

RESOLUTION NO. 09-296

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF CHARLEY TOPPINO & SONS, INC., FOR THE WHITE STREET STORMWATER PUMP STATION PROJECT IN AN AMOUNT NOT TO EXCEED \$1,645,000.00; PROVIDING FOR AN EFFECTIVE DATE

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

Section 1: That the bid of Charley Toppino & Sons, Inc. in an amount not to exceed \$1,645,000.00 is hereby awarded and the City Manager is authorized to enter into an agreement in conformity with the bid documents with the advice and consent of the city attorney.

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

Passed and adopted by the City Commission at a meeting held this 17 day of November, 2009.

Authenticated by the presiding officer and Clerk of the Commission on November 18, 2009.

Filed with the Clerk November 18, 2009.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

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TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager - Operations
Gary W. Bowman, General Services Director

FROM: Jay Gewin, Utilities Manager

DATE: October 30, 2009

RE: **Approval of a Bid of \$1,645,000 from Charley Toppino and Sons for the Construction of White St. Stormwater Pump Station**

ACTION STATEMENT:

This resolution will approve the low bid of \$1,645,000 from Charley Toppino and Sons for the White St. Stormwater Pump Station project. This total includes the acceptance of the \$131,000 bid deduction alternate option.

The City will be reimbursed for 65% of this project from US Army Corps of Engineers funding that was expedited through economic stimulus legislation. The resolution will also authorize any appropriate budget transfers to accommodate the project.

BACKGROUND:

In order to proactively address areas of local flooding and near shore water quality, the City has developed a Long Range Stormwater Utility Plan. The plan includes tying into existing drainage well systems and sediment control structures throughout the City.

In 2001, CH2M Hill designed four pump assisted stormwater stations, and updated the designs in 2009. During 2003, two of the pump assisted stations were constructed (Patricia & Ashby and North Duval); and the drainage wells and catch basin system were constructed for the White Street project. As funding assistance from the federal government has now become available, the City would like to complete the construction of the White Street Stormwater Pump Station project.

Due to the length of time that has elapsed from the original design, the existing design documents were updated for current building and electrical code requirements as well as current permitting requirements. In the design update from this year, the City has elected to install a permanent standby

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

generator, additional sediment removal devices, allow for a future emergency outfall connection and eliminate the chemical feed system that was in the original design.

Resolutions are currently before the City Commission to award a task order to CH2M Hill for Engineering Services for construction in the amount of \$104,124, and a task order to Perez Engineering & Development for Construction Administration Services in the amount of \$30,000.

PURPOSE & JUSTIFICATION:

The White St. Stormwater Pump Station will help reduce flooding in the White Street Drainage basin. Due to low elevations in this basin, the construction of gravity wells would be an ineffective means to address localized flooding.

Additionally, the anticipated environmental results include reducing potential health risks to beach bathers by reducing stormwater discharges to nearshore waters which may carry bacterial contamination or other pollutants.

On October 28, 2009, four bids for the project were opened in the City Clerk's office. Charley Toppino and Sons was the low bidder at \$1,776,000. The City will elect to accept the low bidder's bid deduction alternate discount of \$131,000, which will eliminate the inclusion of the emergency outfall valve system in the project.

OPTIONS:

1. Approve the contract authorizing the low bid to construct the White St. Stormwater Pump Station project. This will allow City to implement this project on an accelerated basis, and gives the City the best opportunity to utilize the federal stimulus grant money allocated to the project that will fund the entire amount of construction.
2. The City can decline the bids received and reissue the Invitation to Bid, or place the project on hold until the City decides it is ready to proceed with the project. The grant received for this project has deadlines associated with it, and delays could jeopardize these funds. The City must submit a final invoice for construction of this project by September 1, 2010 or federal stimulus funds could be lost. This option will forego potential improvements to mitigate neighborhood flooding and reduce stormwater discharges to nearshore waters.

FINANCIAL IMPACT:

The fees for this project will be funded through stormwater budget line item 402-3802-538-65/ST 0903. The low bid is within the budgeted amount of the project.

The Army Corps of Engineers will reimburse the City for 65% of the cost of this project through federal funding that was expedited through the stimulus legislation. The City will pay the remaining share.

Funds for this project are budgeted as follows:

ACOE Stimulus Grant (65%).....	\$1,069,250.00
<u>City Stormwater Utility Funds (account # 402 3802 538 65) (35%).....</u>	<u>.\$ 575,750.00</u>
Total	\$1,645,000.00

RECOMMENDATION:

The staff recommends option #1, that the City approves the low bid so that we may proceed in the construction of the White St. Stormwater Pump Station project.

INTEROFFICE MEMORANDUM

To: Gary Bowman, General Services Director
CC: Carolyn Sheldon, Grants Administrator
Sue Snider, Purchasing
From: Cheri Smith, City Clerk
Date: October 28, 2009
Subject: **WHITE STREET STORMWATER PUMP STATION; BID 09-028**

Attached for your review is a copy of the bid opened Wednesday, October 28, 2009 at 3:00 p.m. in response to the above referenced project.

1.	Douglas N. Higgins 3390 Travis Point Road, Suite A Ann Arbor, MI 48108	Total Base Bid: \$1,778,000.00 Alternate: \$ 115,000.00
2.	Charley Toppino & Sons, Inc. P O Box 787 Key West, FL 33041	Total Base Bid: \$1,776,000.00 Alternate: \$ 131,000.00
3.	Intercounty Engineering, Inc. 1925 NW 18 th Street Pompano Beach, FL 33069	Total Base Bid: \$1,835,263.00 Alternate: \$ 100,000.00
4.	Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771	Total Base Bid: \$2,417,000.00 Alternate: \$ 150,000.00



CH2MHILL

CH2M HILL
6410 5th Street
Suite 2-A
Key West, FL 33040-5835
Tel 305.294.1645
Fax 305.294.4813

November 4, 2009

Mr. Gary Bowman
General Services Director
City of Key West
604 Simonton St. (Upstairs)
Key West, FL 33040

Re: Contractor Recommendation
White Street Stormwater Pump Station

Dear Mr. Bowman:

Four (4) bids were received for the subject contract on October 28, 2009 and are summarized in the attached Bid Results Summary table. The four (4) bids included a signed proposal, and all but one (1) included all required forms.

The apparent low bidder, Charley Toppino & Sons, Inc., has recent construction experience working on similar projects for the City of Key West, and has also worked on similar projects throughout South Florida with good references. The bid provided by Charley Toppino & Sons, Inc. did not provide a corporate seal on its bid forms, nor did it include all licenses and certifications; however, in accordance with the bid documents, licenses and certifications may be provided up to ten (10) days after award.

Based on discussions between City staff and the Engineer, we recommend that the City take the deductive alternate of \$131,000 and not install the fail open valve system. We therefore recommend that the City award the contract to the Charley Toppino & Sons, Inc. in the amount of \$1,645,000.

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

Sincerely,

CH2M HILL

Andrew H. Smyth, P.E.

cc: David Fernandez/City Key West
Dan Suarez/CH2M HILL
File

Mr. Gary Bowman
Page 2
November 4, 2009

TABLE 1
Bid Results Summary

Item No.	Description	Bidder				Engineer's Estimate
		Charley Toppino & Sons, Inc.	Douglas N. Higgins, Inc.	Intercounty Engineering, Inc.	Wharton-Smith, Inc.	
1	Complete installation for the White Street Stormwater and Appurtenance	\$1,575,000	\$1,561,000	\$1,610,983	\$2,187,000	\$1,753,090
2	Well Rehabilitation					
a	Mobilization/Demobilization	\$2,000	\$18,000	\$24,000	\$20,000	\$44,920
b	Well Development	\$16,000	\$16,000	\$17,280	\$27,000	\$24,000
3	Post Construction Well Rehabilitation/Chemical Treatment Allowance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
4	Key Energy Service Allowance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
5	RTU Allowance	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
6	Contingency Allowance	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
	Total of All Extended Bid Unit Prices	\$1,776,000	\$1,778,000	\$1,835,263	\$2,417,000	\$1,978,510
	Deductive Alternate	\$131,000	\$115,000	\$100,000	\$150,000	-

Charley Toppino & Sons, Inc.

