

**PROPOSAL**

To: The City of Key West  
Address: 3126 Flagler Avenue  
Key West, Florida 33041  
Project Title: **Glynn Archer Drive/ 14th Street Roadway Reconstruction  
(Roosevelt Blvd. to Flagler Ave.)**  
Project No.: GN – 0712

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 120 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.

<b>Original Contract Amount</b>	<b>Daily Charge Per Calendar Day</b>
\$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, (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.

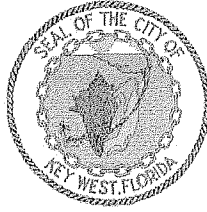
SALES AND USE TAXES

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.

**[THIS SPACE LEFT BLANK INTENTIONALLY]**



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

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**ADDENDUM # 1  
GLYNN ARCHER DRIVE/14<sup>TH</sup> ST. ROADWAY REDESIGN – EN 1004**

February 14, 2012

To All Bidders,

The following documents are hereby made a part of Project number **EN 1004, GLYNN ARCHER DRIVE/14<sup>TH</sup> ST. ROADWAY REDESIGN**, as fully as completely as if the same were fully set forth therein:

**GLYNN ARCHER PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA) REPORT 1/31/2011**

**PHASE II REPORT 5/25/2011**

**PHASE II REPORT 5/25/2011- COVER LETTER**

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

A handwritten signature in black ink, appearing to be "Douglas N. Higgins", written over a horizontal line.

Signature

The name "Douglas N. Higgins, Inc." written in black ink over a horizontal line.

Name of Business

ADDENDUM NO. 2  
ITB 12-015

To All Bidders:

The following change is hereby made a part of ITB #12-015 – Glynn Archer Drive/14<sup>th</sup> Street Roadway Reconstruction as fully as completely as if the same were fully set forth therein:

The following is a list of addenda that shall govern all other contract documents to the extent specified.

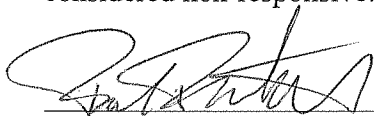
**Addendum No. 2**

The following revision is hereby made a part of the Contract Documents as fully as completely as if the same were fully set forth therein:

Sheet #2, Invitation to Bid, first paragraph was changed as follows:

Sealed Bids for Glynn Archer Drive/ 14th Street Roadway Reconstruction (Roosevelt Blvd. to Flagler Ave.), EN-1004, addressed to the City of Key West, will be received at the office of the City Clerk, 3126 Flagler Avenue, City of Key West, Florida until 3:30p.m., local time, March 7, 2012, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered

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



Signature

Douglas N. Higgins, Inc.

Name of Business

## BID SCHEDULE

### GLYNN ARCHER DRIVE/ 14<sup>TH</sup> STREET ROADWAY RECONSTRUCTION (ROOSEVELT BLVD. TO FLAGLER AVE.)

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	35,000.00	35,000.00
<u>Value in Words</u>	<i>Thirty Five Thousand Dollars</i>				
20	FDOT Grant Requirements, General and Supplementary Conditions, Quality Control Requirements, Fl trench Act	1	LS	256,000.00	256,000.00
<u>Value in Words</u>	<i>Two Hundred Fifty Six Thousand Dollars</i>				
101-1	Mobilization	1	LS	61,000.00	61,000.00
<u>Value in Words</u>	<i>Sixty one Thousand Dollars</i>				
102-1	Maintenance of Traffic	1	LS	18,375.00	18,375.00
<u>Value in Words</u>	<i>Eighteen Thousand Three Hundred Seventy Five Dollars</i>				
102-3	Commercial Material for Driveway Maintenance	250	CY	17.00	4,250.00
<u>Value in Words</u>	<i>Four Thousand Two Hundred Fifty Dollars</i>				
104-10-3	Sediment Barrier	5,530	LF	1.50	8,295.00
<u>Value in Words</u>	<i>Eight Thousand Two Hundred Ninety Five Dollars</i>				
104-18	Inlet Protection System	22	EA	200.00	4,400.00
<u>Value in Words</u>	<i>Four Thousand Four Hundred Dollars</i>				
110-1	Clearing and Grubbing	1	LS	45,000.00	45,000.00
<u>Value in Words</u>	<i>Forty Five Thousand Dollars</i>				
120-1	Regular Excavation	4,948.7	CY	18.25	90,313.76

<u>Value in Words</u>	Ninety Thousand Three Hundred Thirteen Dollars Seventy Eight Cents				
120-6	Embankment	339.1	CY	49.00	16,615.90
<u>Value in Words</u>	Sixteen Thousand Six Hundred Fifteen Dollars Ninety Cents				
145-72	Geosynthetic Reinforcement	7,267	SY	3.75	27,251.25
<u>Value in Words</u>	Twenty Seven Thousand Two Hundred Fifty one dollars and Twenty Five Cents				
160-4	Stabilization Type B	12,572	SY	2.25	28,282.00
<u>Value in Words</u>	Twenty Eight Thousand Two Hundred Eighty Seven Dollars				
162-1-11	Prepared Soil Layer, Depth 6"	2,028	SY	2.90	5,881.20
<u>Value in Words</u>	Five Thousand Eight Hundred Eighty one Dollars Twenty Cents				
285-704	Optional Base Group 04	340	SY	15.00	5,100.00
<u>Value in Words</u>	Five Thousand One Hundred Dollars				
285-709	Optional Base Group 09	12,146	SY	21.00	255,066.00
<u>Value in Words</u>	Two Hundred Fifty Five Thousand Sixty Six Dollars				
334-1-13	Type SP Asphaltic Concrete (Traffic Level C)	1,451	TN	169.00	245,219.00
<u>Value in Words</u>	Two Hundred Forty Five Thousand Two Hundred Nineteen Dollars				
337-7-32	Asphaltic Concrete Friction Course FC-9.5 (Traffic Level C) (Rubber)	550	TN	215.00	118,250.00
<u>Value in Words</u>	One Hundred Eighteen Thousand Two Hundred Fifty Dollars				
400-0-11	Class NS Concrete (Gravity Wall)	65.94	CY	755.00	49,784.70
<u>Value in Words</u>	Forty Nine Thousand Seven Hundred Eighty Four Dollars Seventy Cent				
425-1-351	Curb Inlet Type P-5, <10'	6	EA	4,875.00	29,250.00
<u>Value in Words</u>	Twenty Nine Thousand Two Hundred Fifty Dollars				
425-1-351 C	Curb Inlet Type P-5, <10' (Contaminated Area)	2	EA	12,590.00	25,180.00
<u>Value in Words</u>	Twenty Five Thousand one Hundred Eighty Dollars				
425-1-361	Curb Inlet Type P-6, <10'	1	EA	5,230.00	5,230.00
<u>Value in Words</u>	Five Thousand Two Hundred Thirty Dollars				
425-1-361 C	Curb Inlet Type P-6, <10' (Contaminated Area)	7	EA	12,950.00	90,650.00

