and disposal of existing related concrete items outside clearing and grubbing limits, and all labor and materials to complete the work. The Contractor is responsible for all site work and construction supervision required to meet ADAAG /ADA specifications when placing concrete. Includes the cost of concrete and reinforcement for thickened edge. Furthermore, includes the cost of the material and labor required for the harmonization at all driveways.
11. Bid Item 570-1-2 includes embankment, excavation, and/or any top soil material required to achieve the elevations indicated in the plans.
12. Bid Item A-1 any portion of this allowance that remains after all authorized payments has been made will be withheld from contract payments and will remain with the OWNER.
13. Bid Item 440-1-60 Underdrain (Seepage Trench) this item is to be used at the discretion of the engineer. Quantities may be increased, decreased or omitted as directed by the Engineer. Refer to Section 02440 for applicable specifications and details.

NOTE: The CONTRACTOR'S unit prices shall include full compensation for all Proposal Items listed above.

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

Drainage work _____

Adjust Manholes / meter Box _____

Earthwork _____

Construction Supervision _____

Sod _____

Demo _____

\$150,000.00 _____

SUBCONTRACTORS

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

Concrete
Portion of Work

Bella Construction
Name

W US Hwy 1 Ste 110 Keywest, FL, 33040
Street City State Zip

Asphalt
Portion of Work

RPM of The Keys
Name

94401 Overseas Hwy, Tavernier, FL, 33070
Street City State Zip

Striping
Portion of Work

True Lines, Inc.
Name

2201 SE Indian St, Stuart, FL, 34997
Street City State Zip

Survey / As Builts
Portion of Work

Charles Tolton & Assoc, Inc.
Name

2887 Tamiami Trail, Naples, FL, 34112
Street City State Zip

SURETY

Hartford Accident + Indemnity whose address is
P.O. Box 3001, Troy, MI, 48007
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Douglas N. Higgins, Inc. doing business at
3390 Travis Pointe Rd-Suite A, Ann Arbor, MI, 48108
Street City State Zip

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

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

Name	Title
<u>Douglas N. Higgins</u>	<u>President</u>
<u>R. Suzanne Hawker</u>	<u>Vice President ^{kw} secretary + Treasurer</u>
<u>William D. Higgins</u>	<u>Vice-President</u>
<u>James H. Sweet</u>	<u>Vice-President</u>
<u>Kelly A. Wilkre</u>	<u>Vice-President</u>

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 20th day of October 2010.

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By Kelly A. Wilkie

Title Vice-President

Attest R. Suzanne Hawker
Secretary

DOUGLAS N. HIGGINS, INC.
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p>Project Name: City County Flow Swap</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 East Tamiami Trail, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Agnoli, Barber and Brundage 7400 Trail Blvd. Naples, Florida 34102 Dominic Amico</p> <p>Contract Date: Final Contract Amount: Completion Date: Project Description: Installation of force main, MOV's and valve vaults to two locations which would allow bypass from Collier County to the City of Naples.</p>	<p>Project Name: Collier County Justice Center</p> <p>Owner - Address - Project Manager - Phone: Collier County Facilities Management Department 3301 East Tamiami Trail Naples, Florida 34112 John Clements</p> <p>Engineer - Address - Phone: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: \$81,950.00 Final Contract Amount: \$141,568.41 Completion Date: August, 2009 Project Description: Construction of grinder pump station (vault), installation of muffin monster (grinder/auger assembly), new sanitary sewer and manholes. Replacement of the existing sanitary sewer with a new 12-inch main and a high water alarm system.</p>
<p>Project Name: Pump Station S-6 Gearbox Replacement</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Gerard Flynn</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Michael Millares</p> <p>Contract Date: December 3, 2009 Final Contract Amount: \$2,191,945.00 Completion Date: May 2010 Project Description: Replacement of three massive gearboxes for three 84" Gas Engine driven Vertical Turbine Pumps.</p>	<p>Project Name: Cove Stormwater Pump Station Imp.</p> <p>Owner - Address - Project Manager - Phone: City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 (239) 213-5000</p> <p>Engineer - Address - Phone: AECOM 4415 Metro Parkway Suite 404 Fort Myers, Florida 33916 (239) 278-7996</p> <p>Contract Date: 2/4/09 Award, 3/16/09 NTP Final Contract Amount: \$2,778,000.00 Completion Date: 2/8/10 (Contract) Project Description: Replacement of large Vertical Turbine Pumps. Installation of a large, below grade and water table, cast in place structure which included gates, an 60" bypass pipe, a trash rake. Project also included significant Electrical & Instrumentation</p>
<p>Project Name: Master Pump Station 305 Rehabilitation</p> <p>Owner - Address - Project Manager Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: August 11, 2008 Final Contract Amount: \$444,000.00 Completion Date: January 16, 2009 Project Description: Fully rehab 2300 GPM Master Pump Station</p>	<p>Project Name: Water Reuse Piping Modifications / Reuse System Upgrade</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p>Engineer: Metcalf and Eddy</p> <p>Contract Date: February 10, 2008 Final Contract Amount: \$649,171.67 Completion Date: November 2008 Project Description: Rehab 500,000 Gallon Tank and convert potable water facility to reuse storage facility</p>

DOUGLAS N. HIGGINS, INC.
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p><u>Project Name:</u> CAT Operations & Administration Center Pump Station and Force Main Connection</p> <p><u>Owner - Address - Project Manager:</u> Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p><u>Engineer:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p><u>Contract Date:</u> February 14, 2008 <u>Final Contract Amount:</u> \$133,673.04 <u>Completion Date:</u> May 1, 2008</p> <p><u>Project Description:</u> Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p>	<p><u>Project Name:</u> San Marco Master Lift Station</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p><u>Engineer - Address - Phone:</u></p> <p><u>Contract Date:</u> January 2, 2008 <u>Final Contract Amount:</u> \$833,615.61 <u>Completion Date:</u></p> <p><u>Project Description:</u> Construct new 800 GPM Master Lift Station</p>
<p><u>Project Name:</u> Irrigation Quality Water Project</p> <p><u>Owner - Address - Project Manager:</u> Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p><u>Engineer - Address - Phone:</u> Anchor Engineering</p> <p><u>Contract Date:</u> March 14, 2007 <u>Final Contract Amount:</u> \$1,213,474.52 <u>Completion Date:</u> January 15, 2008</p> <p><u>Project Description:</u> Irrigation improvements at Collier County Government Complex. Work was coordinated with an operating complex and interruptions were minimized or eliminated.</p>	<p><u>Project Name:</u> Golden Gate WWTP and Injection Pump Station</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><u>Engineer - Address - Phone:</u> Arcadis 4307 Vineland Road Suite H-20 Orlando, Florida 32811 407-236-5700</p> <p><u>Contract Date:</u> <u>Final Contract Amount:</u> <u>Completion Date:</u></p> <p><u>Project Description:</u> Expansion of Golden Gate WWTP which included the construction of a new digester, chlorine contact tank and injection well pump station, modification of clarifiers #1 and #2, installation of surge and annular pressure tanks and appurtenances.</p>
<p><u>Project Name:</u> Treeline Master Pump Station</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p><u>Engineer - Address - Phone:</u> Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaude (239) 334-0046</p> <p><u>Contract Date:</u> July 1, 2008 <u>Final Contract Amount:</u> \$1,043,805.00 - Not Final <u>Completion Date:</u> February, 2009</p> <p><u>Project Description:</u> Installation of a master pump station located along Treeline Avenue. The project entailed a jack and bore under Treeline Avenue to connect to the existing force main and construction of a 20 foot deep master pump station. A 400 KW generator and odor control unit were also installed.</p>	<p><u>Project Name:</u> PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p><u>Owner - Address - Project Manager - Phone:</u> South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p><u>Engineer - Address - Phone:</u> South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p><u>Contract Date:</u> April 10, 2008 <u>Final Contract Amount:</u> \$3,947,723.00 <u>Completion Date:</u> July 2010</p> <p><u>Project Description:</u> Completely recondition the main 42" vertical turbine pumps, five at S-127 and five at S-133. Install new electrical and instrumentation.</p>

DOUGLAS N. HIGGINS, INC.
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p>Project Name: Gateway Triangle Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34 239-252-8192 Shane Cox</p> <p>Engineer - Address: HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p>Contract Date: November 5, 2007 Final Contract Amount: \$1,021,336.78 Completion Date: July 28, 2008</p> <p>Project Description: Stormwater improvements to existing area - excavation of approximately 34,000 Cy of dirt and grading to form three continuous ponds. Installation of box culverts, sheet piling, concrete ditch pavement and storm drainage structures.</p>	<p>Project Name: Marco Island North Barfield & North Marco Sanitary Sewer District</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Boyle Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p>Contract Date: March 1, 2007</p> <p>Final Contract Amount: North Marco \$4,644,806.99 North Barfield \$7,270,729.37</p> <p>Completion Date: North Marco May 11, 2008 North Barfield March 24, 2008</p> <p>Project Description: New wastewater collection system installed to replace existing septic tanks. Work included gravity sewer, forcemain, transmission main, pump stations, road restoration, etc.</p>
<p>Project Name: NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Dueri</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p>Contract Date: September 17, 2007 Final Contract Amount: \$336,412.49 Completion Date: June 17, 2008</p> <p>Project Description: Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p>	<p>Project Name: Rehabilitation of Master Pump Station 316</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: November 16, 2007 Final Contract Amount: \$765,823.34 Completion Date: June 3, 2008</p> <p>Project Description: Full rehab 800 GPM Master Pump Station</p>
<p>Project Name: Rehabilitation of Master Pump Station 318</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: October 9, 2007 Final Contract Amount: \$789,070.59 Completion Date: June 10, 2008</p> <p>Project Description: Fully rehab 3000 GPM Master Pump Station</p>	<p>Project Name: NCRWTP Chemical Labatory Ventilation Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p>Engineer - Address - Phone: TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p>Contract Date: March 13, 2007 Final Contract Amount: \$749,367.67 Completion Date: November 30, 2008</p> <p>Project Description: Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p>