Project	Owner	Engineer	Contact	Reference	Change Orders	Met Schedule	Met Budget	Date	Contract Amount	Comments
	BJK Construction		Karen 954-979-8884							Needs approval. Should get back 11/03.
	DL Porter		Paullette 941-929-9400							Left second message 11/02.
Various Projects: Demobilization Building Construction Hauling Providing Concrete	Harry Pepper & Associates		Mr. Dobbs 904-721-5222	Have worked with them on many jobs in the Keys. They have done excellent work. Would work with them any time.				10/30/2009		
	Dooley Mack Constructors		Keith Coulter 941-921-4636							Left second message 11/02.
Mostly small piping work projects.	Florida Keys Aqueduct Authority		Tom Walker 305-296-2454	Change orders were a minimal and they stayed on budget. A lot of the work was farmed out locally.				11/2/2009		Forwarded request to Tom Walker. Tom said he would get back to us 11/02.
PM on several projects. ECO DISCOVERY CENTER BOCA CHICA FITNESS CENTER MARINA BY PASS ROAD, BOCA RATON TACTS BUILDING, BOCA CHICA NANCY FOSTER ENVIRONMENTAL CENTER	BRPH 321-254-7886		Tom Zamparelli 321-254-7886	Did a great job and would work with them again. They were on time and met the budget.				11/2/2009		E-mailed request.
PM on several projects.	Monroe County		Judy Clark 305-292-4426	In general work was very good. Project delivery and cost were good. A few extensions were needed however, they were on an aggressive schedule.						Left second message 11/02.
PM on Marine Ops project.	Sauer Inc.		Paul Craddock 305-684-8710	Did a good job. Minimum change orders due to lack of design. Would work with them again.				11/2/2009		

BID TABULATION

City Key West

White Street Pump Assisted Stormwater Drainage Wells

Date: October 28, 2008 Time: 3:00 P.M.

BIDDER	BID SEALED	BID SIGNED	ADDEN #1	ADDEN #2	BID BOND	ANTI KICKBACK AFFIDAVIT	PUBLIC ENTITY CRIMES	EXTENDED TOTAL BASE BID	DEDUCTIVE ALT.
Charley Toppino & Sons, Inc.	X	X	X	X	X	X	X	\$1,776,000	\$131,000
Douglas N. Higgins, Inc.	X	X	X	X	X	X	X	\$1,778,000	\$115,000
Intercounty Engineering, Inc.	X	X	X	X	X	X	X	\$1,835,263	\$100,000
Wharton-Smith, Inc.	X	X	X	X	X	X	X	\$2,417,000	\$150,000

Additional Submitted Information

BIDDER	KEY WEST INDEMNIFICATION FORM	DISCLOSURE OF LOBBYING ACTIVITIES	NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR S29	FLORIDA TRENCH SAFETY ACT COMPLIANCE	SUSPENSION AND DEBARMENT CERTIFICATION	CITY OF KEY WEST WELL DRILLER CERTIFICATION	OTHER LICENSES/ CERTIFICATIONS
Charley Toppino & Sons, Inc.	X	X	X	X	X	X	
Douglas N. Higgins, Inc.	X	X	X	X	X		X
Intercounty Engineering, Inc.	X	X	X	X	X	X	X
Wharton-Smith, Inc.	X	X	X		X		X

NOTES

1. Charley Toppino & Sons, Inc. and Intercounty Engineering, Inc. did not provide corporate seal on signed forms.
2. Licenses/certifications may be provided up to 10 days after award, as stated in the EXECUTION OF CONTRACT section.

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

BID FORM

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB #09-028/White Street Stormwater Pump Station

CH2M HILL Project No.: 393716

City of Key West Project No.: ST 0903

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

Name: Ronald J Armstrong

Telephone: 305 296 5606

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 244 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 274 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

UNIT PRICE SCHEDULE

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

POST CONSTRUCTION WELL REHABILITATION/CHEMICAL THRETTMENT ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the TOTAL BASE BID to cover payment for additional well rehabilitation should either or both wells fail to meet the performance criteria stated of Section 02519, Well Rehabilitation. The allowance includes mobilization/demobilization, air lifting, brushing, fluid disposal, chemical treatment, and all appurtenances. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents.

KEY ENERGY SERVICE ALLOWANCE

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

RTU ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid to cover payment for the alteration of programming and configuration of the existing RTU system to add the new RTU. Bidder further acknowledges that payment will be based on actual amount paid to vendor.

CONTINGENCY ALLOWANCE

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

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

ALTERNATE DELETE

The Bidder further agrees to provide the amount for the work to provide the emergency outfall valve system with all appurtenances necessary. This amount may be deducted from the Total Base Bid Amount should the City decide not to proceed with this system.

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Complete installation of the White Street Stormwater and Appurtenance	1	LS	\$ 1,575,000.00	\$ 1,575,000.00
2.	Well Rehabilitation				
a	Mobilization/ Demobilization	1	LS	\$ 2,000.00	\$ 2,000.00
b	Well Development	32	HRS	\$ 500.00	\$ 16,000.00
3.	Post Construction Well Rehabilitation/ Chemical Treatment Allowance	1	LS	\$ 50,000.00	\$ 50,000.00
4.	Key Energy Service Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
5.	RTU Allowance	1	LS	\$ 3,000.00	\$ 3,000.00
6.	Contingency Allowance	1	LS	\$ 100,000.00	\$ 100,000.00
Total of All Extended Bid Unit Prices					\$ 1,776,000.00

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

One Million, Seven Hundred & Seventy Six Thousand Dollars
 (Amount written in words has precedence)
 and 00 Cents \$ 1,776,000.00

TOTAL BASE BID \$ 1,776,000.00

1. Alternate Delete: Emergency Outfall Valve, Operator, Valve Box, Enclosure Ductbank, and Appurtances. This includes all labor, material, and equipment required to provide and install the Emergency Outfall Valve system.	<u>\$ 131,000.00</u>
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SUBCONTRACTORS

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

Bee Brothers
 Name
8362 Pines Blvd Pembroke Pines FL 33024
 Street City State Zip

 Name

 Street City State Zip

 Name

 Street City State Zip

 Name

 Street City State Zip

Surety

The Hanover Ins Co. whose address is
441 Lincoln St Worcester MA 01653
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is CHARLEY TOPPINO & SONS, INC.

P.O. Box 787 doing business at
Street City State Zip
Key West FL 33041

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

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

Frank P. Toppino President
Edward Toppino Sr Secretary
Daniel P. Toppino Assistant Secretary

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 26 day of Oct 2009.

(SEAL)

CHARLEY TOPPINO & SONS, INC.

Name of Corporation

By: Frank A. Toppino

Title: President

Attest: Dale J. Anthony
Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$ 5% of Proposal

KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc.

8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the Contractor (Principal), and The Hanover Insurance Company

440 Lincoln Street, Worcester, MA 01653

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

(Obligee), in the sum of: 5% of Bid Proposal Submitted

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the White Street Stormwater Pump Station, 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:

WHITE STREET STORMWATER PUMP STATION

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

Signed and sealed this 16th day of October, 20 09.

Charley Toppino & Sons, Inc.
Principal

By: *Frank P. Toppino*

The Hanover Insurance Company
Surety

By: *[Signature]*
Attorney-In-Fact

William L. Parker, Attorney in Fact & FL Resident Agent

END OF SECTION

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint Charles C. Ball, Ileana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

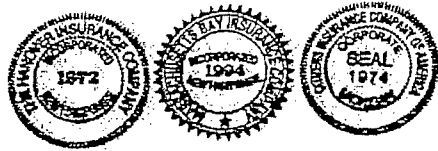
of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows: Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) In any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 8th day of July 2009.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanna Anderson
Mary Jeanna Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 8th day of July 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of October, 2009

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault
Stephen L. Brault, Assistant Vice President

ANTI-KICKBACK AFFIDAVIT

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

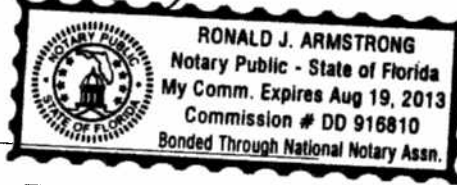
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Frank P. Jappino

Sworn and subscribed before me this
26 day of Oct, 20

Ronald J. Armstrong
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: _____



END OF SECTION

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

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

1. This sworn statement is submitted with Bid or Proposal for White Street Stormwater Pump Station,
City of Key West, Florida

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC.
(name of entity submitting sworn statement)

whose business address is P.O. Box 787 Key West, FL
33041

and (if applicable) its Federal Employer
Identification Number (FEIN) is 56 2426 906

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

3. My name is Frank P. Toppino
(please print name of individual signing)

and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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.

393716A.GN1

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.)

Frank P. Toppino
(signature)
10/26/09
(date)

STATE OF FL

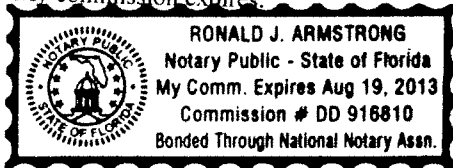
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Frank P. Toppino who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 26 of Oct, 2009.