<u>Value in Words</u>	Ninety Thousand Six Hundred Fifty Dollars				
425-1-561	Valley Gutter Inlet, Type F, <10'	2	EA	4,570. <sup>00</sup>	9,140. <sup>00</sup>
<u>Value in Words</u>	Nine Thousand one Hundred Forty Dollars				
425-1-561 C	Valley Gutter Inlet, Type F, <10' (Contaminated Area)	3	EA	12,300. <sup>00</sup>	36,900. <sup>00</sup>
<u>Value in Words</u>	Thirty Six Thousand Nine Hundred Dollars				
425-1-565	Valley Gutter Inlet, Type F, <10', Partial	1	EA	2,200. <sup>00</sup>	2,200. <sup>00</sup>
<u>Value in Words</u>	Two Thousand Two Hundred Dollars				
425-1-565 C	Valley Gutter Inlet, Type F, <10', Partial (Contaminated Area)	2	EA	2,200. <sup>00</sup>	4,400. <sup>00</sup>
<u>Value in Words</u>	Four Thousand Four Hundred Dollars				
425-1-701 C	Valley Gutter Inlet, Type S, <10' (Contaminated Area)	2	EA	12,600. <sup>00</sup>	25,200. <sup>00</sup>
<u>Value in Words</u>	Twenty Five Thousand Two Hundred Dollars				
425-1-707 C	Valley Gutter Inlet, Type S, <10' (Conflict Structure) (Contaminated Area)	2	EA	12,400. <sup>00</sup>	24,800. <sup>00</sup>
<u>Value in Words</u>	Twenty Four Thousand Eight Hundred Dollars				
425-2-91	Manholes, J-8, <10'	2	EA	4,600. <sup>00</sup>	9,200. <sup>00</sup>
<u>Value in Words</u>	Nine Thousand Two Hundred Dollars				
425-2-91 C	Manholes, J-8, <10' (Contaminated Area)	5	EA	12,300. <sup>00</sup>	61,500. <sup>00</sup>
<u>Value in Words</u>	Sixty one Thousand Five Hundred Dollars				
425-2-101	Manholes, P-7, <10' (Conflict Structure)	1	EA	4,700. <sup>00</sup>	4,700. <sup>00</sup>
<u>Value in Words</u>	Forty Seven Hundred Dollars				
425-5-1	Adjustment of existing Utility Manholes to Remain	10	EA	315.00	3,150. <sup>00</sup>
<u>Value in Words</u>	Three Thousand one Hundred Fifty Dollars				
425-6 (A)	Adjustment of existing Utility Valves	17	EA	250.00	4,250. <sup>00</sup>
<u>Value in Words</u>	Four Thousand Two Hundred Fifty Dollars				
425-6 (B)	Replacement of existing Utility Water Meters	8	EA	350. <sup>00</sup>	2,800. <sup>00</sup>
<u>Value in Words</u>	Twenty Eight Hundred Dollars				
430-175-101	Pipe Culvert, Optional Material, Round, (0"-24" S/CD)	430	LF	110. <sup>00</sup>	47,300. <sup>00</sup>



<u>Value in Words</u>	Forty Seven Thousand Three Hundred Dollars				
430-175-101	Pipe Culvert, Optional Material, Round, (0"-24" S/CD) (Contaminated Area)	1,410	LF	305.00	430,050.00
<u>Value in Words</u>	Four Hundred Thirty Thousand Fifty Dollars				
443-70-3	French Drain, (18")	695	LF	138.00	95,910.00
<u>Value in Words</u>	Ninety Five Thousand Nine Hundred Ten Dollars				
515-1-2	Pipe Handrail - Guiderail (Aluminum)	722	LF	34.00	24,548.00
<u>Value in Words</u>	Twenty Four Thousand Five <sup>Hundred</sup> Forty Eight Dollars				
520-1-10	Concrete Curb and Gutter Type F	5,658	LF	29.00	164,092.00
<u>Value in Words</u>	one Hundred Six Four Thousand Eighty Two Dollars				
520-2-4	Concrete Curb Type D	1,630	LF	24.30	39,609.00
<u>Value in Words</u>	Thirty Nine Thousand Six Hundred Nine Dollars				
522-1	Concrete Sidewalk (4") (including Pedestrian Ramps)	2,878	SY	46.30	133,251.40
<u>Value in Words</u>	one Hundred Thirty Three Thousand Two Hundred Fifty Four Dollars <sup>40 cent</sup>				
522-2	Concrete Sidewalk (6")	765	SY	65.10	49,801.50
<u>Value in Words</u>	Forty Nine Thousand Eight Hundred and one Dollar <sup>50 cent</sup>				
570-1-2	Performance Turf (SOD)	2,038	SY	5.35	10,903.30
<u>Value in Words</u>	Ten Thousand Nine Hundred Three Dollars <sup>30 cent</sup>				
580-1-1	Landscape	1	LS	3,300.00	3,300.00
<u>Value in Words</u>	Three Thousand Three Hundred Dollars				
700-20-11	Single Post Sign (Less Than 12 SF)	27	AS	226.00	6,102.00
<u>Value in Words</u>	Six Thousand one Hundred Two Dollars				
700-20-60	Single Post Sign Remove	20	AS	11.30	226.00
<u>Value in Words</u>	Two Hundred Twenty Six Dollars				
706-3	Reflective Pavement Markers	98	EA	5.35	524.30
<u>Value in Words</u>	Five Hundred Twenty Four Dollars <sup>30 cent</sup>				
711-11-111	Thermoplastic Solid Traffic Stripe (6" White)	1,082	NM	4,075.00	4,409.50