DOUGLAS N. HIGGINS, INC.
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p><u>Project Name:</u> Tigertail Sewer District Wastewater Collection System Expansion</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><u>Engineer - Address - Phone:</u> Boyle Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><u>Contract Date:</u> March 7, 2006 <u>Final Contract Amount:</u> \$2,920,703.33 <u>Completion Date:</u> December 21, 2006 <u>Project Description:</u> New wastewater collection system including gravity sewer, forcemain, transmission mains, laterals, pump stations, and complete road restoration</p>	<p><u>Project Name:</u> Pads for MBR and Equipment</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><u>Engineer - Address - Phone:</u> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><u>Contract Date:</u> March 13, 2006 <u>Final Contract Amount:</u> \$183,000.00 <u>Completion Date:</u> May 13, 2006 <u>Project Description:</u> Four structural concrete slabs.</p>
<p><u>Project Name:</u> Rosemary Park Paving & Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$831,805.33 <u>Completion Date:</u> November 1, 2006 <u>Project Description:</u> Drainage Improvements with RCP pipe and concrete structures.</p>	<p><u>Project Name:</u> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><u>Engineer - Address:</u> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><u>Contract Date:</u> May 2, 2006 <u>Final Contract Amount:</u> \$193,287.00 <u>Completion Date:</u> July 19, 2006 <u>Project Description:</u> Drainage improvements with RCP and concrete structures.</p>
<p><u>Project Name:</u> Dortch Ave. Drainage & Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> March 15, 2006 <u>Final Contract Amount:</u> \$316,400.50 <u>Completion Date:</u> August 1, 2006 <u>Project Description:</u> Drainage improvements with RCP pipe and concrete structures.</p>	<p><u>Project Name:</u> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><u>Engineer - Address - Phone:</u> Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Huriburt 407-659-5550</p> <p><u>Contract Date:</u> June 15, 2006 <u>Final Contract Amount:</u> \$2,884,382.00 <u>Completion Date:</u> April 2007 <u>Project Description:</u> New 8" and 12" watermain including both open cut and directional drilling. Work was performed along a busy thoroughfare.</p>

DOUGLAS N. HIGGINS, INC.
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p>Project Name: Pump Station 109 and 113 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$ 1,229,561.25 Completion Date: September 29, 2006 Project Description: New Pump Station & Complete Pump Station Rehab. Work included bypass pumping, structural concrete, precast concrete, electrical/instrumentation, and mechanical.</p>	<p>Project Name: Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p>Engineer - Address - Phone: CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p>Contract Date: May 23, 2006 Final Contract Amount: \$9,787,283.47 Completion Date: January 17, 2007 Project Description: Included in similar project section</p>
<p>Project Name: Appurtenances For Wells RO 101N and 102N</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz</p> <p>Contract Date: May 24, 2005 Final Contract Amount: \$597,000.00 Completion Date: January 27, 2006 Project Description: Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation</p>	<p>Project Name: Construction of Wells 35 & 36</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Howard Brogdon</p> <p>Engineer - Address - Phone: Camp Dresser & McKee, Inc. 9311 College Parkway, Suite 1 Fort Myers, Florida 33919 Adam Sobolewski 239-432-9494</p> <p>Contract Date: August 16, 2005 Final Contract Amount: \$998,980.97 Completion Date: January 30, 2006 Project Description: Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation</p>
<p>Project Name: 12th Avenue Interconnect Booster PS</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen and Sawyer 1905 South 25th Street, Suite 103 Fort Pierce, Florida 34947 Albert Muniz</p> <p>Contract Date: August 8, 2005 Final Contract Amount: \$1,083,000.00 Completion Date: October 31, 2006 Project Description: New Wellfied Booster Pump Station including structural concrete, a precast building, mechanical piping, major electrical and instrumentation.</p>	<p>Project Name: NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Guliani</p> <p>Engineer - Address - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Guliani</p> <p>Contract Date: March 1, 2005 Final Contract Amount: \$354,817.00 Completion Date: September 14, 2005 Project Description: Clean out existing filter beds, paint, and install new filter sand.</p>

DOUGLAS N. HIGGINS, INC.
EXPERIENCE - PAST EIGHT YEARS - GROUP 1

<p>Project Name: SCWRF Rehabilitation Piping Odor Control Modifications</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Vaughn Williams</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 E. Joseph Goetz, Jr. 239-254-2000</p> <p>Contract Date: November 21, 2005 Final Contract Amount: \$217,900.00 Completion Date: July 12, 2006 Project Description: Modifications to the existing Odor Control System</p>	<p>Project Name: Michigan Street Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: January 10, 2005 Final Contract Amount: \$243,610.00 Completion Date: September 1, 2005 Project Description: Drainage improvements with RCP pipe and concrete structures.</p>
<p>Project Name: Richview Court Drainage Maintenance</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p>Engineer - Address - Phone: City of Bonita Springs Public Works Department</p> <p>Contract Date: December 27, 2005 Final Contract Amount: \$29,333.50 Completion Date: January 30, 2006 Project Description: Drainage improvements with RCP pipe and concrete structures.</p>	<p>Project Name: I-75 and Alico Road Interchange Reconst.</p> <p>Owner - Address - Project Manager - Phone: Florida Department of Transportation Tallahassee, Florida</p> <p>Engineer - Address - Phone: Contractor: Kiewit Southern 450 Dividend Drive Peachtree City, Georgia Engineer: Thomas Boyle 239-432-2732 16999 James Whitehead Road Fort Myers, Florida 33912</p> <p>Contract Date: October 5, 2005 Final Contract Amount: \$1,288,742.63 Completion Date: June 2007 Project Description: Installed 12,000 LF of 36" Ductile Iron Pipe including jack & bores, and all testing. Work was performed as a subcontractor.</p>
<p>Project Name: Culvert Replacement in the River Oaks, Palm River Subdivision</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Margaret Bishop</p> <p>Engineer - Address - Phone: Collier County Stormwater Management</p> <p>Contract Date: April 4, 2005 Final Contract Amount: \$576,642.50 Completion Date: July 8, 2005 Project Description: Drainage improvements with RCP pipe and concrete structures.</p>	<p>Project Name: Twin Lakes Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Gianfranco Nicolaci</p> <p>Engineer - Address - Phone: Agnoli Barber & Brundage, Inc. 7400 Tamiami Trail North, Suite 200 Naples, Florida 34108 Roger Sandrus</p> <p>Contract Date: September 12, 2005 Final Contract Amount: \$750,120.76 Completion Date: March 1, 2006 Project Description: Drainage improvements with RCP pipe and concrete structures.</p>



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

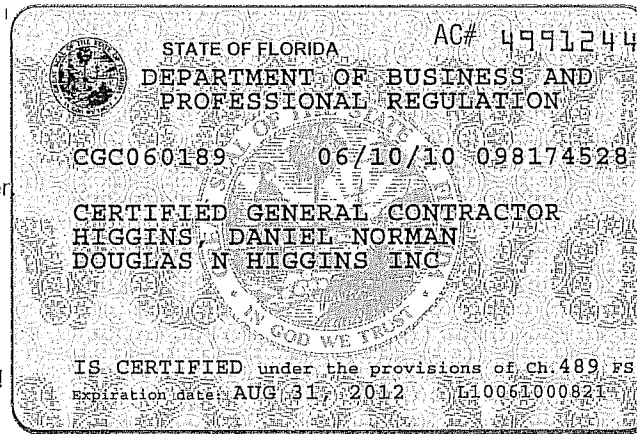
(850) 487-1395

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANN ARBOR MI 48108

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

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DETACH HERE

AC# 4991244

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000821

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/10/2010, 098174528, CGC060189

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

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANN ARBOR MI 48108

CHARLIE CRIST GOVERNOR

CHARLIE LIEM INTERIM SECRETARY



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

August 13, 2010

DOUGLAS N. HIGGINS, INC.
3390 TRAVIS POINTE ROAD
ANN ARBOR MI 48108

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 9/30/2011. However, the new application is due 7/31/2011.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$550,550,000.00

FDOT APPROVED WORK CLASSES:
DRAINAGE, GRADING

FDOT APPROVED SPECIALITY CLASSES OF WORK:
UNDERGROUND UTILITIES, WATER MAINS, SANITARY LINES, FORCE MAINS, SEWER LINES, PUMP STATIONS.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager
Contracts Administration Office

JM:cj



SURETY CAPACITY ELIGIBILITY DETERMINATION*

FIRM NAME

Douglas N. Higgins, Inc.

DATE

8/10/10

CURRENT RATIO FACTOR

2.00

Less than 1.00 - Not Eligible for Increased Bidding Capacity
1.00 or Greater - Eligible

ABILITY SCORE

82

Less than 80 - Not Eligible for Increased Bidding Capacity.
80 - 90 - See Table for Surety Multiplier.
Greater than 90 - Amount Shown on Surety Letter.

TABLE

ABILITY SCORE (A.S.)	SURETY MULTIPLIER (S.M.)	(SURETY MULTIPLIER X MAXIMUM CAPACITY RATING X CONSTRUCTION REVENUES/TOTAL REVENUES) (S.M.)	(CRV/TRV)
80	3.0		1.00
81	3.4		
82	3.8		
83	4.2		
84	4.6		
85	5.0		
86	5.6		
87	6.2		
88	6.8		
89	7.4		
90	8.0		
>90			

3.8 X \$550,550,000.00

EQUALS SURETY CAPACITY ELIGIBILITY

\$2,092,090,000.00

>90 No limit to eligibility for surety backed Bid Capacity

* Please see Rule 14-22 for information regarding surety calculations.