My commission expires:



Ronald J. Armstrong
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: CHARLEY TOPPINO & SONS, INC.

SEAL:

P.O. Box 787 KW, FL 33041
Address

Frank P. Toppino
Signature

Frank P. Toppino
Print Name

President
Title

DATE: 10/26/09

CITY OF KEY WEST WELL DRILLER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared by me or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I William Brook am a duly licensed Florida Water Well Contractor whose contracting business, equipment and employees are properly structured as required by Florida State Statute 373 into a business unit operating under my direct control and physical supervision.

Business Name:
T&B Drilling, LLC

Florida Water Well Contractor License Number:

1884

Street Name and Number:
P.O. Box 797

City:
Key West

State:
FL

Zip Code:
33041

Telephone: 305 296 5606 Facsimile: 305 296 5199
I hereby certify that I am familiar with and agree to abide by all applicable local, state, and federal regulations pertaining to repair, installation, and construction, of wells within the State of Florida for the duration of this contract: **White Street Stormwater Pump Station** for the City of Key West. I shall abide by the applicable regulations and where occasional conflicts may occur exist between the City's bid specifications and any and all applicable local, state, and federal, regulation(s) the pertinent applicable regulation(s) shall control. These include but are not limited to the following requirements:

- a. Chapter 62-528 UIC Well Regulations, Florida Administrative Code and water well construction standards.
- b. Chapter 62-531 Water Well Contractor Licensing Requirements
- c. Chapter 62-532 Water Well Permitting and Construction Requirements
- d. ASTM C150 Specifications for Portland Cement
- e. AWWA A100 Standards for Water Wells.
- f. These include but are not limited to the following requirements:
 - Neat Cement to be from bottom of casing to top of casing (60 feet).
 - Neat Cement to be completed in appropriate methods utilizing tremie pipe.

- No Additives may be used in the neat cement without the FDEP permission. Based on site conditions documented by geophysical logs.
 - Maintenance of geophysical logs is required.
- g. Licensed Well Driller shall be on site at all times during well operations.
h. Well driller to submit FDEP well completion report with SFWMD well completion report within 2 days of completion to FDEP.

William A Brook
Signature

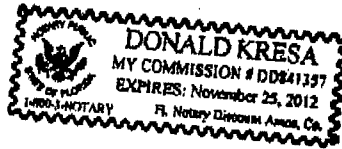
Pres
Title

Sworn and subscribed before me this 26 day of 10, 2009

NOTARY PUBLIC, State of Florida at Large

Donald Kresa

My Commission Expires:



CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

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

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 3106 Flagler Ave 292-6735 City utility acct _____
____ Commercial garbage Waste Mgmt 296-8297
____ Lease or deed _____

____ State License DBPR 850-487-1395 / Dept Ag 305-470-6900

____ Home occupation application
____ Fictitious Name registration Previous use _____

____ Corporate or LLC registration
____ Liability / Worker's Comp Zoning _____

____ Fire Inspector 292-8179
____ CO final inspection on any permits Category _____ Fee \$ _____
____ Monroe County or local licensing

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

____ Approved _____ Denied Reason _____

Licensing Official Date _____

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 Bid Form filled in, using black ink. | [✓] |
| 3. | Total and unit prices added correctly. | [✓] |
| 4. | Addenda acknowledged. | [✓] |
| 5. | Subcontractors are named as indicated in the Bid. | [✓] |
| 6. | Experience record included. | [✓] |
| 7. | Bid 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, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [✓] |
| 11. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and required copies. | [✓] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [✓] |
| 13. | Bidder must provide satisfactory documentation of State Licenses. | [✓] |

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>SF-LLLA, if necessary)</p> <p>Signature: <u>Frank P. Toppino</u></p> <p>Print Name: <u>Frank P. Toppino</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>3052965609</u> Date: <u>10/26/09</u></p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>

FORM DEP 55-221 (01/01)

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

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

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

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

Form DEP 55-221 (01/01)

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

ITEM/SEGMENT NO.: _____
 F.A.P. NO.: _____
 PARCEL NO.: _____
 COUNTY OF: Monroe
 BID LETTING OF: _____

I, Frank P. Toppino _____, hereby
 declare that I am President (NAME) of CHARLEY TOPPINO & SONS, INC.
 Of Key West, FL (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:

None

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

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

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

CONTRACTOR: (Seal)

BY: Frank P. Toppino
NAME AND TITLE PRINTED

WITNESS: Ronald J Armstrong

BY: Frank P. Toppino
SIGNATURE

WITNESS: Ronald J Armstrong

Executed on this 26 day of Oct, 2009

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

FLORIDA TRENCH SAFETY ACT COMPLIANCE Trench Excavation Safety System and Shoring

CERTIFICATION

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>LS</u>	<u>1</u>	<u>1,000</u>	<u>\$ 1,000</u>
B. _____	_____	_____	_____	_____

Frank Pappas
 Signature
10/26/09
 Date

STATE OF FL
 COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

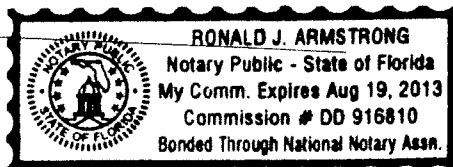
_____, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 26 day of Oct, 2009.

Ronald J. Armstrong
 Notary Public

(Seal)

MY COMMISSION EXPIRES:



SUSPENSION AND DEBARMENT CERTIFICATION

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

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

Dated this day of, 20 10/26/09

By Frank P. Toppino
Authorized Signature/Contractor Frank P. Toppino, President

Typed Name/Title CHARLEY TOPPINO & SONS, INC.

Contractor's Firm Name P.O. Box 987 KW, FL 33041

Street Address Key West FL 33041

Building, Suite Number 305 290 5606

City/State/Zip Code

Area Code/Telephone Number

ADDENDUM NO. 1

For: WHITE STREET STORMWATER PUMP STATION

To All Bidders:

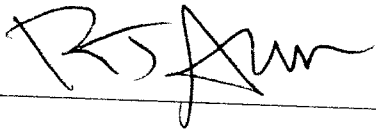
The following change is hereby made part of WHITE STREET STORMWATER PUMP STATION, as fully and completely as if the same were set forth therein:

The mandatory pre-bid meeting for the above reference project was held in the City of Key West at the City Hall on October 16, 2009. The Meeting Minutes for the meeting are provided as an attachment.

Attached: Mandatory Pre-bid Minutes
 Mandatory Pre-bid Sign in sheet
 Grant Requirements presentation
 Addendum items to the Contract Documents

Direct any request for Information to Andrew Smyth: asmith@ch2m.com

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 the acknowledgement or without this Addendum may be considered non-responsive.



Signature

CHARLEY TOPPINO & SONS, INC.

Name of Business



ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS
for the construction of the
WHITE STREET STORMWATER PUMP STATION
Prepared for City of Key West, Key West, Florida

October 20, 2009

To All Planholders:

The following changes, additions, and/or deletions are hereby made a part of the Construction Documents for construction of the **WHITE STREET STORMWATER PUMP STATION**, DATED October 2009, as fully and completely as if the same were fully set forth therein:

PRE-BID MEETING

1. Attached is the meeting minutes from the pre-bid meeting held on October 16, 2009.
2. Attached is a copy of the sign-in sheet from the pre-bid meeting.
3. Attached is a copy of the pre-bid Grant Information.

PART 1 –BIDDING REQUIREMENTS

SECTION 00100, INSTRUCTION TO BIDDERS

1. Page 6, Paragraph 9 Submission of Proposals: CHANGE the third sentence to read “The Bidder shall submit **TWO ORIGINALS AND TWELVE (12) ELECTRONIC...**”
2. Page 9, Paragraph 19. MBE And WBE Requirements: DELETE the 5th sentence from the end that starts “The percentage of total hours worked for ...”

SECTION 00300, BID FORM

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

SECTION 00406, BIDDER’S CHECKLIST

1. DELETE the Bidder’s Checklist in its entirety and REPLACE with the Bidder’s Checklist attached.

PART 2 –CONTRACT FORMS

SECTION 00500, AGREEMENT

1. DELETE the Agreement in its entirety and REPLACE with the Agreement, attached.

SECTION 00600, FLORIDA PERFORMANCE BOND

1. DELETE the Florida Performance Bond in its entirety and REPLACE with the Florida Performance Bond, attached.

SECTION 00605, FLORIDA PAYMENT BOND

1. DELETE the Florida Payment Bond in its entirety and REPLACE with the Florida Payment Bond, attached

SECTION 00609, NOTICE TO PROCEED

1. DELETE the Notice to Proceed in its entirety and REPLACE with the Notice to Proceed attached.

SECTION 00611, CONSTRUCTION COMPLIANCE WITH SPECIFICATIONS AND PLANS

1. DELETE the Construction Compliance with Specifications and Plans and REPLACE with the Construction Compliance with Specifications and Plans, attached.