<u>Value in Words</u>	Four Thousand Four Hundred Nine Dollars 15 cent				
711-11-122	Thermoplastic Solid Traffic Stripe (8" White)	39	LF	1.05	40.95
<u>Value in Words</u>	Forty Dollars Ninety Five Cents				
711-11-123	Thermoplastic Solid Traffic Stripe (12" White)	624	LF	1.70	1,060.80
<u>Value in Words</u>	One Thousand Sixty Dollars 80 cent				
711-11-124	Thermoplastic Solid Traffic Stripe (18" White)	28	LF	2.35	65.80
<u>Value in Words</u>	Six five Dollars and 80 cent				
711-11-125	Thermoplastic Solid Traffic Stripe (24" White)	720	LF	3.25	2,340.00
<u>Value in Words</u>	Two Thousand Three Hundred Forty Dollars				
711-11-151	Thermoplastic (2-4 Skip) 6" White	276	LF	.80	220.80
<u>Value in Words</u>	Two Hundred Twenty and 80 cent				
711-11-160	Pavement Message	17	EA	225.00	3,825.00
<u>Value in Words</u>	Three Thousand Eight Hundred Twenty Five Dollars				
711-11-170	Pavement Arrow	16	EA	46.00	736.00
<u>Value in Words</u>	Seven Hundred Thirty six Dollars				
711-11-211	Thermoplastic Solid Traffic Stripe (6" Yellow)	0.189	NM	4,075.00	770.18
<u>Value in Words</u>	Seven Hundred Seventy Dollars 18 cent				
711-11-231	Thermoplastic Skip (10-30) Traffic Stripe (6" Yellow)	0.441	GM	1,58.00	696.78
<u>Value in Words</u>	Six Hundred Ninety Six Dollars 78 cent				
1050-11-224	Utility Pipe, F & I, PVC Water, 8"-19.9"	20	LF	95.00	1,900.00
<u>Value in Words</u>	Nineteen Hundred Dollars				
1055-11-214	Utility Fitting, F & I, OVC Elbow, 8"-19.9"	4	EA	187.00	748.00
<u>Value in Words</u>	Seven Hundred Forty Eight Dollars				
1080-11-409	Utility Fitting, F & I, Mech Joint Restrain, 8"-19.9"	2	EA	130.00	260.00
<u>Value in Words</u>	Two Hundred Sixty Dollars				
1644-800	Fire Hydrant, Relocate	2	EA	670.00	1,340.00

<u>Value in Words</u>	One Thousand Three Hundred Forty Dollars				
A-1	Allowances	1	LS	\$50,000	\$50,000
<u>Value in Words</u>	Fifty Thousand Dollars				

**Additive/ Alternative Item\***

A-2	Bus Shelter	4	EA	9,000 <sup>ea</sup>	36,000 <sup>ea</sup>
<u>Value in Words</u>	Thirty Six Thousand Dollars				
A-3	Yellow Reflective Paint (To be installed at the proposed Curbs where parking is not permitted)	3000	LF	.90	2,700 <sup>ea</sup>
<u>Value in Words</u>	Twenty Seven Hundred Dollars				

\*please refer to bid item note #2

**BASE BID AMOUNT**      \$ 2,686,659.78

**BASE BID AMOUNT (IN WORDS)** Two Million Six Hundred Eighty Six Thousand Six Hundred Fifty Nine Dollars Seventy Eight Cent.

**Bid Item Notes:**

1. 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.
2. Bid Item A-2 Bus shelter, 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 02800 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.)

Underground Work

Pipe Work

Project Management

Soil Disposal

Supply Material

\$1,209,000<sup>00</sup>

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 work  
Portion of Work

Bella or 3C  
Name

Key West / Miami FL  
Street City State Zip

CAR Contractor  
Portion of Work

Handex  
Name

Miami FL  
Street City State Zip

Asphalt  
Portion of Work

General or Community  
Name

Miami FL  
Street City State Zip

Surveying  
Portion of Work

Totton  
Name

Naples FL  
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>Secretary / Treasurer</u>
<u>Dan Higgins</u> <u>William Higgins</u> <u>James Sweet</u>	<u>Vice-President</u>
<u>Kelly Wilkie</u>	

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
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 29th day of February, 2012.