Douglas N. Higgins, Inc.
 Schedule of Earned Income on
 Uncompleted Contracts
 March 31, 2010

Contract Name	Contract Amount	Estimated Costs	Estimated Profit	Cost to Date	Percent Complete	Profit to Date	Earned to Date	Billed to Date	Billings in Excess of Costs and Estimated Earnings	Costs and Estimated Earnings in Excess of Billings
Pump Stations	\$3,947,723.00	\$3,747,723.00	\$200,000.00	\$2,792,166.00	74.50%	\$149,006.00	\$2,941,172.00	\$2,890,102.00	\$0.00	\$51,070.00
Master P.S. 3.0	2,023,349.00	1,823,349.00	200,000.00	1,800,648.00	98.80%	197,509.97	1,998,157.97	1,977,599.00	0.00	20,558.97
Lakeside Ranch	6,788,000.00	6,488,000.00	300,000.00	43,762.00	0.01%	2,023.52	45,785.52	130,000.00	84,214.48	0.00
Master P.S. #1C	153,500.00	138,500.00	15,000.00	36,374.00	26.30%	3,939.42	40,313.42	49,401.00	9,087.58	0.00
Dexter Water S.	1,759,767.00	1,559,767.00	200,000.00	204,864.00	13.10%	26,268.54	231,132.54	313,134.00	82,001.46	0.00
Marco Island Lili	1,710,748.00	1,510,748.00	200,000.00	1,368,131.00	90.60%	181,119.68	1,549,250.68	1,576,054.00	26,803.32	0.00
United St Storm	739,400.00	699,400.00	40,000.00	241,066.00	34.50%	13,787.02	254,853.02	371,865.00	117,011.98	0.00
S-6 Gearbox Re	2,191,945.00	2,091,945.00	100,000.00	1,538,169.00	73.50%	73,528.18	1,611,697.18	2,140,910.00	529,212.82	0.00
Port of the Islan	\$188,900.00	\$168,900.00	\$20,000.00	\$65,189.00	38.60%	7,719.24	72,908.24	25,010.00	0.00	47,898.24
Key West Navy	147,900.00	137,900.00	10,000.00	65,347.00	47.40%	4,738.72	70,085.72	82,700.00	12,614.28	0.00
TOTALS	\$19,651,232.00	\$18,366,232.00	\$1,285,000.00	\$8,155,716.00		\$659,640.29	\$8,815,356.29	\$9,556,775.00	\$860,945.92	\$119,527.21

Douglas N. Higgins, Inc.
 Schedule of Completed Contracts
 March 31, 2010

Contract Name	Contract Amount	Contract Sales	MATL	LABOR	SUBS	RENTALS	GAS & OIL	TAXES FRINGES	TOTAL COST	GAIN/ (LOSS)
Marco Island Sewer Dist	\$11,915,536.58	\$11,915,536.58	\$2,122,379.76	\$1,600,924.22	\$3,313,862.57	\$716,363.78	\$349,376.09	\$720,413.90	\$8,823,322.32	\$3,092,214.26
Kissimmee Field Station	10,649,059.00	10,649,059.00	1,007,089.53	340,295.25	8,242,555.64	406,552.91	95,082.45	153,132.86	10,244,708.64	404,350.36
Collier-Sand Separators	1,620,514.00	1,620,514.00	1,173,593.87	51,363.64	103,838.89	8,432.63	0.00	23,113.64	1,360,342.67	260,171.33
MDOT Railroad	213,985.62	213,985.62	38,897.59	18,760.93	58,979.15	3,972.15	2,413.93	9,380.47	132,404.22	81,581.41
City of Ann Arbor-Gleach	468,679.34	468,679.34	143,575.62	93,055.74	84,421.52	4,607.00	11,374.10	46,527.87	383,561.85	85,117.49
Sakstrup Towing	273,098.00	273,098.00	95,461.46	41,482.64	33,883.76	0.00	12,380.21	20,741.32	203,949.39	69,148.61
Washienaw Water Main	1,071,088.23	1,071,088.23	257,027.57	120,259.25	377,995.56	24,229.02	22,488.23	60,129.63	862,139.28	208,948.98
Key West Transfer Station	8,010,630.00	8,010,630.00	1,031,164.12	490,185.42	5,696,519.29	234,102.58	41,005.10	220,583.44	7,713,559.95	297,070.05
Golden Gate WWTP	2,619,908.00	2,619,908.00	1,074,641.38	323,800.74	838,534.60	26,133.95	39,462.42	145,710.33	2,448,283.42	171,624.58
Cove Stormwater P.S.	2,798,870.00	2,798,870.00	1,591,173.33	312,421.20	684,013.22	85,545.87	51,576.89	140,589.54	2,865,320.05	(66,450.05)
Miscellaneous Contracts	1,303,228.78	1,303,228.78	387,180.72	230,394.37	323,399.79	30,695.96	3,387.68	81,204.33	1,056,262.85	246,965.93
TOTAL COMPLETED	40,944,597.55	40,944,597.55	8,922,184.95	3,622,943.40	19,758,003.99	1,540,635.85	628,557.10	1,521,529.33	36,093,854.62	4,850,742.95
COMP. & UNCOMP.	\$60,595,829.55	\$49,759,953.00	\$8,922,184.95	\$3,622,943.40	\$22,703,297.79	\$1,840,900.35	\$751,189.09	\$2,059,887.63	\$45,448,313.37	\$4,311,639.63
LESS PRIOR YEAR		33,032,298.00	6,146,101.40	2,658,694.74	17,580,738.47	1,007,259.48	528,270.46	1,196,412.63	29,956,371.55	3,075,926.45
BAL PER INC. STMT.		16,727,655.00	6,583,169.90	1,640,051.35	5,122,559.32	833,640.87	222,898.63	863,455.00	15,491,941.82	1,235,713.18

**2010 / 2011
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, JAMES SWEET QUALIFIER

Mailing Address: 3390 TRAVIS POINTE RD
Ste A
ANN ARBOR, MI 48108

Business Location: MO CTY
KEY WEST, FL 33040

Business Phone: 305-294-3355
Business Type: CONTRACTORS
(UNDERGROUND UTILITY)

Rooms Seats Employees Machines Stalls

5

STATE LICENSE: CUC057447 EXP 8-31-8

Number of Machines : For Vending Business Only
Vending Type : M

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
\$20.00		\$20.00		\$0.00		\$20.00

PAID-118-09-00004891 07/13/2010 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST
MEET ALL COUNTY AND/OR
MUNICIPALITY PLANNING AND
ZONING REQUIREMENTS.

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name DOUGLAS N. HIGGINS (CGC) CtINbr:0018021
Location Addr 3390 TRAVIS POINTE STE A RD
Lic NBR/Class 11-00022114 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 13, 2010 Expiration Date: September 30, 2011
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

DOUGLAS N. HIGGINS (CGC)
3390 TRAVIS POINTE STE A RD
ANN ARBOR MI 48108

DATE: 7/13/10
TIME: 11:30:21
LIC: 11-00022114
CLASS: CONTRACTOR - CERT GENERAL CONTRACTOR
ISSUE DATE: JULY 13, 2010
EXPIRATION DATE: SEPTEMBER 30, 2011
LICENSE FEE: \$309.75
ADD. CHARGES: \$0.00
PENALTY: \$0.00
TOTAL: \$309.75

ATTACHMENT: I

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

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

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: Oct. 20, 2010

I, Kelly A. Wilkie, hereby
declare that I am Vice-President ^(NAME) of Douglas N. Higgins, Inc.
Of Ann Arbor MI 48108 ^(TITLE) ^(FIRM)
_(CITY AND STATE)

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

I further declare that:

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

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

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

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

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

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

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

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(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: DOUGLAS N. HIGGINS, INC. (Seal)

BY: Kelly A. Wilkie
NAME AND TITLE PRINTED

WITNESS: R. J. Hawke

BY: Kelly A. Wilkie
SIGNATURE

WITNESS: [Signature]

Executed on this 20th day of October, 2010

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Douglas N. Higgins, Inc.

hereinafter called the PRINCIPAL, and Hartford Accident and Indemnity Company

a corporation duly organized under the laws of the State of CT

having its principal place of business at 690 Asylum Avenue, Hartford, CT 06115

_____ in the State of CT

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

hereinafter called the OBLIGEE, in the sum of five percent of attached bid

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for GN - 0710, ATLANTIC BOULEVARD ENHANCEMENTS (WHITE ST. TO BERTHA ST.), 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:

GR - 0710, ATLANTIC BOULEVARD ENHANCEMENTS (WHITE ST. TO BERTHA ST.), Key West, Florida.

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 20th day of October, 2010.

PRINCIPAL Douglas N. Higgins, Inc.

By Kelly A. Wilkie
Kelly A. Wilkie Vice-President

SURETY Hartford Accident and Indemnity Company

By Heather M. Johnson
Attorney-In-Fact Heather M. Johnson

Dale A. DeLo

* * * * *

Dale A. DeLo
Fl. Resident Agent
Seftin & Co. 2001 NW 37th Ave.
Miami, Fl. 33172 305 591 3090

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 35-350851

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Dan Hines, Heather M. Johnson, Judy K. Macklem, Carol J. Youngs
of
Ann Arbor, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 20, 2010.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

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 Atlantic Boulevard
Enhancements - White Street to Bertha Street
2. This sworn statement is submitted by Douglas N. Higgins, Inc.
(name of entity submitting sworn statement)
whose business address is 3390 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108
and (if applicable) its Federal Employer Identification Number (FEIN) is 38-1807765

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is Kelly A. Wilkie
(please print name of individual signing)
and my relationship to the entity named above is Vice-President

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

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Kelly A. Wilkie
(signature)
October 20, 2010
(date)

STATE OF Michigan
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kelly A. Wilkie who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 20th day of October, 2010.

My commission expires:

R. SUZANNE HAWKER
Notary Public, Washtenaw County, MI
My Commission Expires Mar 7, 2011

R. Suzanne Hawker
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: Douglas N. Higgins, Inc. SEAL:
3390 Travis Pointe Rd. Suite A
Address Ann Arbor MI 48108
Kelly A. Wilkie
Signature
Kelly A. Wilkie
Print Name
Vice - President
Title
DATE: October 20, 2010

PROHIBITED INTERESTS FORM AND NOTICE

I Kelly Wilkie Vice-President certify that neither Douglas N. Higgins, Inc.
(Printed Name) (Title) (Company Name)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

Kellya Wilkie
Signature

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST

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

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

Prime Contractor/Consultant: Douglas N. Higgins, Inc
 Address/Telephone Number: 1213 Glynn Arthur Dr # 281 KeyWest FL 33040
 Bid/Proposal Number: Atlantic Blvd Enhancements Proj# GN-0710 LAP# 421380-1
 Quote Submitted MM/YR: 10-20-10

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

- | | | |
|---|--|---|
| 1. Federal Tax ID Number: <u>27-0952862</u> | 6. <input type="checkbox"/> DBE | 8. Annual Gross Receipts |
| 2. Firm Name: <u>Bella Construction</u> | <input checked="" type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million |
| 3. Phone: <u>305-292-9880</u> | | <input checked="" type="checkbox"/> Between \$1 - \$5 million |
| 4. Address: <u>11105 Hwy 1 Suite 110</u>
<u>Key West, FL 33040</u> | 7. <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$5 - \$10 million |
| | <input type="checkbox"/> Subconsultant | <input type="checkbox"/> Between \$10 - \$15 million |
| 5. Year Firm Established: <u>2009</u> | | <input type="checkbox"/> More than \$15 million |