PART 4 –SPECIFICATIONS

SECTION 02678, WELL DEVELOPMENT

1. Page 4, Paragraph 3.04.B.1: CHANGE the rate FROM “1,000 gpm” TO “500 gpm”.

SECTION 11305, SUBMERSIBLE AXIAL FLOW TYPE PUMPS – GENERAL

1. Page 1, Paragraph 1.4, Manufactures’ Field Services: ADD the following sentence at the end of the paragraph: “Pump Manufacturer to submit a resume of the Field Representative for approval by the Owner and Engineer.”

SECTION 11305-01, DETAIL PUMP SPECIFICATION FOR SUBMERSIBLE AXIAL FLOW TYPE PUMPS

1. DELETE this section in its entirety and REPLACE with Detail Pump Specification for Submersible Axial Flow Type Pumps attached.

SECTION 16010, ELECTRICAL – GENERAL PROVISIONS

1. Page 3, Paragraph 1.8.A CHANGE the amount in the first sentence FROM “\$10,000.00” TO “\$30,000.00.”

PART 3 – DRAWINGS

Drawing WS-1

CHANGE the first sentence in Note 4 to read: “CONTRACTOR TO CONFIRM THE EXISTING MANHOLE’S NORTH PIPE OPENING WAS DESIGNED TO ACCOMMODATE THE NEW 48” PIPE.”

ADD the following note:

“6. CONTRACTOR TO PROVIDE PIPE COLLAR, DETAIL 3321 ON ALL PIPE ENTERING AND LEAVING STRUCTURES.”

Drawing WS-3

CHANGE the detail callout on the PLAN from “15690” TO “3321”.

Drawing WS-6

ADD the following Note to the Drawing:

“2) ANCHOR GENERATOR TO PLATFORM WITH 1/2” DIAMETER TYPE 304 SST ADHESIVE ANCHORS AT A 2’-0” MAX SPACING ALL AROUND GENERATOR. ANCHOR EMBEDMENT SHALL BE 4-1/2”. ADHESIVE SYSTEM SHALL BE HILTI HIT-RE 500-SD. CONTRACTOR SHALL COORDINATE WITH GENERATOR MANUFACTURER FOR LOCATION OF HOLES IN GENERATOR BASE.”

Drawing D-2

DELETE and REPLACE in its entirety with the attached Drawing D-2.

Drawing D-4

ADD the following note to Detail 3321:

“NOTE: CONTRACTOR TO INSTALL ANCHORS ACCEPTABLE TO THE ENGINEER TO ATTACH THE PIPE COLLAR TO EACH STRUCTOR.”

DELETE the callout on Detail 3321: “SEEP RING FOR STEEL PIPE”.

Drawing D-8

DELETE Details 18: ANCHOR BOLT DETAILS and 3356 CONCRETE EQUIPMENT PADS.

Drawing D-9

DELETE Details 13303, PRESSURE AND PRESSURE DIFFERENTIAL TRANSMITTER INSTALLATION and 13318G, PRESSURE TRANSMITTER SERVICE INSTALLATION.

Drawing E-3

DELETE and REPLACE in its entirety with the attached Drawing E-3.

Drawing E-7

DELETE and REPLACE in its entirety with the attached Drawing E-7.

Drawing E-9

DELETE and REPLACE in its entirety with the attached Drawing E-9.

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

Andrew Smyth, P.E.

CH2M HILL

Attachments:

- Pre-Bid Meeting Minutes, attached.
- Sign-In Sheet, attached.
- Pre-Bid Grant Information, attached.
- Section 00300, Bid Form, attached.
- Section 00405, Bidder's Check List, attached.
- Section 00500, Agreement, attached.
- Section 00600, Florida Performance Bond, attached.
- Section 00605, Florida Payment Bond, attached.
- Section 00609, Notice to Proceed, attached.
- Section 00611, Construction Compliance Certification with Specifications and Plans, attached.
- Section 11305-01, DPS-Stormwater Drainage Pumps, attached.
- Drawing D-2, attached.
- Drawing E-3, attached.
- Drawing E-7, attached.
- Drawing E-9, attached.

MANDATORY PRE-BID MEETING MINUTES

CITY OF KEY WEST

White Street Pump Assisted Stormwater Drainage Wells Pump Stations

Old City Hall

Friday, October 16, 2009 at 1:30 PM

1. Introductions (sign-in)

2. Project Summary

The project consists of items of work required for the construction of a stormwater pump station, including a pump station with two pumps, modifications of the two existing drainage wells, standby generator with elevated platform and associated piping, electrical and I & C work.

See section 01010 for additional details

3. Contract Time and Estimated Schedule

Substantial completion-245 calendar days after notice to proceed
Final Completion-within 30 calendar days after substantial completion
Project to be completed and final invoices submitted to City by August 18, 2010.

Estimated NTP: November 16, 2009

Bids due October 28, 2009 at 3:00 PM

Bidder's questions must be submitted by close of business October 21, 2009.

Submit questions to;

Andrew Smyth

CH2M HILL

asmith@ch2m.com

Fax: 305-294-4913

Addenda No. 1 will be forthcoming.

4. Liquidated Damages

\$3,000/day for failure to meet substantial

\$1,000/day for failure to meet final

5. Grant Information

The contractor will be required to assist the City Key West Grant Administrator in meeting the reporting requirements of the American Recovery and Reinvestment Act of 2009.

(Discussion by City Grants Administrator).

Please note the following items that were added to the material in the grant presentation:

1. Awareness and prevention of fraud is an important part of Stimulus funded projects. The selected contractor will be expected to help the City monitor fraud.
2. A job site bulletin board is required. The bulletin board is to be placed within the project limits and remain for the duration of the project. Information on wage rates, FMLA, OSHA, EEO, etc. must be posted. Contact Carolyn Sheldon for a listing of items that must be posted on the job site bulletin board.
3. Employee interviews and wage audits will be conducted at least two times a month. Employees for the interviews will be chosen at random. Questions about the employee's hourly rate, job duties and EEO information will be asked during the interview. The interviews will then be compared to the certified payrolls submitted and a wage audit performed.

A copy of the grant presentation is included with this addendum.

6. Allowance

A contingency allowance of \$100,000 is included in the proposal for unforeseen conditions and conflicts. Payment of the contingency allowance shall be based on actual costs and authorized by change order.

A post construction well rehabilitation allowance of \$50,000 has been included for additional well rehabilitation, if required, upon final testing of the pump station.

Additional allowances for RTU and KES have been included as stated in the proposal.

7. Subcontracting

PICS and electrical subcontractors to be identified in proposal
Other subcontractors all to be identified in proposal

8. Permits

City of Key West building permits shall be the responsibility of the contractor. (If required). Key West license is required for certified or registered electrical and general contractors.

SFWMD (ERP) permit has been applied for by the City, it is anticipated final permit will be acquired prior to the end of October. Contractor is required to obtain the De-watering permit.

FDEP notification has been sent by the City for connection to the Existing wells.

9. Construction Sequencing

Stormwater System shall remain operational at all time.

Provide 14 days notice for any required shut downs (if required).

10. Staging Area

Contractor shall utilize west side of existing parking area and if additional space required need to coordinate with City Public Works Department. Existing bocce courts and wildlife center will need to be accessible; any closures will need to be coordinated with City.

Contractor responsible for safety of public and materials on sites. See section 01001, part 5.01

11. Working Hours

City of Key West has a noise ordinance that allows working hours between 8:00 AM to 7:00 PM, Monday through Friday and 9:00 AM to 5:00 PM Saturday. Any construction operations outside of these hours will require a variance from the City of Key West Commission.

12. Job Site Security

Job site shall be secured at end of each day. See Section 01001, part 5.01

13. Existing Utilities

Contractor is responsible for utility location.

Notify all utility offices which are affected by construction operations a minimum of 48 hrs in advance. Where utility relocation is required in documents, contractor shall coordinate with utility.

14. General Requirements

Public safety and property is of utmost importance.

Contractor shall employ and pay for all independent lab testing as required by the specifications.

Contractor shall verify elevations and location of existing facilities shown on drawings prior to start of construction.

15. Technical requirements

All stainless steel components to be 316, all electrical enclosures to be NEMA 4X 316 SST.