(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><b>Project Name:</b> City County Flow Swap</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering 3301 East Tamiami Trail, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b> Agnoll, Barber and Brundage 7400 Trail Blvd. Naples, Florida 34102 Dominic Amico</p> <p><b>Contract Date:</b> <b>Final Contract Amount:</b> <b>Completion Date:</b> <b>Project Description:</b> Installation of force main, MDV's and valve vaults to two locations which would allow bypass from Collier County to the City of Naples.</p>	<p><b>Project Name:</b> Collier County Justice Center</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Facilities Management Department 3301 East Tamiami Trail Naples, Florida 34112 John Clements</p> <p><b>Engineer - Address - Phone:</b> Q, Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><b>Contract Date:</b> \$81,950.00 <b>Final Contract Amount:</b> \$141,568.41 <b>Completion Date:</b> August, 2009 <b>Project Description:</b> 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><b>Project Name:</b> Pump Station S-6 Gearbox Replacement</p> <p><b>Owner - Address - Project Manager - Phone:</b> South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Gerard Flynn</p> <p><b>Engineer - Address - Phone:</b> South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33408 Michael Millares</p> <p><b>Contract Date:</b> December 3, 2009 <b>Final Contract Amount:</b> \$2,191,945.00 <b>Completion Date:</b> May 2010 <b>Project Description:</b> Replacement of three massive gearboxes for three 84" Gas Engine driven Vertical Turbine Pumps.</p>	<p><b>Project Name:</b> Cove Stormwater Pump Station Imp.</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 (239) 213-5000</p> <p><b>Engineer - Address - Phone:</b> AECOM 4415 Metro Parkway Suite 404 Fort Myers, Florida 33916 (239) 278-7996</p> <p><b>Contract Date:</b> 2/4/09 Award, 3/16/09 NTP <b>Final Contract Amount:</b> \$2,778,000.00 <b>Completion Date:</b> 2/8/10 (Contract) <b>Project Description:</b> Replacement of large Vertical Turbine Pumps. Installation of a large, below grade and water table, cast in place structure which included gates, an 80" bypass pipe, a trash rake. Project also included significant Electrical &amp; Instrumentation</p>
<p><b>Project Name:</b> Master Pump Station 305 Rehabilitation</p> <p><b>Owner - Address - Project Manager:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar.</p> <p><b>Engineer - Address:</b> Q, Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p><b>Contract Date:</b> August 11, 2008 <b>Final Contract Amount:</b> \$444,000.00 <b>Completion Date:</b> January 16, 2009 <b>Project Description:</b> Fully rehab 2300 GPM Master Pump Station</p>	<p><b>Project Name:</b> Water Reuse Piping Modifications / Reuse System Upgrade</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p><b>Engineer:</b> Metcalfe and Eddy</p> <p><b>Contract Date:</b> February 10, 2008 <b>Final Contract Amount:</b> \$649,171.67 <b>Completion Date:</b> November 2008 <b>Project Description:</b> 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><b>Project Name:</b> CAT Operations &amp; Administration Center Pump Station and Force Main Connection</p> <p><b>Owner - Address - Project Manager:</b> Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p><b>Engineer:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p><b>Contract Date:</b> February 14, 2008 <b>Final Contract Amount:</b> \$133,673.04 <b>Completion Date:</b> May 1, 2008 <b>Project Description:</b> Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.</p>	<p><b>Project Name:</b> San Marco Master Lift Station</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p><b>Engineer - Address - Phone:</b></p> <p><b>Contract Date:</b> January 2, 2008 <b>Final Contract Amount:</b> \$833,615.61 <b>Completion Date:</b></p> <p><b>Project Description:</b> Construct new 800 GPM Master Lift Station</p>
<p><b>Project Name:</b> Irrigation Quality Water Project</p> <p><b>Owner - Address - Project Manager:</b> Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p><b>Engineer - Address - Phone:</b> Anchor Engineering</p> <p><b>Contract Date:</b> March 14, 2007 <b>Final Contract Amount:</b> \$1,213,474.52 <b>Completion Date:</b> January 15, 2008</p> <p><b>Project Description:</b> Irrigation improvements at Collier County Government Complex. Work was coordinated with an operating complex and interruptions were minimized or eliminated.</p>	<p><b>Project Name:</b> Golden Gate WWTP and Injection Pump Station</p> <p><b>Owner - Address - Project Manager - Phone:</b> Florida Governmental Utility Authority 280 Welkva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><b>Engineer - Address - Phone:</b> Arcadis 4307 Vineland Road Suite H-20 Orlando, Florida 32811 407-236-5700</p> <p><b>Contract Date:</b> <b>Final Contract Amount:</b> <b>Completion Date:</b></p> <p><b>Project Description:</b> 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><b>Project Name:</b> Treeline Master Pump Station</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p><b>Engineer - Address - Phone:</b> Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouieaud (239) 334-0046</p> <p><b>Contract Date:</b> July 1, 2008 <b>Final Contract Amount:</b> \$1,043,805.00 - Not Final <b>Completion Date:</b> February, 2009 <b>Project Description:</b> 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><b>Project Name:</b> PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p><b>Owner - Address - Project Manager - Phone:</b> South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p><b>Engineer - Address - Phone:</b> South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Terl Swartz</p> <p><b>Contract Date:</b> April 10, 2008 <b>Final Contract Amount:</b> \$3,947,723.00 <b>Completion Date:</b> July 2010 <b>Project Description:</b> 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.  
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<p><b>Project Name:</b> Gateway Triangle Stormwater Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34 239-252-8192 Shane Cox</p> <p><b>Engineer - Address:</b> HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p><b>Contract Date:</b> November 5, 2007 <b>Final Contract Amount:</b> \$1,021,336.78 <b>Completion Date:</b> July 28, 2008</p> <p><b>Project Description:</b> 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><b>Project Name:</b> Marco Island North Barfield &amp; North Marco Sanitary Sewer District</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><b>Engineer - Address - Phone:</b> Boya Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><b>Contract Date:</b> March 1, 2007</p> <p><b>Final Contract Amount:</b> North Marco \$4,644,808.99 North Barfield \$7,270,729.37</p> <p><b>Completion Date:</b> North Marco May 11, 2008 North Barfield March 24, 2008</p> <p><b>Project Description:</b> New wastewater collection system installed to replace existing septic tanks. Work included gravity sewer, forcemain, transmission main, pump stations, road restoration, etc.</p>
<p><b>Project Name:</b> NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p><b>Owner - Address - Project Manager:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Duerf</p> <p><b>Engineer - Address - Phone:</b> Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p><b>Contract Date:</b> September 17, 2007 <b>Final Contract Amount:</b> \$336,412.49 <b>Completion Date:</b> June 17, 2008</p> <p><b>Project Description:</b> Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p>	<p><b>Project Name:</b> Rehabilitation of Master Pump Station 315</p> <p><b>Owner - Address - Project Manager:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><b>Contract Date:</b> November 16, 2007 <b>Final Contract Amount:</b> \$765,823.34 <b>Completion Date:</b> June 3, 2008</p> <p><b>Project Description:</b> Full rehab 800 GPM Master Pump Station</p>
<p><b>Project Name:</b> Rehabilitation of Master Pump Station 318</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p><b>Contract Date:</b> October 9, 2007 <b>Final Contract Amount:</b> \$789,070.59 <b>Completion Date:</b> June 10, 2008</p> <p><b>Project Description:</b> Fully rehab 3000 GPM Master Pump Station</p>	<p><b>Project Name:</b> NCRWTP Chemical Laboratory Ventilation Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p><b>Engineer - Address - Phone:</b> TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p><b>Contract Date:</b> March 13, 2007 <b>Final Contract Amount:</b> \$749,367.67 <b>Completion Date:</b> November 30, 2008</p> <p><b>Project Description:</b> Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p>

DOUGLAS N. HIGGINS, INC.  
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<p><b>Project Name:</b> Connection to Water Main - Marco Shores</p> <p><b>Owner - Address - Project Manager:</b> City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p><b>Engineer - Address - Phone:</b></p> <p><b>Contract Date:</b> April 26, 2007 <b>Final Contract Amount:</b> \$188,000.00 <b>Completion Date:</b> August 31, 2007 <b>Project Description:</b> Watermain connection at Marco Shores.</p>	<p><b>Project Name:</b> Collier County NCRWTP AND SCRWTP Sand Separators</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities 3301 East Tamiami Trail Naples, Florida 34112 Diana Duerf</p> <p><b>Engineer - Address - Phone:</b> Hazen and Sawyer</p> <p><b>Contract Date:</b> August 1, 2008 <b>Final Contract Amount:</b> In progress <b>Completion Date:</b> In progress <b>Project Description:</b> Procurement and installation of two automatic self-cleaning sand separators (custom built in Germany) including stainless steel piping, valves, instruments and control panels. Installation of system, which included two, three-chamber pump stations, submersible pumps, venturi flowmeters, etc.</p>
<p><b>Project Name:</b> SCRWTP Raw Water Transmission Main &amp; Appurtenances for Raw Water Wells 39S, 40S, 41S &amp; 42S</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schait</p> <p><b>Engineer - Address - Phone:</b> Hazen &amp; Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p><b>Contract Date:</b> September 26, 2006 <b>Final Contract Amount:</b> \$1,884,000.00 <b>Completion Date:</b> April 11, 2007 <b>Project Description:</b> Installed 3500 lf of 16-inch HDPE raw water transmission main along with four new raw water wells. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.</p>	<p><b>Project Name:</b> Decommissioning of Pelican Bay Wastewater Treatment Plant</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b> Hazen and Sawyer 2101 Corporate Boulevard, Suite 303 Boca Raton, Florida 33431 Kurt Pfeiffer 561-997-8070</p> <p><b>Contract Date:</b> February 8, 2006 <b>Final Contract Amount:</b> \$72,500.00 <b>Completion Date:</b> July 30, 2006 <b>Project Description:</b> Decommissioning of an abandoned Wastewater Treatment Plant</p>
<p><b>Project Name:</b> Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p><b>Owner - Address - Project Manager:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p><b>Engineer - Address - Phone:</b> Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Payer 800-649-4536</p> <p><b>Contract Date:</b> March 30, 2006 <b>Final Contract Amount:</b> \$162,723.43 <b>Completion Date:</b> February 28, 2007 <b>Project Description:</b> Fire and Irrigation Improvements for the Ritz Carlton. Work was coordinated to maintain fire safety at all times.</p>	<p><b>Project Name:</b> Reclaimed Water Aquifer Storage and Recovery</p> <p><b>Owner - Address - Project Manager:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p><b>Engineer - Address:</b> Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p><b>Contract Date:</b> April 6, 2006 <b>Final Contract Amount:</b> \$4,658,515.28 <b>Completion Date:</b> June 6, 2007 <b>Project Description:</b> Installed a deep injection well for the storage of reclaimed water coming from Collier County water treatment plants. The Owner will have full capability to recover this reclaimed water for market and/or use for their own irrigation needs.</p>