- | | | |
|---|--|---|
| 1. Federal Tax ID Number: <u>27-0952862</u> | 6. <input type="checkbox"/> DBE | 8. Annual Gross Receipts |
| 2. Firm Name: <u>RPM of The Keys LLC</u> | <input checked="" type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million |
| 3. Phone: <u>305-853-1189</u> | | <input checked="" type="checkbox"/> Between \$1 - \$5 million |
| 4. Address: <u>94401 Overseas Hwy Ste 204</u>
<u>Tavernier, FL 33070</u> | 7. <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$5 - \$10 million |
| | <input type="checkbox"/> Subconsultant | <input type="checkbox"/> Between \$10 - \$15 million |
| 5. Year Firm Established: <u>2008</u> | | <input type="checkbox"/> More than \$15 million |

- | | | |
|---|--|---|
| 1. Federal Tax ID Number: <u>20-3170521</u> | 6. <input type="checkbox"/> DBE | 8. Annual Gross Receipts |
| 2. Firm Name: <u>Grader Mike</u> | <input checked="" type="checkbox"/> Non-DBE | <input type="checkbox"/> Less than \$1 million |
| 3. Phone: <u>305-297-3051</u> | | <input checked="" type="checkbox"/> Between \$1 - \$5 million |
| 4. Address: <u>2 Bay Dr.</u>
<u>Key West, FL 33040</u> | 7. <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$5 - \$10 million |
| | <input type="checkbox"/> Subconsultant | <input type="checkbox"/> Between \$10 - \$15 million |
| 5. Year Firm Established: <u>2005</u> | | <input type="checkbox"/> More than \$15 million |

Not Applicable

**ATTACHMENT H:
DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Proposal filled in, using black ink. [✓]
3. Total and unit prices added correctly. [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Proposal. [✓]
6. Experience record included. [✓]
7. Proposal signed by authorized officer. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder shall demonstrate possession of required licenses and certificates to bid the job. [✓]
11. Proposal submitted intact with the volume entitles "proposal" and Contract Forms, ~~4 copies and 12 CD Roms.~~
2 copies 2 CD Roms [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]
13. Bidder submitted FDOT pre-certification paperwork [✓]
14. Bidder signed and submitted the suspension and debarment certification [✓]
15. Bidder signed and submitted non-collusion declaration and compliance with 49CFR29 form. [✓]
16. Bidder signed and submitted the Prohibited Interests Form [✓]
17. Remainder of Required Forms [✓]

STATEMENT OF NO PROPOSAL

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

TO: GN 0710 ATLANTIC BOULEVARD ENHANCEMENTS (WHITE ST. TO BERTHA ST.),
Office of the City Clerk
City of Key West P.O. Box 1409
Key West, FL. 33041-1409

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

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

REMARKS: _____

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

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

PART 2
CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2010,
by and between the City of Key West, hereinafter called the "Owner", and _____

_____ hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ATLANTIC BOULEVARD ENHANCEMENTS (WHITE STREET TO BERTHA STREET) GN 0710, Key West, Florida to the extent of the Proposal made by the Contractor, dated the day of _____ 2010, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the PROPOSAL, the CONTRACT FORMS, PERFORMANCE and PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified in the Contract and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the Proposal, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued..

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2007) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1,423
\$2,500,000 but less than \$5,000,000	\$2,121
\$5,000,000 but less than \$10,000,000	\$3,057

It is agreed the Contract, Base of the Proposal, shall be fully complete within one hundred consecutive calendar days as stated in the notice to proceed.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ day of _____, A.D., 2010.

CITY OF KEY WEST

By _____

Title _____

CONTRACTOR

By _____

Title _____

* * * *

PERFORMANCE BOND

BOND NO.
AMOUNT: \$

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05,

with offices at _____
hereinafter called the CONTRACTOR (Principal), and

with offices at _____
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 **CITY OF KEY WEST**, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent

infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

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 cities web site.

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

OCCUPATIONAL LICENSE APPLICATION

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: _____

Business Name: _____

Business Location: _____

Business Owner: _____

State Licensed Qualifier (if applicable): _____

Mailing Address: _____

EIN / SS # _____ Phone # _____

Applicant name (printed) Applicant signature Date

State of Florida
County of Monroe
The foregoing instrument was acknowledged before me this ____ day of ____, 20 __, by _____.

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

LICENSING DIVISION

P.O. Box 1409, Key West, FL 33041
305.809.3955 305.809.3978 (FAX)

*REQUIREMENTS FOR STATE CERTIFIED CONTRACTOR REGISTERING TO
WORK IN KEY WEST LESS THAN 30 DAYS PER FISCAL YEAR*

1. NEED STATE OF FLORIDA CERTIFIED CONTRACTOR LICENSE.
2. OCCUPATIONAL LICENSE FROM BASE LOCATION.
3. LIABILITY INSURANCE AND WORKER'S COMPENSATION (WITH THE CITY OF KEY WEST CERTIFICATE HOLDERS) SET AT STATE STUTUTE REQUIREMENTS.
4. FEDERAL I.D. NUMBER /SOCIAL SERCURITY (IF NOT INCORPORATED).
5. LETTER OF INTENT STATING THE FOLLOWING:

BUSINESS NAME

JOB SITE

DAYS INTENDING ON WORKING IN THE CITY

PLEASE FAX DOCUMENTS TO THE TELEPHONE NUMBER LISTED BELOW, OR MAIL TO CAROLYN WALKER / KIM PITA, CITY OF KEY WEST LICENSE DIVISION, P.O. BOX 1409, KEY WEST, FLORIDA 33041.

MISCELLANEOUS FORMS

CERTIFICATE OF SUBSTANTIAL COMPLETION

ATLANTIC BOULEVARD ENHANCEMENTS (WHITE ST. TO BERTHA ST.)

DATE OF ISSUANCE _____

OWNER City of Key West

OWNER'S CONTRACT NO. GN 0710

CONTRACTOR _____ ENGINEER City of Key West

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO: _____

OWNER

And To _____

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AND ENGINEER and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does no alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

CERTIFICATE OF FINAL COMPLETION

Project :.....**Project #:**.....

Date of Issuance:.....

Owner:.....

Contractor:.....**Engineer:**.....

This Certificate of Completion applies to all Work under the Contract Documents.

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER and ENGINEER, and that Work is hereby declared to be complete in accordance with the Contract Documents (including as-builts, Work Change Directives and Field orders) on

.....
DATE OF COMPLETION

Executed by ENGINEER on, 20.....

.....
ENGINEER

By:.....
(Authorized Signature)

CONTRACTOR accepts this Certificate of Completion on....., 20.....

.....
CONTRACTOR

By:.....

OWNER accepts this Certificate of Completion on....., 20.....

.....
OWNER

By:.....
(Authorized Signature)

NOTICE TO PROCEED

Date: _____

Project No: GN 0710

Contractor: _____

Address: _____

PROJECT: **Atlantic Boulevard Enhancements (White St. to Bertha St.)**

You are hereby notified to commence work on _____, 20____ in accordance with the Contract made with the City of Key West on the _____ day of _____, 20____. The amount of time to complete the work is one hundred consecutive calendar days, the project should be fully completed on or before _____.

Sincerely,

Project Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the _____ day of _____, 20____.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

Please return one (1) copy of this notice to:

Project Manager
P.O. Box 1409
Key West, Florida 33041

CITY OF KEY WEST

Construction Compliance Certification with Specifications and Plans

Project Number

Date

PO Number

Monthly

Final

Atlantic Boulevard Enhancements (White St. to Bertha St.)

Prime Contractor for the above referenced contract hereby verifies based on personnel knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and test results are in substantial compliance with the pertinent specification requirements for this project. The represents work completed between _____ and _____. Exceptions are listed

below.

(add addition sheets as required)

Item No.

Exception:

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and /or entity making the false statement to any civil and criminal penalties available pursuant to applicable State and Federal Law.

Contractor: _____ date: _____

State of Florida

County of:

Sworn to and subscribed before me this _____ day

of _____

By _____

(print name of person signing certification)

Notary Public

Instructions for Form:

The contractor must provide enough information through a Schedule "A" spreadsheet to determine which pay-item(s) are being sublet, the amounts, and cost. For sublet calculations, the amount will be calculated based on the actual contract unit price(s) unless there is a partial sublet. For partial sublets, use the unit prices from the actual sub-contract.

- 1) Enter the Date of the certification of sublet work was prepared.
- 2) Enter the sequential number of the request starting with number 1.
- 3) Enter the Federal Aid Project number for the Prime Contractor if any.
- 4) Enter the Financial Project Identification number of the Contract.
- 5) Enter the Contract number of the Contract with the Department.
- 6) Enter the County name where the work is being performed.
- 7) Enter the Name of the Prime Contractor.
- 8) Enter the FEID number of the Prime Contractor.
- 9) Enter the Original Contract dollar amount (round to nearest whole dollar).
- 10) Enter a "Y" in the space marked Change if any information on the line has changed since the previous certification of sublet work was prepared. Otherwise, leave blank.
- 11) Enter the Subcontractor names. Enter all the subcontractor(s) regardless of their tier.
- 12) Enter the tier number for the subcontractor. If the subcontractor works directly for the Prime Contractor, enter a "1". If he works one level below, enter a "2" and so on.
- 13) Enter the FEID number of the Subcontractor(s).
- 14) Enter the name of the pertinent Contractor or Subcontractor that hired subcontractor.
- 15) Enter a short description of the work to be performed.
- 16) Enter a "P" if any pay-item for the sublet is a partial sublet.
- 17) Enter the DBE status for the subcontractor: "D" for DBE, "N" for non-DBE.
- 18) The Department may require subcontractor to be prequalified with the Department as described in the Special Provisions and the Bid Solicitation Notice whenever construction projects contain certain classes of work that require specific expertise.
- 19) One (1) copy of this form shall be submitted to the District Office by the contractor.
- 20) To be signed by principal of the firm or someone with the delegated authority and notarized.

CERTIFICATE OF FINAL PAYMENT

Date: _____

Page: 1 of 2

Payment Application No. _____

Period From: _____ to _____

Project: Atlantic Boulevard Enhancements
Project No. GN 0710

Contractor: _____

I Hereby Acknowledge that this contract has been completed in substantial compliance with the items of the agreement, Specifications and Plans, as-builts, work change directives and field orders. I, therefore, request acceptance of the work and processing of this final estimate as showing the total amount of money due in compliance with the terms of the Contract.

I _____ certify to the Owner that the Contractor met the requirements of the American Recovery and Reinvestment act 2009 (FDOT 7-1.1.1)

Contractor: _____

Address: _____

With the acceptance of this final payment, we, the Contractor, release the owner and the Engineer and their agents, from all claims and liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

Signature

Date

Title

Sworn and subscribed before me this _____ day of _____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Page left blank

PART 3
CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1. AS APPROVED

The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer for conformance with the Contract Document".