Please note the diesel engine generator is to be outfitted with aluminum, sound attenuated, structurally reinforced weatherproof enclosure capable of withstanding 175 mph winds.

The pump station and outfall valve will be controlled by a vendor provided control panel. All instrumentation at the pump station (ultrasonic level element, pump controller, level switches) as well as the existing well instrumentation (pressure transmitters and pressure gauges) will be provided by the drainage pump supplier. Refer to Drawing E-7 and Section 11305-01 for pump control panel and instrumentation requirements.

The RTU will monitor signals from the pump station, outfall valve, and existing drainage well pressure transmitters. The RTU will tie into the Owner's existing DFS SCADA network. Refer to Section 16960 for RTU requirements.

The design of this project is based around Flygt pumps as specified; the awarded contractor may submit an alternate pump manufacturer provided the pump meets the specifications and design constraints. It will be at the discretion of Engineer and City to approve an alternate. **Upon further discussion with the City of Key West, the pumps will remain as specified (Flygt), no equal will be accepted.**

Well development discharge to sanitary sewer, through a sediment box, shall not exceed 500 gpm, and shall require written permission from the City, AND/OR offsite disposal, with documentation of the hauling companies and disposal locations.

Deductive alternate for Fail open valve shall include all components associated, including valve, enclosure, open cut road crossing, MOT, etc.

Trees have been identified on the drawings for relocation; all other trees and plants shall be protected. Any other tree requiring trimming or removal will need approval from City Key West tree commission.

16. Engineers Cost estimate \$1,789,000 (includes allowances)

17. City/OMI Comments

Based on Davis-Bacon the City will conduct employee interviews and wage audits throughout the construction of the project.

18. Contractor Questions/Comments

Is the well rehabilitation which is included in the unit price part of the post rehab?
Response; No, The unit price item for well rehabilitation is for the rehabilitation during construction and should be included in the base bid. The rehab allowance of \$50,000 is for post construction if required.

Does the City want to drill out the existing well to a total depth of 120' (an additional 30' depth)? *Response; City will make decision based on FDEP approval, if so will be issued in forthcoming addendum.*

Can the wells be used for de-watering? *Response; No*

Specification section 16010.1.8.A Electrical Allowance for \$10,000 called out in specifications does not match the Keys Energy Service allowance in proposal.
Response; will be clarified in forthcoming addendum.

Concrete for construction is based on specification 3301.

Item 11 in Bidders Checklist does not match bidding requirements. *Response: will be clarified in forthcoming addendum.*

The contractor is responsible for submitting MOT to City building department for approval of any road closures.

Contractor is responsible for submitting the "No Cost" City building permit application.

Can the contractor submit the CD copies of the bids after the submission of the actual bid? *Response; No, 2 copies of bid and 12 CD's are to be submitted on the specified bid submission date.*

19. Site Visit Met at project site at 2:30

20. Meeting Adjourned 3:00

SIGN-IN

MANDATORY PRE-BID MEETING

City Key West

White Street Pump Assisted Stormwater Drainage Wells

Friday, October 16, 2009 at 1:30 PM

To insure all contact information is recorded correctly and meeting minutes are sent to the right email address: PLEASE PRINT CLEARLY

Name	Company	Phone No.	Cell Phone	E-mail
JOHN C. BOEHL	SEA TECH	305 774-0584	305 797 4485	
JOE CARTER	WALBERTON-SMITH, INC	772 288 2744	772 260 1321	JOECARTER@WALBERTONSMITH.COM
Paul R. Waters	DN HISSLYS INC	305-797-1019	305-797-1019	dnhissly@keywest@aol.com
Dave Kirchhoff	BAT	305-296-5606	305-296-5606	
Dwight Devore	PEDRO FALCON ELECTRIC	305-792-2200	305-792-2200	
CHARLE BENEWAY	ROL BENEWAY INC	743-4374 305-976-5555	305-792-5798	rolbeneway@aol.com
PAUL E. TAPPINO	CHARLEY TAPPINO SONS	305-797-5606	305 797-1000	PaulE.Tappino@compuserve.com
Ray Martinez	Charley Tappino and Sons	305-296-5606	305 797 1000	rayforcharleytappinoandsons.com
TOM CASEY	CHARLEY TAPPINO SONS	305-296-5606	305 797-2989	Tom@TAPPINOCOMPANIES.COM
LORI S. ROY	Intercounty Engineering Inc	954-992-9800	954-691-6447	LSROY@intercountyengineering.com
Daniel Gonzalez	Metro Equipment Service	305-598-7741	786-663-2811	Danny.Metro@metroinc.com
ARON CUCIANS	CHARLEY TAPPINO	305-292-5109	305-797-2107	ARON.CUCIANS@CHARLEY.COM
JESS KINK	NEWBORN FLOCKS	305-294-5591	305 147-2600	NEWBORN@BALLSANDSHINE.NET
JUAN PEREZ	GLOBESEC CONSTRUCTION, LLC	954-590-8305	954 214 1050	Karen.monica@globeteccconstruction.com KEN.boone@globeteccconstruction.com

City of Key West



Pre-Bid Grant Information

Presented by:
Carolyn Sheldon
City of Key West, Grants Administrator

Funding Source:

- Economic Stimulus Project funded by the American Recovery and Reinvestment Act of 2009 (ARRA)
 - Administered by the U.S. Army Corps of Engineers
-

Applicable Federal Regulations:

- **Section 1512 of the ARRA**

Requires recipients of ARRA funds to report certain information on the use of ARRA funds

- **Davis-Bacon and Related Acts**

Establishes prevailing wage rates for construction workers based on geographic location, type of construction, and classification. Requires these rates to be paid to construction workers employed on Federally funded construction projects covered by this Act.

- **Buy America**

Use only steel and iron produced in the United States for products permanently incorporated into the project.

Applicable Federal Regulations (contd):

- **Title VI of the Civil Rights Act of 1964 and related Statutes**

No person should be excluded participation in, denied benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the grounds of: race, color, national origin, sex, age, disability, religion, or familial status.

ARRA Reporting:

- Prime contractors and subcontractors working on ARRA projects will need to provide the following (monthly, at a minimum):
 1. Total # of employees active on the job
 2. Total # of hours worked
 3. Total project payroll
 4. Brief descriptions of people being put back to work

 - Primes and subs will need a Dun & Bradstreet number – DUNS #
 1. <http://www.dnb.com>
 2. minimum of 30 business days to process
 3. No charge for D&B DUNS#
-

MBE/WBE Goals:

- 10% MBE participation
 - 11% WBE participation
-

City of Key West MBE/WBE Outreach Efforts:

Minority Business Enterprise Center (MBDA partner)
<http://www.mbecflorida.org/>

Small Business Administration (SUB-Net system)
<https://eweb1.sba.gov/subnet/search/index.cfm>

Office of Supplier Diversity (via Myflorida.com website)
http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

6 Affirmative Action Steps:

It is a Federal requirement that all procurement made with Federal funds utilize six (6) affirmative action steps to utilize small business enterprises (SBE's), minority business enterprises (MBE's), women's business enterprises (WBE's), and small businesses in rural areas (SBRA's) in the areas of construction, services, equipment, and supplies.

These six steps are as follows:

1. Include SBE, MBE, WBE and SBRA's on solicitation lists
2. Assure that SBE, MBE, WBE and SBRA's, once identified, are solicited whenever they are potential sources

6 Affirmative Action Steps (contd):

- 3. When economically feasible, divide total requirements into smaller tasks or quantities to permit maximum participation by SBE, MBE, WBE and SBRA's
 - 4. Establish delivery schedules, where the requirement permits, which encourage participation by SBE, MBE, WBE and SBRA's
 - 5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce (other sources may be used)
 - 6. Require the prime contractor to take the affirmative steps listed in steps 1 through 5 above with all subcontractors; if no subcontractors are used, these steps should still be taken in procuring equipment and supplies
-

Remember:

Efforts to comply with this procurement requirement must be documented in detail:

- Maintain records of firms contacted, including any negotiation efforts to reach competitive price levels, and awards to the designated firms
-

Other grant requirements:

- Access to records:

All books, documents, papers and records pertinent to the project shall be retained for five (5) years and access to such records shall be given to authorized representatives of the Owner, the United States Agency responsible for the federal grant, and other state agencies associated with the grant.

- Access to work sites:

Access to the work site at any reasonable time shall be given to authorized representatives of the Owner, the United States Agency responsible for the federal grant, and other state agencies associated with the grant.