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

<p><b>Project Name:</b> Tigerfall Sewer District Wastewater Collection System Expansion</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><b>Engineer - Address - Phone:</b> Boyle Engineering 4415 Mistro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p><b>Contract Date:</b> March 7, 2006 <b>Final Contract Amount:</b> \$2,920,703.33 <b>Completion Date:</b> December 21, 2006</p> <p><b>Project Description:</b> New wastewater collection system including gravity sewer, forcemain, transmission mains, laterals, pump stations, and complete road restoration</p>	<p><b>Project Name:</b> Pads for MBR and Equipment</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><b>Engineer - Address - Phone:</b> CDM 9311 Collage Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><b>Contract Date:</b> March 13, 2006 <b>Final Contract Amount:</b> \$183,000.00 <b>Completion Date:</b> May 13, 2006</p> <p><b>Project Description:</b> Four structural concrete slabs.</p>
<p><b>Project Name:</b> Rosemary Park Paving &amp; Drainage Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><b>Contract Date:</b> April 5, 2006 <b>Final Contract Amount:</b> \$831,805.33 <b>Completion Date:</b> November 1, 2006</p> <p><b>Project Description:</b> Drainage improvements with RCP pipe and concrete structures.</p>	<p><b>Project Name:</b> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><b>Engineer - Address:</b> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><b>Contract Date:</b> May 2, 2006 <b>Final Contract Amount:</b> \$193,287.00 <b>Completion Date:</b> July 19, 2006</p> <p><b>Project Description:</b> Drainage improvements with RCP and concrete structures.</p>
<p><b>Project Name:</b> Dorch Ave. Drainage &amp; Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><b>Contract Date:</b> March 15, 2006 <b>Final Contract Amount:</b> \$318,400.50 <b>Completion Date:</b> August 1, 2006</p> <p><b>Project Description:</b> Drainage improvements with RCP pipe and concrete structures.</p>	<p><b>Project Name:</b> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><b>Owner - Address - Project Manager - Phone:</b> Florida Governmental Utility Authority 280 Wekiva Springs Road, Suite 203 Longwood, Florida 32779</p> <p><b>Engineer - Address - Phone:</b> Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p><b>Contract Date:</b> June 15, 2006 <b>Final Contract Amount:</b> \$2,884,382.00 <b>Completion Date:</b> April 2007</p> <p><b>Project Description:</b> 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><b>Project Name:</b> Pump Station 109 and 113 Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sridhar</p> <p><b>Engineer - Address - Phone:</b> Q. Grady Minor &amp; Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p><b>Contract Date:</b> February 8, 2006 <b>Final Contract Amount:</b> \$ 1,229,561.25 <b>Completion Date:</b> September 29, 2006</p> <p><b>Project Description:</b> New Pump Station &amp; Complete Pump Station Rehab. Work included bypass pumping, structural concrete, precast concrete, electrical/instrumentation, and mechanical.</p>	<p><b>Project Name:</b> Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements</p> <p><b>Owner - Address - Project Manager - Phone:</b> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><b>Engineer - Address - Phone:</b> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><b>Contract Date:</b> May 23, 2006 <b>Final Contract Amount:</b> \$9,767,283.47 <b>Completion Date:</b> January 17, 2007</p> <p><b>Project Description:</b> Included in similar project section</p>
<p><b>Project Name:</b> Appurtenances For Wells RD 101N and 102N</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schait</p> <p><b>Engineer - Address - Phone:</b> Hazen &amp; Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz</p> <p><b>Contract Date:</b> May 24, 2005 <b>Final Contract Amount:</b> \$597,000.00 <b>Completion Date:</b> January 27, 2006</p> <p><b>Project Description:</b> Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation</p>	<p><b>Project Name:</b> Construction of Wells 35 &amp; 36</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Howard Brogdon</p> <p><b>Engineer - Address - Phone:</b> Camp Dresser &amp; McKee, Inc. 9311 College Parkway, Suite 1 Fort Myers, Florida 33919 Adam Sobolewski 239-432-9494</p> <p><b>Contract Date:</b> August 18, 2005 <b>Final Contract Amount:</b> \$998,980.97 <b>Completion Date:</b> January 30, 2006</p> <p><b>Project Description:</b> Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation</p>
<p><b>Project Name:</b> 12th Avenue Interconnect Booster PS</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schait</p> <p><b>Engineer - Address - Phone:</b> Hazen and Sawyer 1905 South 25th Street, Suite 103 Fort Pierce, Florida 34947 Albert Muniz</p> <p><b>Contract Date:</b> August 8, 2005 <b>Final Contract Amount:</b> \$1,083,000.00 <b>Completion Date:</b> October 31, 2006</p> <p><b>Project Description:</b> New Wellified Booster Pump Station including structural concrete, a precast building, mechanical piping, major electrical and instrumentation.</p>	<p><b>Project Name:</b> NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds</p> <p><b>Owner - Address - Project Manager - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Gulian</p> <p><b>Engineer - Address - Phone:</b> Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Gulian</p> <p><b>Contract Date:</b> March 1, 2005 <b>Final Contract Amount:</b> \$354,817.00 <b>Completion Date:</b> September 14, 2005</p> <p><b>Project Description:</b> Clean out existing filter beds, paint, and install new filter sand.</p>

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

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

**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.: EN-1004  
F.A.P. NO.:  
PARCEL NO.:  
COUNTY OF:  
BID LETTING OF: February 29, 2012

I, Kelly A. Wilkie, hereby  
declare that I am Vice-President of Douglas N. Higgins, Inc.  
Of Ann Arbor, Michigan

(NAME)  
(TITLE)  
(CITY AND STATE)  
(FIRM)

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

I further declare that:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

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

CONTRACTOR: DOUGLAS N. ~~AR~~ <sup>AR</sup> GINS, INC.