2. AS SHOWN, AND AS INDICATED

The words "as shown" and "as Indicated" shall be understood to be followed by the words "on the Drawings".

3. BIDDER

The person or persons, partnership, firm, or corporation submitting a Proposal for the work contemplated.

4. CONTRACT DOCUMENTS

The "Contract Documents" consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, Specifications, Drawings, all modifications thereof incorporated into the Documents before their execution, Change Orders, and all other requirements incorporated by specific reference thereto. These form the Contract.

5. CONTRACTOR

The person or persons, partnership, firm, or corporation who enters into the Contract awarded him by the Owner.

6. CONTRACT COMPLETION

The "Contract Completion" is the date the Owner accepts the entire work as being in compliance with the Contract Documents, or formally waives nonconforming work to extent of nonconformity, and issues the final payment in accordance with the requirements set forth in Article, "Final Payment" of these General Conditions.

7. DAYS

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which shows the location, character, dimensions, and details of the work to be performed. Drawings may either be bound in the same book as the balance of the Contract Documents, or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term "Engineer" means Engineer or his authorized representative.

10. NOTICE

The term "notice" or the requirement to notify, as used in the Contract Documents or applicable state or federal statutes, shall signify a written communication delivered in person or by registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended. Certified or registered mail shall be addressed to the last business address known to him who gives the notice.

11. OR EQUAL

The term "or equal" shall be understood to indicate that the "equal" product is equivalent to or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer. Such equal products shall not be purchased or installed by the Contractor without written authorization.

12. OWNER

The person, organization, or public body identified as such in the Contract Documents.

13. PLANS (See Drawings)

14. SPECIFICATIONS

The term "Specifications" refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto. Where standard specifications, such as those of FDOT, ASTM, AASHTO, etc., have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents. If referenced specifications conflict with specifications contained herein, the requirements contained herein shall prevail.

15. NOTICE TO PROCEED

A written notice given by the Owner to the Contractor (with a copy to the Engineer) fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents. The Notice to Proceed will be given within 30 days following the execution of the Contract by the Owner.

16. SUBSTANTIAL COMPLETION

"Substantial Completion" shall be that degree of completion of the project or a defined portion of the project, as evidenced by the Engineer's written notice of Substantial Completion, sufficient to provide the Owner, at his discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended. "Substantial Completion" of an operating facility shall be that degree of completion that has provided a minimum of 7 continuous days of successful, trouble-free, operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Engineer. All equipment contained in the work, plus all other components necessary to enable the Owner to operate the facility in a manner that was intended, shall be complete on the substantial completion date.

17. WORK

The word "work" within these Contract Documents shall include all material, labor, tools, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or

structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in-place".

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Invitation to Bid, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Article LIMITATIONS ON ENGINEER'S RESPONSIBILITIES.

19. DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. CONTRACT
- B. PROPOSAL
- C. SUPPLEMENTARY CONDITIONS
- D. INVITATION TO BID
- E. INSTRUCTIONS TO BIDDERS
- F. GENERAL CONDITIONS
- G. SPECIFICATIONS
- H. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

20. CHANGES IN THE WORK

The Owner, without notice to the Sureties and without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the project, but otherwise, except in an emergency endangering life and

property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the Owner, countersigned by the Engineer.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

21. EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS

The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

The Contractor shall keep one copy of the Contract Documents on the job site, in good order, available to the Engineer and to his representatives.

The Contractor shall maintain on a daily basis at the jobsite, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the Contractor shall give the Engineer one complete set of these marked up Drawings and a signed and sealed set of As-Built drawings.

23. ADDITIONAL CONTRACT DOCUMENTS

Copies of Contract Documents or Drawings may be obtained on request from the Engineer and by paying the actual cost of reproducing the Contract Documents or Drawings.

24. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Contract Documents, and copies thereof furnished by the Engineer are instruments of service for this project. They are not to be used on other work and are to be returned to the Engineer on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the Engineer will be at the risk of the user and without liability or legal expense to the Engineer. Such user shall hold the Engineer harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the Engineer to further compensation at rates to be agreed upon by the user and the Engineer.

THE OWNER

25. AUDITS

The owner is responsible for performing audits related to the project. Audits will be performed on an annual basis and will be in compliance with the criteria outlined in Section 5.04 of the Local Agency Program agreement.

26. OWNER FORCE ACCOUNT/COST EFFECTIVE JUSTIFICATION

The owner shall not provide construction or construction engineering inspection services related to this contract without prior approval by the District LAP Administrator through submittal of a finding of cost-effectiveness.

THE ENGINEER

27. AUTHORITY OF THE ENGINEER

The Engineer will be the Owner's representative during the construction period. His authority and responsibility will be limited to the provisions set forth in these Contract Documents. The Engineer will have the Authority to reject work which does not conform to the Contract Documents. However, neither the Engineer's authority to act under this provision, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, their respective Sureties, any of their agents or employees, or any other person performing any of the work.

28. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He will not make comprehensive or continuous review or observation to check quality or quantity of the work, and he will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

The Engineer will make recommendations to the Owner, in writing, on all claims of the Owner or the Contractor arising from interpretation or execution of the Contract Documents. Such recommendations will be of factual and/or technical nature, and will not include the legal interpretation of the Contract Documents. Any necessary legal interpretation of the Contract Document will be made by the Owner. Such recommendation shall be necessary before the Contractor can receive additional money under the terms of the Contract. Changes in work ordered by the Engineer shall be made in compliance with Article CHANGES IN THE WORK.

One or more project representatives may be assigned to observe the work. It is understood that such project representatives shall have the authority to issue notice of nonconformance and make decisions within the limitations of the authority of the Engineer. The Contractor shall furnish all reasonable assistance required by the Engineer or project representatives for proper observation of the work. The above-mentioned project representatives shall not relieve the Contractor of his obligations to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

29. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Engineer will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of submittals shall not relieve Contractor from the responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission and Engineer has given written approval of each such variation by a specific written notation thereof incorporated therein or accompanying the shop drawing or sample approval; nor will any approval by Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions herein.

Where a shop drawing or sample is required by the specifications, any related work performed prior to Engineer's review and approval of the pertinent submission shall be at the sole expense and responsibility of the Contractor.

33. DETAIL DRAWINGS AND INSTRUCTIONS

The Engineer will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if, in the Engineer's opinion, such are required for the proper execution of the work. All such Drawings and instructions will be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

THE CONTRACTOR AND HIS EMPLOYEES

34. CONTRACTOR, AN INDEPENDENT AGENT

The Contractor shall independently perform all work under this Contract and shall not be considered as an agent of the Owner or of the Engineer, nor shall the Contractor's Subcontractors or employees be subagents of the Owner or of the Engineer.

34. (a) ASSIGNMENT OF CONTRACT

Assignment of any part or the whole of this Contract shall be subject to review and approval of the City Commission.

35. SUBCONTRACTING

Unless modified in the Supplementary Conditions, within 10 days after the execution of the Contract, the Contractor shall submit to the Engineer the names of all Subcontractors proposed for the work, including the names of any Subcontractors that were submitted with the Proposal. The Contractor shall not employ any subcontractors to which the Owner may object to as lacking capability to properly perform work of the type and scope anticipated.

The Contractor is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or Engineer.

36. INSURANCE AND LIABILITY

A. GENERAL

The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

Before commencing work under this Contract, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount and class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days' written notice has been received by the Owner."

In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until insurance specified below has been obtained. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

C. WORKER'S COMPENSATION AND EMPLOYER' LIABILITY INSURANCE

The Contractor shall maintain during the life of this Contract the statutory amount of Workmen's Compensation Insurance, in addition, Employer's Liability Insurance in an amount as specified in the Supplementary Conditions, for each occurrence, for all of his employees to be engaged in work on the project under this Contract. In case any such work is subcontracted, the Contractor shall require the Subcontractor to provide similar Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The Contractor shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the work under this Contract. The general liability policy shall include contractual liability assumed by the Contractor under Article **INDEMNITY**. Coverage for property damage shall be on a "broad form" basis with no exclusions for "X, C & U". The amount of insurance to be provided shall be as specified in the Supplementary Conditions.

In the event any work under this Contract is performed by a Subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed by the Subcontractor; to the extent such liability is not covered by the Subcontractor's insurance.

The Owner and Engineer, their officers, agents, and employees shall be named as Additional Insured on the Contractor's and any Subcontractor's general liability and automobile liability insurance policies for any claims arising out of work performed under this Contract.

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the Contractor shall secure and maintain during the life of this Contract, Builders Risk All Risk Insurance coverage in an amount equal to the full value of the facilities under construction. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the results of faulty workmanship or design, and all other normally covered risks, and shall provide for losses to be paid to the Contractor, Owner, and Engineer as their interests may appear.

The Owner and Engineer, their officers, agents, and employees shall be named as additional insured on the Contractor's and any subcontractor's Builders Risk All Risk insurance policies for any claims arising out of work performed under this Contract.

This insurance shall include a waiver of subrogation as to the Engineer, the Owner, the Contractor, and their respective officers, agents, employees and subcontractors.

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

37. INDEMNITY

To the maximum extent permitted by law, the Contractor shall indemnify and defend the Owner and the Engineer, and their officers, employees, agents, and sub consultants, from all claims and losses, including attorney's fees and litigation costs arising out of property losses or health, safety, personal injury, or death claims by the Contractor, its subcontractors of any tier, and their employees, agents, or invitees regardless of the fault, breach of Contract, or negligence of the Owner or Engineer, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the Owner or the Engineer and regardless of whether or not the Contractor is or can be named a party in a litigation. Nothing herein is intended to waive the sovereign immunity afforded to City pursuant to Florida Law, including section 768.28, Florida Statutes.

38. EXCLUSION OF CONTRACTOR CLAIMS

In performing its obligations, the Engineer and its consultants may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the Engineer, its officers, employees, agents, and consultants for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed.

39. TAXES AND CHARGES

The Contractor shall withhold and pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws.

40. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

When the Contract Documents concern public works of the state or any county, municipality, or political subdivision created by its laws, the applicable statutes shall apply. All parties to this Contract shall determine the contents of all applicable statutes and comply with their provisions throughout the performance of the Contract.