- Suspension and debarment:

The owner shall not award this contract to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs

Reminder:

The information contained in this presentation is not all-inclusive. It is meant to be a summary of the major grant requirements that the Contractor will be held accountable for. It is the Contractor's responsibility to thoroughly examine and become familiar with all of the various parts of the contract documents, including grant requirements. Failure to do so shall not release the Contractor from the obligations of the Contract.

Contact:

Carolyn Sheldon

(305) 809-3741

csheldon@keywestcity.com

For any grant-related questions

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

BID FORM

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB #09-028/White Street Stormwater Pump Station

CH2M HILL Project No.: 393716

City of Key West Project No.: ST 0903

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

Name: _____

Telephone: _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 244 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 274 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

UNIT PRICE SCHEDULE

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

POST CONSTRUCTION WELL REHABILITATION/CHEMICAL TREATMENT ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the TOTAL BASE BID to cover payment for additional well rehabilitation should either or both wells fail to meet the performance criteria stated of Section 02519, Well Rehabilitation. The allowance includes mobilization/demobilization, air lifting, brushing, fluid disposal, chemical treatment, and all appurtenances. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents.

KEY ENERGY SERVICE ALLOWANCE

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

RTU ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid to cover payment for the alteration of programming and configuration of the existing RTU system to add the new RTU. Bidder further acknowledges that payment will be based on actual amount paid to vendor.

CONTINGENCY ALLOWANCE

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

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

ALTERNATE DELETE

The Bidder further agrees to provide the amount for the work to provide the emergency outfall valve system with all appurtenances necessary. This amount may be deducted from the Total Base Bid Amount should the City decide not to proceed with this system.

UNIT PRICE BID SCHEDULE					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Complete installation of the White Street Stormwater and Appurtenance	1	LS	\$ _____	\$ _____
2.	Well Rehabilitation				
a	Mobilization/ Demobilization	1	LS	\$ _____	\$ _____
b	Well Development	32	HRS	\$ _____	\$ _____
3.	Post Construction Well Rehabilitation/ Chemical Treatment Allowance	1	LS	\$ _____	\$ <u>50,000.00</u>
4.	Key Energy Service Allowance	1	LS	\$ _____	\$ <u>30,000.00</u>
5.	RTU Allowance	1	LS	\$ _____	\$ <u>3,000.00</u>
6.	Contingency Allowance	1	LS	\$ _____	\$ <u>100,000.00</u>
Total of All Extended Bid Unit Prices					\$

Surety

_____ whose address is

Street City State Zip

Bidder

The name of the Bidder submitting this Bid is _____

_____ doing business at

Street City State Zip

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

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

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

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

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____
Secretary

END OF SECTION

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 Bid Form filled in, using black ink. []
3. Total and unit prices added correctly. []
4. Addenda acknowledged. []
5. Subcontractors are named as indicated in the Bid. []
6. Experience record included. []
7. Bid 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, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. []
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and required copies. []
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. []
13. Bidder has reviewed, understood and signed pre-bid resolution and enclosed a signed copy with the bid. []
14. Bidder must provide satisfactory documentation of State Licenses. []

AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20____,
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 Construction of the White Street Stormwater Pump Station, to the extent of the Bid made by the Contractor, dated the _____ day of _____, 20____, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of Detailed Drawings for "White Street Stormwater Pump Station," dated _____, 20____, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

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 Bid 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 and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

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 Project, based upon the Bid, shall be substantially complete within 244 consecutive calendar days from the date the Notice to Proceed is issued, and will be totally completed and ready for final payment and acceptance within 274 consecutive calendar days from the date the Notice to Proceed is issued.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed in accordance with Article 12, of the General Conditions.

Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner (\$3,000.00) for each day that expires after the time specified for substantial completion. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the contract time or any proper extension thereof granted by the Owner, Contractor shall pay the Owner (\$1,000.00) for each day that expires after the time specified for completion and readiness for final payment. Liquidated damages shall run concurrent.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this ____ day of _____, A.D., 20__.

CITY OF KEY WEST

By: _____

Title: _____

Contractor:

By: _____

Title: _____

Approved as to Form

Attorney for Owner

END OF SECTION

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ hereinafter called the Contractor (Principal), and _____

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

_____ DOLLARS

AND _____ (\$ _____)

lawful money of the United States of America, for the payment of which, well and truly be made to the Owner, 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 Owner, 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 Plans, Drawings, and Specifications prepared by the Owner's Consulting Engineers, CH2M HILL, 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 thereto, 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 as prepared by said Consulting Engineers, Invitation to Bid, Instructions to Bidders, the Contractor's bid as accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and shall indemnify and save harmless the above Owner against and from all costs, expenses, damages, attorney's fees, including appellate

proceedings, injury, or loss to which said Owner may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, 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; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents; "White Street Stormwater Pump Station."

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 Plans, Drawings, 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, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

(the remainder of this page left blank intentionally)

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

(Seal)

By: _____

Attest

Surety

(Seal)

By: _____

Attest

APPROVED AS TO FORM: _____, 20__

THE CITY OF KEY WEST _____, Owner

END OF SECTION

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the Contractor (Principal), and _____

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

_____ DOLLARS
AND _____ (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the Owner, 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 Owner, 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 Plans, Drawings, and Specifications prepared by the Owner's Consulting Engineers, CH2M HILL, 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 thereto, 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 as prepared by said Consulting Engineers, Invitation to Bid, Instructions to Bidders, the Contractor's bid as accepted by the above Owner, the Bid and Contract Performance 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 provided for in 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 any and all guarantee

periods as specifically mentioned in said Contract Documents; "White Street Stormwater Pump Station."

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 Plans, Drawings, 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, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

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

(Seal)

By: _____

Attest

Surety

(Seal)

By: _____

Attest

APPROVED AS TO FORM: _____, 20

THE CITY OF KEY WEST _____, Owner

END OF SECTION

NOTICE TO PROCEED

Date: _____, 20__

Project No: _____

Contractor: _____

Address: _____

Project White Street Stormwater Pump Station
Project No. ST 0903

You are hereby notified to commence work on _____, 20__ for the Pump Station, Diversion Structure, Vortex Unit, emergency generator with platform, and all related work, as designated by the City 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 two hundred (200) consecutive calendar days and 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:

CH2M HILL.
6410 5th Street
Suite 2A
Key West, FL 33040

CITY OF KEY WEST

Construction Compliance Certification with Specifications and Plans

Project Number

PO Number

Date

Monthly

Final

White Street Stormwater Pump Station

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

Commission Expires

**SECTION 11305-01
DETAIL PUMP SPECIFICATION
FOR SUBMERSIBLE AXIAL FLOW TYPE PUMPS**

STORMWATER DRAINAGE PUMPS

PART 1 GENERAL

1.1 REQUIREMENTS

- A. See Section 11305, Submersible Axial Flow Type Pumps—General, for additional requirements.

PART 2 PRODUCTS

2.1 EQUIPMENT NUMBERS

- A. P-02-1: White Street Stormwater Pump No. 1, Constant Speed.
- B. P-02-2: White Street Stormwater Pump No. 2, Constant Speed.

2.2 PUMP MANUFACTURER/MODEL

- A. Flygt Corp., (ITT), Model No. PL-7050, Impeller 880.

2.3 PUMP PERFORMANCE REQUIREMENTS

- A. Rated Capacity at Primary Condition of Service: 8,350 gpm.
- B. Total Head at Rated Capacity: 16.4 feet.
- C. Rated Capacity at Secondary Condition of Service: 10,000 gpm.
- D. Total Head at Rated Capacity: 6.5 feet.
- E. Speed: 875 rpm, maximum.
- F. Minimum Hydraulic Efficiency at Primary COS: 77 percent.

2.4 PUMP CONSTRUCTION DETAILS

- A. Materials:
 - 1. General: The pump, with its appurtenances and cable, shall be capable of continuous submergence under water to a depth of 65 feet without loss of watertight integrity and shall be supplied for Sump Configuration A-2, complete with all vortex breaker devices. Major pump components shall be of gray cast iron, ASTM A48, Class 35. All exposed nuts and bolts shall be Type 316 stainless steel.