BY: Kelly A. Wilkie Vice-President WITNESS: Paul J. Wilkie  
NAME AND TITLE PRINTED

BY: Kelly A. Wilkie WITNESS: R. Suzanne Hawker  
SIGNATURE

Executed on this 29th day of February, 2012

**FLORIDA BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

Douglas N. Higgins, Inc.

hereinafter called the PRINCIPAL, and Hartford Fire Insurance Company

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

having its principal place of business at One Hartford Plaza, T-4, Hartford, CT

06155 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, GLYNN ARCHER DRIVE/ 14TH STREET ROADWAY RECONSTRUCTION (ROOSVELT BLVD. TO FLAGLER AVE.), 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, GLYNN ARCHER DRIVE/ 14TH STREET ROADWAY RECONSTRUCTION

(ROOSVELT BLVD. TO FLAGLER AVE.), 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 29th day of February, 2012.

PRINCIPAL Douglas N. Higgins, Inc.

By Kelly A. Wilkie  
Kelly A. Wilkie, Vice President

SURETY Hartford Fire Insurance Company

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

Dale A. Ben

Dale A. Ben  
FL Resident Agent  
Sethin & Co. 2001 NW 37th Ave  
Miami, FL 33172 305 591 7000

\*\*\*\*\*

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
One Hartford Plaza  
Hartford, Connecticut 06155

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 35-350851

- 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:**

*Heather M. Johnson, Joel E. Speckman, Terri Mahakian, David Harlock*  
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.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of November, 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 February 29, 2012.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

**ANTI-KICKBACK AFFIDAVIT**

MICHIGAN  
STATE OF FLORIDA )  
WASHTENAW : SS  
COUNTY OF MONROE )

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

By: Kelly A. Wilkie

Sworn and subscribed before me this 29th day of February, 2012

Michigan  
NOTARY PUBLIC, State of Florida at Large

*R. Suzanne Hawker*

My Commission Expires:

R. SUZANNE HAWKER  
Notary Public, Washtenaw County, MI  
My Commission Expires Mar 7, 2017

R. SUZANNE HAWKER  
Notary Public, Washtenaw County, MI  
My Commission Expires Mar 7, 2017

\*\*\*\*\*

**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 Glynn Archer Drive / 14th Street Roadway Reconstruction from Roosevelt Blvd to Flaqler Avenue Project EN-1004
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 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)  
February 29, 2012  
(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 29<sup>th</sup> day of February, 2012.

My commission expires:  
**R. SUZANNE HAWKER**  
Notary Public, Washtenaw County, MI  
My Commission Expires Mar 7, 2017

R. Suzanne Hawker  
NOTARY PUBLIC





# Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

August 11, 2011

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 9/30/2012. However, the new application is due 7/31/2012.

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.

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

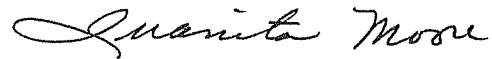
**FDOT APPROVED WORK CLASSES:**  
DRAINAGE, GRADING

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

DOUGLAS N. HIGGINS, INC.  
August 11, 2011  
Page two

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,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager  
Contracts Administration Office

JM:cj



# Contractor Pre-Qualification (CPQ)

Logout DANH@DNHIGGINS.COM



Home

[Update Work Underway](#)

[Help](#)

## Annual Application

8/15/2011 4:10:49 PM EST

- [Vendor](#) [Stakeholders](#) [Affiliates](#) [Work Classes](#) [Financial](#) [Contracts](#) [Manage](#)
- [Attach Financial Statements](#) [Additional Documentation](#) [Submit](#) [Application Summary](#)

**Vendor Number:** F381807765002

**Name:** DOUGLAS N. HIGGINS, INC.

**Application Status:** APPROVED

**Fiscal Year End Date:** 3/31/2011 **Application Due Date:** 7/31/2011

<b>Adjusted Current Ratio:</b>	2		
<b>Ability Score:</b>	82	<b>Surety Multiplier:</b>	3.8
<b>Ability Factor:</b>	8	<b>Calculated Maximum Bid Capacity:</b>	\$ 587,800,000.00
<b>Adjusted Net Worth:</b>	\$ 36,736,223.00		

Document	Mailed	Received	Attached
Audited Financial Statements	7/19/2011	7/19/2011	N/A
Affidavit	7/19/2011		AFFIDAVIT.PDF <span style="border: 1px solid black; padding: 2px;">Request Document</span>
Equipment	7/19/2011		
Surety Letter			
Letters of Recommendation			
Audited Financial Statements	N/A	N/A	20110719143416692.PDF <span style="border: 1px solid black; padding: 2px;">Request Document</span>
Additional Document	N/A	N/A	

Event	Date	Comment
APPLICATION CREATED	3/29/2011	
APPLICATION SUBMITTED	7/19/2011	NO COMMENT SUBMITTED
ADDITIONAL INFO REQUESTED	7/20/2011	APPLICATION CANNOT BE ACCEPTED UNTIL AFFIDAVIT HAS BEEN RECEIVED BY CAO. PLEASE ATTACH EQUIPMENT LIST AND AFFIDAVIT AND RESUBMIT
REQUEST FOR ADDTL INFO ATTCHD	8/9/2011	
APPLICATION SUBMITTED	8/9/2011	NO COMMENT SUBMITTED
APPLICATION ACCEPTED	8/9/2011	
APPLICATION APPROVED	8/10/2011	YOUR APPLICATION HAS BEEN APPROVED. IF APPLICABLE, A SIGNED CERTIFICATE OF QUALIFICATION WILL BE MAILED TO YOUR HOME OFFICE. YOU CAN ACCESS YOUR FIRM'S MAXIMUM BID CAPACITY AND APPROVED WORK CLASSES ON THE CAPACITY AND WORK CLASS TABS OF THE APPLICATION.



**FLORIDA DEPARTMENT OF TRANSPORTATION**  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)  
 Send Prequalification Questions or Comments to [Contracts Administration Office](#)  
[Internet Privacy Policy, Disclaimers & Credits](#)



# *State of Florida*

## *Department of State*

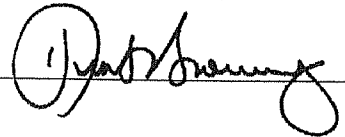
I certify from the records of this office that DOUGLAS N. HIGGINS INC. is a corporation organized under the laws of Michigan, authorized to transact business in the State of Florida, qualified on August 1, 1973.