41. CODES, ORDINANCES, PERMITS AND LICENSES

The Contractor shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said

codes and ordinances, laws, and regulations, and protect and indemnify the Owner, the Engineer and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

42. SUPERINTENDENCE

The Contractor shall keep at the project site, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, a project superintendent who shall be an employee of the Contractor and shall have complete authority to represent and to act for the Contractor. Engineer shall be notified in writing prior to any change in superintendent assignment. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that the Engineer, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, procedures, or for providing adequate safety precautions in connection with the work under Contract. Contractor shall provide PDF copies of the contractor's daily reports and Quality Control Reports with each pay application monthly.

43. RECEPTION OF ENGINEER'S COMMUNICATIONS

The superintendent shall receive for the Contractor all communications from the Engineer. Communications of major importance will be confirmed in writing upon request from the Contractor.

The Engineer may schedule project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. Time and place for these meetings and the names of persons required to be present shall be as determined by the Engineer. Contractor shall comply with these attendance requirements and shall also require his Subcontractors to comply.

44. SAFETY

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the Engineer to conduct construction review of the work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on, or near the construction site.

The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the aforementioned authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the jobsite.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by

telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

45. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard and protect from damage the Owner's property, adjacent property, and his own work from injury or loss in connection with this Contract. All facilities required for protection by federal, state, or municipal laws and regulations and local conditions must be provided and maintained.

The Contractor shall protect his work and materials from damage due to the nature of the work, the elements, carelessness of other contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unforeseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

46. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Engineer, as the situation may warrant. The Contractor shall notify the Engineer thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Owner through the Engineer and the amount of compensation shall be determined by agreement.

47. MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, heat, light, fuel, power, transportation, construction equipment and machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

48. CONTRACTORS' AND MANUFACTURERS' COMPLIANCE WITH STATE SAFETY, OSHA, AND OTHER CODE REQUIREMENTS

The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the state and federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed (including Owner-furnished equipment) in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and Subcontractors of the provisions of this Article.

49. SUBSTITUTION OF MATERIALS

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The Contractor may, in such cases, submit complete data to the Engineer for consideration of another material, type, or process which shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Engineer will be the sole judge of the substituted article or material.

50. TESTS, SAMPLES, AND OBSERVATIONS

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same, as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

The Owner, Engineer, and authorized government agents, and their representatives shall at all times be provided safe access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for observations, including maintenance of temporary and permanent access.

If the Specifications, laws, ordinances, or any public authority require any work, to be specially tested or approved, the Contractor shall give timely notice of its readiness for observations. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Engineer, and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of uncovering, exposure, observation, inspection, testing and reconstruction. If such work is found to be not in accordance with the Contract Documents, the Contractor shall correct the defective work, and the cost of reexamination and correction of the defective work shall be paid by the Contractor.

51. ROYALTIES AND PATENTS

The Contractor shall pay all royalty and licenses fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and the Engineer harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

52. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than 3 months, through no act or fault of the Contractor, its Subcontractors, or respective employees or if the Engineer should fail to make recommendation for payment to the Owner or return payment request to Contractor for revision within 30 days after it is due, or if the Owner should fail to pay the Contractor within 30 days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the Engineer, then the Contractor may, upon 15 days' written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

53. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the Engineer for specified items of equipment, or within such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by Subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is defined in Article SUBSTANTIAL COMPLETION, AND Article SUBSTANTIAL COMPLETION DATE, in these General Conditions.

The Contractor also agrees to hold the Owner and the Engineer harmless from liability of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the Owner may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof.

PROGRESS OF THE WORK

54. BEGINNING OF THE WORK

Following execution of the Contract, the Contractor shall meet with the Owner and Engineer relative to his arrangements for prosecuting the work.

55. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the Contractor shall prepare and submit to the Engineer, a progress schedule showing the dates on which each part or division of the work is expected to be started and finished, and a preliminary schedule for submittals. The progress schedule for submittals shall be brought up to date and submitted to the Engineer at the end of each month or at such other times the Engineer may request.

The Contractor shall forward to the Engineer, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work. These progress reports shall indicate the date of the purchase order, the current percentage of completion, estimated delivery, and cause of delay, if any.

If the completion of any part of the work or the delivery of materials is behind the submitted progress schedule, the Contractor shall submit in writing a plan acceptable to the Owner and Engineer for bringing the work up to schedule.

The Owner shall have the right to withhold progress payments for the work if the Contractor fails to update and submit the progress schedule and reports as specified.

56. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the

work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the progress schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall give timely notice to the Engineer to allow satisfactory arrangements to be made for observing the work in progress.

57. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work completed under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work but will make such deductions in the final payment therefore as may be just and reasonable.

58. OWNER'S RIGHT TO DO WORK

Should the Contractor neglect to prosecute the work in conformance with the Contract Documents or neglect or refuse at his own cost to remove and replace work rejected by the Engineer, then the Owner may notify the Surety of the condition, and after 10 days' written notice to the Contractor and the Surety, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under Contract, or otherwise, take over that portion of the work which has been improperly or non timely executed, and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

59. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

If the Contractor should abandon the work or if he should persistently or repeatedly refuse or should fail to make prompt payment to Subcontractors for material or labor, or to persistently disregard laws, ordinances, or to prosecute the work in conformance with the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and Surety 10 days' written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ by Contract or otherwise, any qualified person or persons to finish the work and provide the materials therefor, in accordance with the Contract Documents, without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof.

If, after the furnishing of said written notice to the Surety, the Contractor and the Surety still fail to make reasonable progress on the performance of the work, the Owner may terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient and charge the cost thereof to the Contractor and the Surety. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative services, shall exceed such unpaid balance, the Contractor and the Surety shall pay the difference to the Owner.

60. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the Contractor, within 48 hours of the start of the occurrence,

gives written notice to the Owner of the cause of the potential delay and estimate of the possible time extension involved, and within 10 days after the cause of the delay has been remedied, the Contractor gives written notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the Engineer determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time.

No extension of time will be granted to the Contractor for delays occurring to parts of the work that have no measurable impact on the completion of the total work under this Contract. No extension of time will be considered for weather conditions reasonably anticipated for the area in which the work is being performed. Reasonably anticipated weather conditions will be based on official records of monthly precipitation and other historical data. Adverse weather conditions, if determined to be of a severity that would impact progress of the work, may be considered as cause for an extension of Contract completion time.

Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors, including Owner-selected equipment shall not be considered as a just cause for delay, unless the Owner determines that for good cause the delay is beyond the control of the Contractor. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials.

Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified, and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.

61. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Owner and Engineer of:

- A. subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,
- B. unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Engineer will investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this Contract, whether or not changed as a result of the conditions, and equitable adjustment shall be made this Article and the Contract modified in writing accordingly.

No request by the Contractor for an equitable adjustment to the Contract under this Article will be allowed, unless the Contractor has given the written notice required; provided that the time prescribed above for giving written notice may be extended by the Owner.

No request by the Contractor for an equitable adjustment to the Contract for differing site conditions will be allowed if made after final payment under this Contract.

62. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays

and legal holidays included, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per-diem rate, as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

63. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with the work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the work under this Contract depends for proper execution or results upon the work of any other Contractor, utility service company or Owner, the Contractor shall inspect and promptly report to the Engineer in writing any patent or apparent defects to deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute and acceptance of the work by others as being fit and proper for integration with work under this Contract, except for latent or non apparent defects and deficiencies in the work.

64. USE OF PREMISES

The Contractor shall confine his equipment, the storage of materials and the operation of his workers to limits shown on the Drawings or indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials. The Contractor shall provide, at his own expense, the necessary rights-of-way and access to the work which may be required outside the limits of the Owner's property and shall furnish the Engineer copies of permits and agreements for use of the property outside that provided by the Owner.

The Contractor shall not load nor permit any part of the structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

65. SUBSTANTIAL COMPLETION DATE

The Engineer may issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents. See SUBSTANTIAL COMPLETION under DEFINITIONS of these General Conditions.

66. PERFORMANCE TESTING

Operating equipment and systems shall be performance tested in the presence of the Engineer to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Engineer. Schedule such testing with the Engineer at least one week in advance of the planned date for testing.

67. OWNER'S USE OF PORTIONS OF THE WORK

Following issuance of the written notice of Substantial Completion, the Owner may initiate operation of the facility. Such use shall not be considered as final acceptance of any portion of the work, nor shall such use be considered as cause for an extension of the Contract completion time, unless authorized by a Change Order issued by the Owner.

68. CUTTING AND PATCHING

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings.

69. CLEANING UP

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from his operations. Cleaning up shall be performed daily.

PAYMENT

70. PAYMENT FOR CHANGE ORDERS

The Owner's request for quotations on alterations to the work shall not be considered authorization to proceed with the work prior to the issuance of a formal Change Order, nor shall such request justify any delay in existing work. Quotations for alterations to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals, approved services, overhead, and profit. Owner may require detailed cost data in order to substantiate the reasonableness of the proposed costs.

Any compensation paid in conjunction with the terms of a Change Order shall comprise total compensation due the Contractor for the work or alteration defined in the Change Order. By signing the Change Order, the Contractor acknowledges that the stipulated compensation includes payment for the work or alteration plus all payment for the interruption of schedules, extended overhead, delay, or any other impact claim or ripple effect, and by such signing specifically waives any reservation or claim for additional compensation in respect to the subject Change Order.

At the Owner's option, payment or credit for any alterations covered by a Change Order shall be determined by one or a combination of the methods set forth in A, B, or C below, as applicable:

A. UNIT PRICES

Those unit prices stipulated in the Proposal shall be utilized where they are applicable. In the event the Change Order results in a change in the original quantity that is materially and significantly different from the original bid quantity, a new unit price shall be negotiated upon demand of either party. Unit prices for new items included in the Change Order shall be negotiated and mutually agreed upon.

B. LUMP SUM

A total lump sum for the work negotiated and mutually acceptable to the Contractor and the Owner.

Lump sum quotations for modifications to the work shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, material, rentals, approved services, overhead, and profit, all calculated as specified under "C" below.

C. COST REIMBURSEMENT WORK

The term "cost reimbursement" shall be understood to mean that payment for the work will be made on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work.

If the method of payment cannot be agreed upon prior to the beginning of the work, and the Owner directs by written Change Order that the work be done on a cost reimbursement basis, then the Contractor shall furnish labor, and furnish and install equipment and materials necessary to complete the work in a satisfactory manner and within a reasonable period of time. For the work performed, payment will be made for the documented actual cost of the following:

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). Fixed Burden shall not exceed 20%. No other fixed labor burdens will be considered, unless approved in writing by the Owner.
2. Material delivered and used on the designated work, including sales tax, if paid by the Contractor or his Subcontractor.
3. Rental or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of \$100.

Rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Rental and transportation allowances shall not exceed the current rental rates prevailing in the locality. The rentals allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, and renewals, and no further allowances will be made for those items, unless specific agreement to that effect is made.

4. Additional bond, as required and approved by the owner.
5. Additional insurance (other than labor insurance) as required and approved by the Owner.

In addition to items 1 through 5 above, an added fixed fee for general overhead and profit shall be 15% for the Contractor (approved Subcontractor 10%) actually executing the Cost Reimbursement work.

An additional fixed fee shall be 05% and allowed the Contractor for the administrative handling of portions of the work that are executed by an approved Subcontractor. No additional fixed fee will be allowed for the administrative handling of work executed by a Subcontractor of a Subcontractor, unless by written permission from the Owner.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The Contractor's records shall make clear distinction between the direct costs of work paid for on a cost reimbursement basis and the costs of other work. The Contractor shall furnish the Engineer report sheets in duplicate of each day's cost reimbursement work no later than the working day following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor or other forces. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

Material charges shall be substantiated by valid copies of vendors' invoices. Such invoices shall be submitted

with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the Contractor or his authorized agent.

The Owner reserves the right to furnish such materials and equipment as he deems expedient and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment. To receive partial payments and final payment for cost reimbursement work, the Contractor shall submit to the Engineer, detailed and complete documented verification of the Contractor's and any of his Subcontractors' actual costs involved in the cost reimbursement work. Such costs shall be submitted within 30 days after said work has been performed.

71. PARTIAL PAYMENTS

A. GENERAL

Nothing in this Article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with the provisions of the Contract Documents. All estimated quantities of work for which partial payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of partial payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as a basis for computing the amounts of the partial payments.

B. ESTIMATE

At least 30 days before each progress payment falls due, as specified in the Supplementary Conditions, the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the work completed in accordance with the Contract Documents, and the value of approved materials delivered to the project site suitable stored and protected prior to incorporation into the work.

Engineer will, within 7 days after receipt of each request for payment, either indicate in writing a recommendation of payment and present the request to Owner, or return the request to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may, within 7 days, make the necessary corrections and resubmit the request.

Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such an extent as may be necessary in Engineer's opinion to protect the Owner from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement;
2. Written claims have been made against Owner or Liens have been filed in connection with the work;
3. The Contract Price has been reduced because of Change Orders;
4. Owner has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;
5. Of Contractor's unsatisfactory prosecution of the work in accordance with the Contract Documents; or
6. Contractor's failure to make payment to Subcontractors or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

Unless modified in the Supplementary Conditions, deductions from the estimate will be as described below:

1. The Owner will deduct from the estimate, and retain as part security, 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work. When the work is 50 percent complete, the Owner will reduce the retainage to 5 percent of the dollar value of all work satisfactorily completed to date provided the Contractor is making satisfactory progress and there is no specific cause for a greater retainage. The Owner may reinstate the retainage up to 10 percent if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or where there is other specific cause for such withholding.

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

Unless modified in the Supplementary Conditions, qualification for partial payment for materials delivered but not yet incorporated into the work shall be as described below:

1. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than \$200 for any one item.
2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to include a list of such materials on the Partial Payment Request. At his sole discretion, the Engineer may approve items for which partial payment is to be made. Partial payment shall be based on the Contractor's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.
3. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
4. If requested by the Engineer, the Contractor shall provide, with subsequent pay requests, invoices received by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned, the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 9 days prior to the scheduled day for payment will not be processed or paid until the following month.

72. CLAIMS FOR EXTRA WORK

In any case where the Contractor deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the Contractor shall notify the Engineer, in writing, of his intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the

circumstances and the reasons for the claim, but need not state the amount. If such notification is not given or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such additional time or compensation. Such notice by the Contractor, and fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

No extension of time will be granted to the Contractor for delays resulting from extra work that have no measurable impact on the completion of the total Work under this Contract. Claims for additional time or compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the work for which the Contractor bases his claim. Failure to make the claim for additional compensation in the manner and within the time specified above shall constitute waiver of that claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Article **PAYMENT FOR CHANGE ORDERS.**

73. RELEASE OF LIENS OR CLAIMS (Notice to Owners)

The Contractor shall indemnify and hold harmless the Owner from all claims for labor and materials furnished under this Contract. Prior to the final payment, the Contractor shall furnish to the Owner, as part of his final payment request, a certification that all of the Contractor's obligations on the project have been satisfied and that all monetary claims and indebtedness have been paid. The Contractor shall furnish complete and legal effective releases or waivers, satisfactory to the Owner, of all liens and notice to owners arising out of or filed in connection with the work.

74. FINAL PAYMENT

Upon completion of all the work under this Contract, the Contractor shall notify the Engineer, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such notice the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article **RELEASE OF LIENS OR CLAIMS**, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

75. NO WAIVER OF RIGHTS

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under the warranty.

**76. ACCEPTANCE OF FINAL PAYMENT
CONSTITUTES RELEASE**

The acceptance by the Contractor of the final payment shall release the Owner and the Engineer, as representatives of the Owner, from all claims and all liability to the Contractor for all things done or furnished in connection with the work, and every act of the Owner and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds and warranties, as herein provided.

SUPPLEMENTARY CONDITIONS

The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the Corradino Group or authorized representatives.

ARTICLE 12 "OWNER"

Add the following:

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 525 Angela Street, Key West, Florida 33040.

ARTICLE 14 "SPECIFICATIONS"

Add the following:

FEDERAL, STATE, COUNTY, AND LOCAL STANDARD SPECIFICATIONS

Where portions of the work traverse or cross federal, state, county, or local highways, roads, or streets, and the agency in control of such property has established standard specifications governing items of work that differ from these Specifications, the most stringent requirements shall apply. The Contractor shall comply with all regulations and requirements of the State Highway Department and the County Road Department wherever the work traverses or crosses state or county highways..

ARTICLE 18 "INTENT OF CONTRACT DOCUMENTS"

Add the following:

FEDERAL GRANT REQUIREMENTS

This Project is funded by Federal Grant Money. The Contractor and Subcontractors shall comply with the Federal Grant Requirements.

18.1 Prequalification's of Bidders: Florida Law (Chapter 337.14 F.S.) and rules of the State of Florida, Department of Transportation (Chapter 14-22) require Contractors to be prequalified with the Department in order to bid for the performance of Road, Bridge or Public Transportation contracts greater than \$250,000.

Reference Attachment A: FDOT Standard Specifications.

18.2 Access to Records: Authorized representatives of the OWNER, the Florida department of Environmental Protection, other state agencies associated with the grant and the United States Agency responsible for this grant shall have access to, for the purpose of inspection, any books, documents, papers, and records of the CONTRACTOR that are pertinent to this Agreement/Contract. The CONTRACTOR shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under his Agreement/Contract.

18.3 Access to Work Sites: Authorized representatives of the OWNER, the Florida Department of Environmental Protection (FDEP), other state agencies associated with this grant, and the United States Agency responsible for this grant shall have access to the Work site(s) at any reasonable time. The CONTRACTOR shall cooperate (including making available working copies of documents and supplementary materials) during Work site inspections conducted by the OWNER and state and federal agencies.

18.4 Debarment and Suspension (Executive Order 12549) Reference Attachment B: Suspension and Debarment Certification

18.4.1 If the price of this Agreement/Contract equals or exceeds \$25,000, the OWNER shall not award this Agreement/Contract, nor permit any lower-tier goods or services (including construction) subcontract with a price equaling or exceeding \$25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

18.4.2 The attention of all bidders or prospective contractors (including the CONTRACTOR) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." Which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions? The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." Is applicable to this Agreement/Contract if the price of this Agreement/Contract equals or exceeds \$25,000.

18.4.3 If bidders or prospective contractors (including the CONTRACTOR), or any prospective subcontractors at any tier, intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include the certification/clause entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions which is included as Appendix A to these Supplementary Conditions, in all lower-tier goods and services (including construction) subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such subcontracts.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 is applicable to all goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.

Instructions for Certification:

- 1 By signing and submitting this Proposal, the prospective lower tier participant is providing the certification set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 3 The prospective lower tier participant shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4 The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations. United Street Milling and Paving George St. to Pearl St.
- 5 The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6 The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9 Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

- 1 1 The prospective lower tier participant certifies, by submission of this Proposal, 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 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- 3 The Prospective Lower-Tier Participant Also Certifies that it and its Principals:
 - a) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for United Street Milling and Paving George St to Pearl St. SUPPLEMENTARY CONDITIONS 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 indicated 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 (3)(a) of this certification; and

- c) Have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this Proposal.

Reference Attachment B: Suspension and Disbarment

18.5 Equal Employment Opportunity: Reference Attachment C: Executive Order 11246

18.5.1 The Contractor, Sub Recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

18.6 Disadvantaged Business Enterprise: Reference Attachment D: DBE Special Provisions

18.7 Minority Owned Business Enterprise: Utilization of minority and Women-Owned firms and enterprises are encouraged.

18.8 Buy America/Foreign Contractor and Supply Restrictions: Reference Attachment E: FDOT Supplemental Specification

18.9 Prohibition Against Convict Produced Materials: Reference Attachment F: FDOT Supplemental Specification

18.10 FHWA 1273: Reference Attachment G: Required Contract Provisions

18.11 Lobbying: Reference Attachment H: Disclosure of Lobbying Activities

18.12 Non-Collusion Provision Reference Attachment I: Non-Collusion Declaration

18.13 Prevailing Minimum Wage Compliance: Reference Attachment J: Davis-Bacon Wage Table

18.14 Salvage Credits In accordance with 49 CFR 18.36, salvage credits will not be allowed in this Contract.

18.15 Standardized Change Condition Contract Clauses: Standardized Changed Conditions per 23 CFR 635.109 apply to this Contract.

18.16 The follow items will not be allowed in this contract.

- 1 Per 23 CFR 635.409, preferences for State and Local Materials will not be allowed in this contract.
- 2 Per 23 CFR 140 / 49 CFR part 18 / 49 CFR Section 18.3, Contractor Purchased equipment for State of local ownership.
- 3 23 CFR 635.112(e), Public Agencies in Competition with the Private Sector .
- 4 23 CFR 635.106, Publicly owned Equipment.
- 5 FDOT does not allow Local Hiring Preferences (23 CFR 635.117) for LAP projects. The City's Local Preference Ordinance will not apply to this project.