2. Impeller/Wear Ring: The propeller shall be 4-bladed adjustable pitch, cast design, ASTM B148 (aluminum bronze). Wear ring between the bowl assembly and the propeller shall be of aluminum bronze (ASTM B148).
3. Motor Housing: Material to match volute.
4. Shaft: ASTM C1035 carbon steel; completely isolated from the liquid.
5. Shaft Seal: Tandem mechanical shaft seal system; upper seal of set shall operate in an oil chamber located just below the stator housing; and shall contain one stationary tungsten carbide ring and one positively driven rotating tungsten carbide ring. Seal shall function as an independent secondary barrier between the pumped liquid and the stator housing. Lower seal shall function as the primary barrier between the pumped liquid and the stator housing, and shall consist of a stationary ring and a positively driven rotating ring both of tungsten carbide. Seal interface shall be held in contact by its own spring system. Seals shall require neither maintenance nor adjustment, but shall be easily inspected and replaceable.
6. Discharge Connection and Riser Piping: The discharge column be Cor-Ten low alloy steel and shall be permanently installed in the wet well. The pump design shall be such that the pump unit(s) will be automatically and firmly connected to the discharge tube when lowered into place by a locking device. Pump(s) shall be easily removable for inspection or service with no need for personnel to enter the wet well. Pump(s) shall not require any bolts, nuts, or fasteners for connection to the discharge column. Stiffening and guiding webs shall be provided at the pump support seat to ensure concentric positioning of pump within the discharge column. Pump design to include an O-ring seal on the bottom of the suction bellmouth for an effective seal between pump and discharge column.

B. Drive Motor:

1. General: Motor information specified herein must be coordinated with Section 16405, AC Induction Motors. Requirements of this Paragraph supersede any conflicting requirements in Section 16405, AC Induction Motors.
2. Motor Horsepower: As required so the nameplate horsepower rating is not exceeded at any head-capacity point on the pump curve.
3. Thermal Overloads in Windings: Set to trip at 125 degrees F.

- C. Special Construction: Provide each pump with sufficient heavy-duty waterproof cable (suitable for submerged service) to connect the pump to the pump control panel or terminal junction box as shown on Drawings without any cable splice. The pump supplier shall be responsible for coordinating with the Contractor to provide the proper length of cable.

2.5 INSTRUMENTATION AND CONTROL SYSTEM

- A. General: See Section 13390, Package Control Systems, for general instrumentation and control requirements. All instrumentation, control, and electrical components provided under this section, including panel fabrication and color coding of lights and switches, shall comply with the requirements of Section 13390, Package Control Systems.
- B. Panels: Provide the following panel:
 - 1. Tag Numbers: CP-02.
 - a. Material: Type 316 stainless steel.
 - b. NEMA Rating: 4X.
 - c. Interior swingout panel.
 - 2. As a minimum, provide the following within the control panel CP-02: Main circuit breaker, combination motor starter for each motor, terminal blocks for all incoming or outgoing conductors, relays, alarms, and control transformer.
- C. Operator Controls and Indications:
 - 1. As a minimum, provide for each pump the following operator controls and indications on the panel face (all components shall be rated NEMA 4X):
 - a. Pump Station LOCAL/REMOTE selector switch.
 - b. LOCAL/REMOTE selector switch, one per pump.
 - c. ON/OFF/AUTO selector switch, one per pump.
 - d. On Status indicating light, one per pump.
 - e. Fail Alarm light, one per pump.
 - f. Elapsed time meter, one per pump.
 - g. Elapsed time meter, both pumps.
 - h. Alarm silence pushbutton.
 - i. RESET pushbutton.
 - j. Horn disable selector switch.
 - k. Outfall Valve In Remote indicating light.
 - l. Outfall Valve Opened status indicating light.
 - m. Outfall Valve Closed status indicating light.
 - n. Trouble light selector switch.
 - 2. Provide on the Interior Swingout Panel the Following:
 - a. Dual pump alternator/controller.
 - b. Relay alarm modules.
 - 3. Solid-state reduced voltage starters with integral bypass contactors. The starters shall be soft start and soft stop.

D. External Interfaces:

1. Provide the following discrete outputs (Isolated contacts rated for 5 amps continuous at 120V ac.):
 - a. ON status, one per pump.
 - b. FAIL alarm, one per pump.
 - c. Power fail alarm.
 - d. Panel intrusion alarm.
 - e. Lead pump command from ultrasonic.
 - f. Lag pump command from ultrasonic.
 - g. Off command from ultrasonic.
 - h. HIGH HIGH level.
 - i. LOW LOW level.
 - j. High level (from ultrasonic).
 - k. Alarm silence.
 - l. Outfall Valve opened status.
 - m. Outfall Valve closed status.
 - n. Outfall Valve in remote status.
2. Accept the following discrete inputs:
 - a. Pump run command, one per pump.
 - b. Alarm.
 - c. Shunt trip command.
3. Provide the following analog outputs (4 to 20mA):
 - a. Wet Well Level.
 - b. Drainage Well 02-1 Pressure.
 - c. Drainage Well 02-2 Pressure.

E. Functional Requirements:

1. Wet Well Level Responsive Automatic Pump and Alarm Control System:
 - a. An automatic pump control system shall operate the pumps in accordance with variations in the wet well liquid level. The automatic control system shall employ an ultrasonic level system to sense the liquid level over a 0- to 23-foot range.
 - b. The liquid level sensing of the control system shall be accomplished by means of ultrasonic level element and transmitter.
 - c. High and low level alarm using a float level switch will be used as a backup.
2. LOCAL/REMOTE and HAND/OFF/AUTO hand switches (See Drawings for control diagram):
 - a. When the pump station LOCAL/REMOTE hand switch is in LOCAL and the pump HAND/OFF/AUTO is in HAND, the pump runs continuously, except if disabled as noted below.

- b. When the pump station LOCAL/REMOTE hand switch is in LOCAL and the pump HAND/OFF/AUTO hand switch is in Auto mode, the pump is controlled by the ultrasonic level controller and the pumps operate as follows:
 - 1) START Lag pump on rising HIGH level.
 - 2) START Lead pump on rising MIDDLE 2 level.
 - 3) STOP Lag pump on falling MIDDLE 1 level.
 - 4) STOP Lead pump on falling LOW level.
 - 5) STOP both pumps on falling LOW LOW level.
 - c. When both the pump station LOCAL/REMOTE hand switch and the pump LOCAL/REMOTE hand switch are in REMOTE, the pump shall run in response to a remote run command.
 - 3. Select LEAD and LAG pumps via operator display of the dual pump alternator/controller.
 - 4. In any mode of operation, DISABLE the pump on HIGH motor temperature. The pump shall not be allowed to resume operation until the RESET pushbutton is pressed.
 - 5. On a HIGH motor temperature condition, the respective indicating light shall remain lit until manually RESET.
 - 6. Upon resumption of power after an outage, pumps shall resume operation without manual intervention. (Pumps shall reset automatically, not manually.)
- F. Power Requirements: The power supply shall be a single 480-volt ac, three-phase, feeder. Panel shall have an integral disconnect to remove all power.
- G. Special Requirements:
- 1. Provide thermal sensors within each pump motor. Also, provide conductors and watertight cable between sensors and field panel.
 - 2. Control Panel Interface to Remote Telemetry Unit (RTU):
 - a. Furnish and install the appropriate number and type of dry contacts to interface with the telemetry system.
 - b. Furnish and install all other interface wiring, terminals, circuit breakers, etc., required to interface and power the telemetry unit from the control panel.
 - c. All appropriate space (e.g., blanks in panels, etc.) within the control cabinet for telemetry related accessories.
 - d. Coordinate with the construction contractor and the telemetry manufacturer regarding interface between cabinet and telemetry equipment.
 - 3. Provide either intrinsically safe devices or explosion proof devices for all components in classified hazardous locations.

4. Provide intrinsically safe relays in the control panels for signals entering panel from classified area in accordance with the NEC. As a minimum, intrinsic safety barriers shall be used for float signal, thermal switch, and moisture sensor circuits. Intrinsically safe relays are not required if field device is explosion proof.
5. Provide horn that will generate a loud audible alarm when activated by 115V ac power. The horn shall surface mount with sealable side conduit entry and shall be suitable for outdoor use. Unit shall be Ronan Model 350W or equal.
6. Provide flashing or revolving alarm light units that produce 360-degree beams of colored light. Flashing rate shall be 60 to 80 flashes per minute. Panel mounted beacons shall consist of one RED for the High Level alarm. Beacon shall operate at 120V ac.
 - a. Housing shall be weatherproof, suitable for use in severe outdoor environments without other protection.
 - b. Unit shall be Pauluhn Type EPC7003ARED, or equal.
7. Provide the primary level element, transmitter/pump controller, and all required accessories to be used for controlling the pumps. Provide ultrasonic level element with the following features: IP 68 fully submersible rating, PVDF housing, 1-inch NPT process connection, 12-degree or less beam angle, integral temperature compensation, range of 1 to 25 feet, and Class I, Division II, Groups A, B, C, D hazardous rating. Provide the ultrasonic transmitter/pump controller with the following features: NEMA 4X polycarbonate enclosure, 115 volts, 50/60Hz power supply, 4 to 20 mA dc for load impedance of 0 to 750 ohms isolated analog output, six discrete outputs rated for 5 amps continuous at 230V ac (Four SPDT Form A plus two SPDT Form C), 4 inches wide by 1.5 inches high multiblock LCD display with backlighting, and false-echo suppression for fixed obstruction avoidance. Provide a weatherproof and UV protected interconnecting cable, length as required, and type as recommended by the manufacturer.
 - a. Manufacturer and Products: Milltronics HydroRanger 200 and XRS-5 transducer.
8. Provide two level float switches, for high and low level. Provide mercury type float switch with isolated switch contacts rated for a minimum of 4.5A continuous at 120V ac. Provide polyethylene/foam filled, 4.5-inch diameter, watertight, impact-resistant float switches. Provide accessories for each switch including but not limited to the following: jacketed power cable and mounting accessories.
 - a. Manufacturer and Products:
 - 1) Siemens Water Technologies; Model LS Direct Acting Float Switch (B100).
 - 2) Anchor Scientific; Roto-Float, Type P/Type S.