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 17, 2012, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the  
Eighteenth day of January, 2012*



*Secretary of State*



Authentication ID: 000218635270-011812-830666

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

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



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

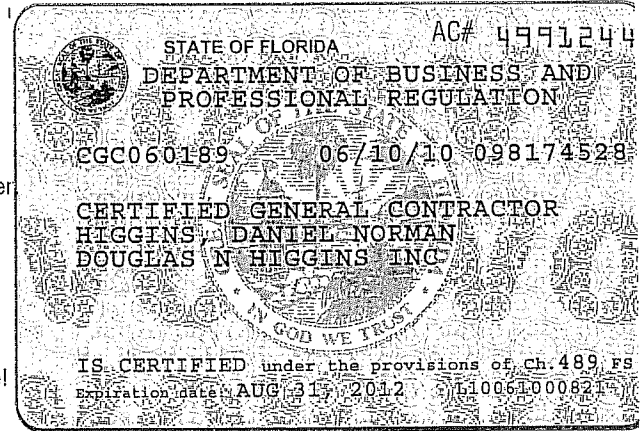
(850) 487-1395

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.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.



DETACH HERE

AC# 4991244

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000821

Table with 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

**CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

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

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

CONTRACTOR: Douglas N. Higgins Inc. SEAL:  
3390 TRAVIS POINTE Rd. Suite A  
Ann Arbor, MI 48108  
Address  
Kelly A. Wilkie  
Signature  
Kelly A. Wilkie  
Print Name  
Vice-President  
Title

DATE: February 29, 2012

**PROHIBITED INTERESTS FORM AND NOTICE**

I Kelly A. Wikke 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.

Kelly a. Wikke  
Signature



## 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. | Bid submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, 1 copies and 2 flash drives. | [ ]   |
| 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: EN-1004 GLYNN ARCHER DRIVE/ 14TH STREET ROADWAY  
RECONSTRUCTION (ROOSEVELT BLVD. TO FLAGLER AVE.),  
Office of the City Clerk  
3126 Flagler Avenue  
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: \_\_\_\_\_

---

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**PART 2**  
CONTRACT FORMS

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**CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012,  
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 GLYNN ARCHER DRIVE/ 14TH STREET ROADWAY RECONSTRUCTION (ROOSEVELT BLVD. TO FLAGLER AVE.) EN-1004, Key West, Florida to the extent of the Proposal made by the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2012, 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 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 then \$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

As agreed on page 17 of the "Proposal", the construction of the project, in all respects, shall be fully completed within one hundred and twenty (120) consecutive calendar days.

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

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012.

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

**PAYMENT 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

\_\_\_\_\_ and  
with offices at \_\_\_\_\_  
a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound 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, and 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 for \_\_\_\_\_ attached hereto, with the CITY, dated \_\_\_\_\_, 20\_\_\_\_\_, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, 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 specifically mentioned herein and relative hereto, 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 shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.



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  
City Hall Annex  
PO Box 1409  
Key West, FL 33041

Date Applied \_\_\_\_\_

License # \_\_\_\_\_  
Phone 305-809-3955  
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 305-470-5001 myflorida.com
- \_\_\_\_ Commercial garbage Waste Mgmt 296-8297 / 797-3312
- \_\_\_\_ Lease or deed
- \_\_\_\_ State License DBPR 850-487-1395 / Dept Ag 305-470-6900
- \_\_\_\_ Home occupation application
- \_\_\_\_ Fictitious Name registration sunbiz.org                      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:

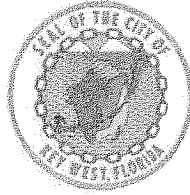
***BUSINESS NAME***

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



City of Key West

P.O. Box 1409

Key West, FL 33041

**Notice of Award**

Date

Project Number: EN-1004

File: II F

Owner City of Key West  
Company City of Key West  
Address Office of the City Clerk  
Address City of Key West P.O. Box 1409  
Key West, FL 33041-1409

Project Name: GLYNN ARCHER DRIVE/ 14TH STREET ROADWAY RECONSTRUCTION, ROOSEVELT BLVD. TO FLAGLER AVE.

Dear:

At a meeting of the City of Key West Commission held on \_\_\_\_\_, 2012, **COMPANY NAME** was awarded the contract for **the Glynn Archer Drive/ 14th Street Roadway Reconstruction, Roosevelt Blvd. to Flagler Ave.** The total Contract amount shall not exceed \$ \_\_\_\_.

*Enclosed please find six copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by **DATE**. Also, you need to be mobilized on **DATE**, and remit a bill to the City of Key West by **DATE**.*

The Certificate of Insurance must be attached to the documents; one original and two copies are acceptable.

Powers – of – Attorney must be submitted in each bond document, an original and two copies are permissible.

A copy of your City of Key West Business License Tax Receipt must be attached.

Sincerely,

Project Manager  
cc: Cheri Smith, City Clerk  
Project File

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

GLYNN ARCHER DRIVE/ 14TH STREET ROADWAY RECONSTRUCTION  
(ROOSEVELT BLVD. TO FLAGLER AVE.)

DATE OF ISSUANCE \_\_\_\_\_

---

OWNER City of Key West

OWNER'S CONTRACT NO. EN-1004

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: EN-1004

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**PROJECT: Glynn Archer Drive/ 14th Street Roadway Reconstruction (Roosevelt Blvd. to Flagler Ave)**

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

**Glynn Archer Drive/ 14<sup>th</sup> Street Roadway Reconstruction**

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

706-470-38  
CONSTRUCTION  
1007

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION OF SUBLET WORK**

TO: THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Date:	
Request No.:	
FAP No.:	
Fin. Proj. ID:	
Cont. No.:	
County:	
Total Contract Amount	
Total Work	

General Info	
Prime Contractor	
FEID #	

Contractor \_\_\_\_\_ (See)

By: \_\_\_\_\_ IF CORPORATION, AFFIX SEAL

Address \_\_\_\_\_

Subcontractor Name	FEID #	Subcontract to Whom	Work Description	Total Amt Sublet	Total Amt
Total					

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (Print name of person signing Certification)

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_  
Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

All permit provisions and requirements of the prime contract including but not limited to Required Contract Provisions Federal Aid Construction Contracts (FHWA-1273) and Special Provisions - Specific Equal Opportunity Responsibilities (Per 23 CFR-658) of Federal-Aid Policy Guidelines will be part of the subcontract. It is agreed that an Excuse or a certified copy of the subcontract will be submitted upon request to the State of Florida Department of Transportation. All sublets will be in certified compliance with all Contractor provisions and that the Contractor will continue to perform the minimum percentage of Contract work with its own organization, as required by said Contract. It is acknowledged and agreed that, as prime contractor, the undersigned remains responsible for the proper performance of all requirements of said contract does not relieve or reduce the undersigned and his surety or other of them of any liability under the contract bond. The Contractor shall send a copy of this form to the subcontractor's sublessee with a copy of FHWA-1273 (on Federal-Aid Projects) and the Surety Company. The Prime contractor shall furnish a list of individuals, obtained or supplied by the FHWA of the Department, are not being issued as subcontractors.