ARTICLE 31 "LINES AND GRADES"

Add the following:

It will be the Contractor's responsibility to layout the work and to transfer elevations from benchmarks. Where new construction connects to existing facilities, the Contractor shall check and establish the exact location prior to construction of the facilities.

The Contractor shall furnish all surveys, labor, and equipment, including setting all alignment and gradient, grade stakes, batter boards, and everything necessary to lay out his work. The Contractor shall be responsible for maintaining and re-establishing at his expense, all control points. After completion of his construction, he shall reset all permanent monuments at their original locations and elevations.

The Engineer may check all layout work, and the Contractor shall furnish all necessary labor, equipment, and materials, and shall cooperate and assist the Engineer in making such checks.

The dimensions for lines and elevations for grades of the structures, appurtenances, and utilities will be shown on Drawings, together with other pertinent information required for laying out the work. If site conditions vary from those indicated, the Contractor shall notify the Engineer immediately, who will make any minor adjustment as required.

ARTICLE 36 "INSURANCE AND LIABILITY", SUBARTICLE C "WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE"

Add the following:

Provide Employer's Liability Insurance in an amount not less than \$3,000,000.

ARTICLE 36 "INSURANCE AND LIABILITY", SUBARTICLE D "GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)"

Add the following:

The amount of General Liability Insurance shall not be less than \$3,000,000 for bodily injury for each occurrence, with coverage for property damage not less than \$3,000,000. Comprehensive automobile liability shall not be less than \$3,000,000 for each person and \$3,000,000 for each occurrence. Contractual liability shall not be less than \$3,000,000 for bodily injury per each occurrence with coverage for property damage not less than \$3,000,000 for each occurrence. Additional umbrella excess liability coverage for the General Liability and Automobile Liability insurance shall be not less than \$ 3,000,000 per occurrence in excess of the above stated primary limits

ARTICLE 36 "INSURANCE AND LIABILITY", SUBARTICLE E "BUILDERS RISK ALL RISK INSURANCE"

Delete the following coverage's:

Loss caused by earthquake.
Loss caused by landslide.

ARTICLE 36 "INSURANCE AND LIABILITY"

Add the following Articles:

G. SURETY AND INSURER QUALIFICATIONS

All 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. If requested, Contractor shall Provide Proof of Florida Licensure for all insurance companies. The Corradino Group shall be named along with the city of Key West on the insurance certificates

H. WAIVER OF SUBROGATION

Insurance Contracts and Certificates of Insurance required by the contract shall contain a "Waiver of Subrogation" provision whereas the Contractor's insurers waive any claim against the City of Key West.

ARTICLE 37 "INDEMNITY"

Add the following:

The obligation of the Contractor under this Article shall be limited to the contractual liability as specified in the Supplementary Conditions, Article INSURANCE AND LIABILITY.

ARTICLE 41 "CODES, ORDINANCES, PERMITS, AND LICENSES"

Add the following:

- A. PERMIT FOR WORK WITHIN THE FEDERAL, COUNTY, AND/OR STATE RIGHTS-OF-WAY

The Owner will obtain from the county and/or state the necessary permit for work within the rights-of-way. A copy of the permit is available at the office of the Owner. The Contractor shall abide by all regulations and conditions stipulated in the permits, and such conditions and requirements are hereby made a part of these Supplementary Conditions, as fully and completely as though the same were fully set forth herein. The Contractor shall examine the permits granted to the Owner, by the county and/or state. Failure to do so will not relieve the Contractor from compliance with the requirements stated therein.

The Contractor shall prepare, submit, and have approved at his expense traffic maintenance plans required by federal, state, county, and local agencies having jurisdiction.

B. PERMIT FOR WORK WITHIN LOCAL RIGHTS-OF-WAY

The Contractor shall obtain from the City of Key West the necessary permits for work within the rights-of-way. The Contractor shall abide by all regulations and conditions, including maintenance of traffic.

C. PUBLIC WORKS COMPLIANCE ACT

1. GENERAL

If the Contract amount exceeds \$25,000, the Contractor shall abide by the requirements of the State Public Works Compliance Act, Section 446.101 Florida Statutes. The Act generally requires the Contractor to:

- a) Participate in registered training programs with the State of Florida.
- b) Hire for the duration of the Contract, a ratio of at least one registered apprentice or trainee to every five journeymen working on the project.
- c) Prior to the commencement of the work, submit a letter of intent to the Bureau of Apprenticeship and to others as required by the Act.
- d) Prepare and submit quarterly to the Bureau of Apprenticeship, records of employment on report form BAP-500.

2. ADMINISTRATION

Administration of the apprenticeship program for this Contract will be under the designated area field office of the Bureau of Apprenticeship.

D. NOISE ORDINANCE

The Contractor shall comply with the City of Key West Noise Ordinance.

E. "LICENSES"

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

- A. Within 10 days of Notice of Award, the successful Bidder must represent that he holds all applicable, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work described in the Contract Documents.
- B. Further, the successful Bidder must, within 10 days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 18 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.
- C. Specifically, within 10 days after Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:
 - 1) City of Key West Tax License Receipt;
 - 2) A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida
 - 3) A valid occupational license issued by the City of Key West, Florida.

ARTICLE 44 "SAFETY"

Add the following sub article:

OCCUPATIONAL SAFETY AND HEALTH

The Contractor shall observe and comply with all applicable local, state, and federal occupational safety and health regulations during the prosecution of work under this Contract. In addition, full compliance by the Contractor with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

ARTICLE 45 "PROTECTION OF WORK AND PROPERTY"

Add the following Article:

HISTORIC PRESERVATION

The Contractor shall comply with Florida's Archives and Historic Act (Florida Statutes, Chapter 267) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the project.

ARTICLE 59 "OWNERS RIGHT TO TRANSFER EMPLOYMENT"

Add the following Article:

TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- A. Owner shall have the right to terminate this Contract without cause by written notice of Termination to the Contractor. In the event of such termination for convenience, the Contractor's recovery against the Owner shall be limited to that portion of the Contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred. Contractor shall not be entitled to any other or further recovery against the Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- B. The Owner shall have the right to suspend all or any portions of the Work upon giving the Contractor prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor shall be entitled to reasonable costs, expenses and time extension associated with the suspension.

ARTICLE 62 "LIQUIDATED DAMAGES"

Delete Article "LIQUIDATED DAMAGES" in its entirety and substitute the following:
LIQUIDATED DAMAGES

Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the Contract Documents or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and legal holidays included, that project outlined in Contract Documents remains uncompleted after the completion date. Liquidated damages shall be assessed. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate as stipulated in the Proposal. The said amount is hereby agreed upon as a reasonable estimate of the costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty but as liquidated damages, which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor or Surety.

ARTICLE 71 "PARTIAL PAYMENTS"

Delete the first paragraph of Article "PARTIAL PAYMENTS" and substitute the following:

No more than once each month the Contractor shall submit to the Engineer a detailed estimate of the amount earned during the preceding month for the separate portions of the work and request payment. As used in this Article the words "amount earned" means the value, on the date of the estimate, for partial payment of the work completed in accordance with the Contract Documents and the value of approved materials delivered to the project site suitably stored and protected prior to incorporation into the work.

ARTICLE 71 "PARTIAL PAYMENTS"

Add the following:

Payment will be made by the Owner to the Contractor within 40 days receipt of the written recommendation of payment from the Engineer.

ARTICLE 71 "PARTIAL PAYMENTS"

Delete Subarticle C "DEDUCTION FROM ESTIMATE" in its entirety and substitute the following:

DEDUCTION FROM ESTIMATE

The Owner will deduct from the estimate and retain as part security 10 percent of the amount earned for work satisfactorily completed. A deduction and retainage of 10 percent will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

ARTICLE 71 "PARTIAL PAYMENT"

Delete Subarticle E "PAYMENT" in its entirety and substitute the following:

PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than 40 days prior to the scheduled day for payment will not be processed or paid until the following month.

ARTICLE 71 "PARTIAL PAYMENT"

Add the following;

F. ADDITIONAL REQUIREMENTS (Grant, EEO, DBEs, etc)

OWNER will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after the Notice to proceed:

- 1 Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
- 2 Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
- 3 Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
- 4 Failure to comply with the requirements of the AMERICAN RECECOVERY AND REINVESTMENT ACT OF 2009 (FDOT 7-1.1.1)

The OWNER will withhold progress payments until the Contractor has satisfied the above conditions.

The DBE participation goal established by the City of Key West is 8.18%, which is consistent with the goal set by Florida Department of Transportation's (FDOT) Disadvantaged Business Enterprise (DBE) program. The City encourages all of its contractors to obtain bids and quotes from Certified DBEs. FDOT, as well as the City's Grants Administrator, offers assistance in reaching out to DBEs in an effort to locate DBEs capable of performing work relevant to the project.

ARTICLE 74 "FINAL PAYMENT"

Delete Article "FINAL PAYMENT" in its entirety and substitute the following:

FINAL PAYMENT

Upon completion of the work the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment. The Contractor shall be responsible for keeping an accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment the Contractor shall furnish the Engineer marked up drawings and as-built drawings of his construction. Upon receipt of a request for final payment and the as-built drawings, the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and

compliance by the Contractor with provisions in Article RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

ARTICLE 74 "FINAL PAYMENT"

Add the following;

A. Acceptance and Final Payment.

Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance and subject to the terms of the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The OWNER will pay the estimate, less any sums that the OWNER may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, provided the Contractor has met the requirements of (1) through (8) below.

- 1 The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the OWNER, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, accepted the balance due or refunded the overpayment, as determined by the OWNER, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the OWNER. To receive payment based on a FINAL PAYMENT CERTIFICATE, The Contractor further agrees, by submitting a FINAL PAYMENT CERTIFICATE that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original FINAL PAYMENT CERTIFICATE, and that he will commence with any such arbitration claim or suit within 15 calendar days from and after the time of final PAYMENT of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.
- 2 The Contractor has properly maintained the project, as specified hereinbefore.
- 3 The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial

transaction of any nature with, any employee of the OWNER in the performance of the Contract.

- 4 The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.
- 5 The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.
- 6 The Contractor has furnished all required mill tests and analysis reports to the Engineer.
- 7 The Contractor has submitted the Form FHWA-47 (formerly known as PR-47) Record of Materials and Labor on Federal-aid Projects, to the Engineer for transmittal to the FHWA. This submittal is required on all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000.
- 8 The Contractor shall certify to the owner, that the Contractor has met the requirements of the American Recovery and Reinvestment act 2009 (FDOT 7-1.1.1)

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