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 and all civil and criminal penalties available pursuant to applicable Federal and State Law.

**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: Glynn Archer Drive/ 14th Street Roadway Reconstruction  
Project No. EN-1004

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:

Certificate of Final Payment (PAGE 2)

ACCEPTED BY:

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

Owner

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**Page left blank**



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**PART 3**

CONDITIONS OF THE CONTRACT

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## 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. CONSTRUCTION ENGINEER**

The person or organization identified as such in the Contract Documents. The Term "Engineer" means Construction Engineer or his authorized representative. This person or organization should be responsible for directing, inspecting, rejecting and approving all construction activities, equipment and materials in order to

comply with the plans and specifications prepared by the Engineer of Record.

**10. ENGINEER OF RECORD**

The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications.

**11. 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.

**12. 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.

**13. OWNER**

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

**14. PLANS (See Drawings)**

**15. 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.

**16. NOTICE TO PROCEED**

A written notice given by the Owner to the Contractor (with a copy to the Engineer and the Engineer of Record) 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.

**17. 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.

## **18. 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**

### **19. 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, Engineer of Record, 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, Engineer of Record, 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.

### **20. DISCREPANCIES AND OMISSIONS**

Any discrepancies or omissions found in the Contract Documents shall be reported in writing to the Engineer immediately as a "Request for Information" (RFI) document. If the Engineer is not able to answer the RFI, the Engineer will forward the RFI to the Engineer of Record which will ultimately clarify the discrepancies or omissions by responding in writing to the RFI, 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.

**21. 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 and/or Engineer of Record 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 and/ or Engineer of Record.

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

**22. 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, Engineer of Record 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.

**23. 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.

**24. ADDITIONAL CONTRACT DOCUMENTS**

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

**25. OWNERSHIP OF CONTRACT DOCUMENTS**

All portions of the Contract Documents, and copies thereof furnished by the Engineer and/ or the Engineer of Record are instruments of service for this project. They are not to be used on other work and are to be returned to the Engineer and/ or Engineer of Record on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the Engineer and or the Engineer of Record, will be at the risk of the user and without liability or legal expense to the Engineer and or Engineer of Record. Such user shall hold the Engineer and or the Engineer of Record 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 and or the Engineer of Record to further compensation at rates to be agreed upon by the user

and the Engineer and/ or Engineer of Record.

## **THE OWNER**

### **26. 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.

### **27. 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**

### **28. 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.

### **29. DUTIES AND RESPONSIBILITIES OF THE ENGINEER**

The Engineer or his representative 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 or his representative 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 or his representative 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 or his representative 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.

### **30. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES**

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

The Engineer or his representative, 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.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory", or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer or his representative, as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer or his representative, 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 this Article.

### **31. REJECTED WORK**

Any defective work or nonconforming materials or equipment that may be discovered at any time prior to expiration of the warranty period shall be removed and replaced by work which shall conform to the provisions of the Contract Documents. Any material condemned or rejected shall be removed at once from the project site.

Failure on the part of the Engineer or his representative, to condemn or reject bad or inferior work or to note nonconforming materials or equipment on Contractor submittals shall not be construed to imply acceptance of such work. The Owner shall reserve and retain all of its rights and remedies at law against the Contractor and its Surety for correction of any and all latent defects discovered after the guarantee period.

### **32. LINES AND GRADES**

Lines and grades shall be established as provided in the supplementary conditions. All stakes, marks, and other reference information shall be carefully preserved by the Contractor, and in case of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, and other information shall be replaced at the Contractor's expense.

### **33. SUBMITTALS**

After checking and verifying all field measurements and after complying with applicable procedures specified in Division I, GENERAL REQUIREMENTS, Contractor shall submit to Engineer of Record, in accordance with the schedule for submittals for review, shop drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment), which shall bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submittal. All submittals shall be identified as Engineer of Record may require. The data shown shall be complete with respect to quantities, dimensions specified, performance and design criteria, materials, and similar data to enable Engineer of Record to review the information. Contractor shall also submit to Engineer of Record for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples shall have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the

review of the submission and shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each submittal with other submittals and with the requirements of the work and the Contract Documents.

At the time of each submission, Contractor shall give Engineer of Record specific written notice of each variation that the submittal may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Engineer of Record for review and approval of each variation.

Engineer of Record will review submittals with reasonable promptness, but Engineer of Record's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a 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 of Record, 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 of Record on previous submittals.

Engineer of Record'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 of Record's attention to each such variation at the time of submission and Engineer of Record 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 of Record 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 of Record's review and approval of the pertinent submission shall be at the sole expense and responsibility of the Contractor.

#### **34. DETAIL DRAWINGS AND INSTRUCTIONS**

The Engineer of Record will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, if, in the Engineer of Record'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**

#### **35. 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 and/ or Engineer of Record, nor shall the Contractor's Subcontractors or employees be subagents of the Owner or of the Engineer and/ or Engineer of Record.

##### **35. (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

### **36. 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 and/ or Engineer of Record.

### **37. 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, the Engineer and Engineer of Record, 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, the Engineer and Engineer of Record, 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 Engineer of Record, 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.

**38. INDEMNITY**

To the maximum extent permitted by law, the Contractor shall indemnify and defend the Owner, the Engineer of Record 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, the Engineer of Record or Engineer, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the Owner, the Engineer of Record 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.

**39. EXCLUSION OF CONTRACTOR CLAIMS**

In performing its obligations, the Engineer or the Engineer of Record 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 or Engineer of Record, 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.

#### **40. 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.

#### **41. 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.

#### **42. 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, The Engineer of Record 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.

#### **43. 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 or Engineer of Record, 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.

#### **44. 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.

**45. 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.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. 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 of Record 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 of Record will be the sole judge of the substituted article or material.

**51. 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 or his representative. 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, Engineer of Record 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 or his representative, 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.

## **52. 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, the Engineer of Record and the Engineer harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

## **53. 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.

## **54. 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, the Engineer of Record 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**

### **55. 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.

### **56. 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.

### **57. 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.

### **58. 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.

### **59. 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.

## **60. 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.

## **61. DELAYS AND EXTENSION OF TIME**

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner, the Engineer of Record 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.



**62. 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 and the Engineer of Record 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.

**63. 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.

**64. 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.

**65. 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.

**66. 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.

**67. 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.

**68. 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.

**69. 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.

**70. 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**

**71. 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.