9. Provide pressure gauges as shown on the Drawings. Provide pressure gauges with a range of 0 to 15 psi. Pressure gauges are to be bourdon type with glycerin fill. The pressure gauge dial should be 4-1/2 inches. The gauge shall have 1/2-inch NPT process connection with lower stem mounting. Additional features include: black phenolic plastic case material, phosphor-bronze element material, micrometer adjustable point, stainless steel, Teflon coated bearing, rotary geared movement, glass window, solid front case type with solid wall between window and element, threaded reinforced polypropylene front ring for easy zero adjustment, brass pulsation dampener, and brass socket materials.
 - a. Manufacturers and Products:
 - 1) Ashcroft; Duragauge 1279/1379.
 - 2) Ametek U.S. Gauge; Solfrunt Model 19XX/1981Advantatge.
 - 3) WIKA, Type 2XX.34.
10. Provide pressure transmitters as shown on the Drawings. Provide two wire transmitter with the following features: Accuracy of plus or minus 0.25 percent of full scale, scale range of 0 to 15 psi, stainless steel wetted parts, stainless steel case, 4 to 20mA output, 10-30V dc input power, NEMA6P/IP68 rated for submergence, flush diaphragm process connection without cooling element, and temperature compensated. Provide accessories for each transmitter including, but not limited to the following: NEMA6P/IP68 submersible cable, length as required.
 - a. Manufacturer and Products:
 - 1) Wika, Model S-11.
 - 2) Approved Equal
11. Provide diaphragm seals on each pressure gauge to isolate the sensing element as shown on the Drawings. Provide diaphragm type with fluid filled between diaphragm and sensing element with the following features: Type316 stainless steel lower housing, Type 316 stainless steel diaphragm material, steel top housing, diaphragm welded to upper housing, factory assembled and filled fill fluid with approved fluid, filling screw in upper housing, 1/4-inch NPT flushing connection in lower housing, a diaphragm seal displacement of 0.1 cubic inch, 1/2-inch female NPT instrument connection, and a 1/2-inch female NPT process connection.
 - a. Manufacturer and Products:
 - 1) Ashcroft; Type 201.
 - 2) Ametek; Mansfield and Green Division; Type SG.
12. For each drainage well pressure signal, provide solid state analog signal splitter to split and isolate the analog input current signal into two identical isolated analog output current signals. Signal splitter to provide four-way isolation between input, output 1, output 2, and power circuits. Provide signal splitter with the following features: output ripple of less than plus or minus 0.1 percent of maximum output span, accuracy of plus or minus 0.1 percent of output span, built in excitation

- supply of 22V/22mA, 4 to 20mA dc input, output of 4 to 20mA dc each channel, output drives output load impedance up to 950 ohms, DIN rail mounting, 24V dc power input.
- a. Manufacturer and Products:
 - 1) Acromag; Model 633T-0500.
 - 2) Approved equal.
 13. For each drainage well pressure signal, provide an LCD indicator mounted on the front of the control panel. Provide LCD indicator with the following features: Plus or minus 0.1 percent of full scale accuracy, 2.5-second minimum display update rate, LCD display with 3.5-digits and 0.35 inch minimum, 175 ohms maximum input impedance, NEMA 4X enclosure, surface mounting, loop powered, 4 to 20mA dc at 24V dc maximum signal interface and backlight required.
 - a. Manufacturer and Products:
 - 1) Precision Digital, Natick, MA; Model Trident Model PD660/661.
 - 2) Approved equal.
 14. Provide synchronous motor-driven, elapsed time meters, 0 to 99,999.9 hours range, nonreset type, suitable for semiflush, panel mounting. Provide General Electric Type 240, 2-1/2-inch Big Look unit; Eagle Signal Bulletin 705 unit; or equal. Provide elapsed time meter for the lead pump, lag pump, and one to measure the time both pumps run.
 15. Provide each motor with a suitable controller with thermal overload protection meeting ICS 2, Class A, NEC, and UL. Provide controller-mounted overload relays of the manually reset type. Select and install overload relay heaters after the actual nameplate full-load current rating of the motor has been determined.
 16. Provide self-cooled, two-winding, UL listed, dry type transformers of the ratings indicated and built-in accordance with the latest IEEE, UL, ANSI, and NEMA standards. Utilize units with manufacturer's standard insulation class and standard temperature rise. For ratings 0 to 25 kVA, provide units with core and coils completely enclosed in a nonventilated, weatherproof enclosure. Utilize encapsulated windings on single-phase units 0 to 25 kVA.
 - a. Manufacturers:
 - 1) Square D.
 - 2) General Electric.
 - 3) Sorgel.
 17. Motor Starters: Provide solid-state reduced voltage combination starters with integral bypass contactors rated for 42,000 AIC.
 18. Furnish indicating type molded circuit breakers providing ON/OFF and TRIPPED positions of the operating handle. Furnish thermal magnetic, quick-make, quick-break circuit breakers which are noninterchangeable in accordance with the NEC. Do not use tandem or dual circuit breakers in normal single-pole spaces. Do not use single-pole circuit breakers with handle ties where multipole circuit breakers are indicated. Utilize

multipole circuit breakers designed so that an overload on one pole automatically causes all poles to open. Provide circuit breakers meeting requirements of NEMA AB 1 and having a minimum interrupting rating of 22,000 amps symmetrical at 480 volts. Where circuit breakers are used as service entrance equipment, provide units UL labeled for that use. Provide circuit breaker handle padlocking provisions.

- a. Acceptable Manufacturers:
 - 1) Square D.
 - 2) Cutler Hammer.
 - 3) General Electric.
 - b. Mechanical Interlocks: Furnish externally mounted mechanical interlocks as indicated on the Drawings.
 - 1) Acceptable Manufacturers:
 - a) Square D.
 - b) General Electric.
 - c) Cutler Hammer.
19. Generator Receptacle (Power): Provide heavy-duty, circuit-breaking, pin-and-sleeve receptacle assemblies, for installation at each new lift station control cabinet, consisting of a 600V ac, 100-amp, 3-wire, 4-pole (fourth pole for ground) weatherproof receptacle, angle adapter, and back box. Receptacles shall have ground wire terminators and contacts, crimp/solder or mechanical type contacts and cast, weatherproof angle adapters and back boxes. Receptacles shall be Crouse-Hinds Type Arktite; Appleton Type Powertite; or equal.
 20. Main Circuit Breaker for Panels CP-02: 42,000-ampere rms symmetrical rating, minimum at 480 volts.
 21. Provide surge suppression as specified in Section 13390, Package Control Systems.

2.6 SPARE PARTS AND SPECIAL TOOLS

- A. None required.

PART 3 EXECUTION

3.1 MANUFACTURERS' FIELD SERVICES

- A. A manufacturer's representative for the equipment specified herein shall be present at the jobsite for the minimum number of person-days listed for the services hereinunder, travel time excluded:
 1. 4 person-days for installation assistance, inspection, and certification of the installation. Provide certificate for functional testing and test certification, and for startup and operation training.

- B. Training of Owner's personnel shall be at such times and at such locations as requested by the Owner.

3.2 FIELD TESTING

- A. The Contractor, assisted by the pump manufacturer's representative, shall conduct functional tests on all pumps in accordance with Section 11305, Submersible Axial Flow Type Pumps—General.

3.3 EXTENDED WARRANTY

- A. The Contractor shall provide a minimum Two-Year Materials and Workmanship Warranty per Section 00825, Supplementary Conditions, Article 13.07 and Article 13.07.C.

3.4 SUPPLEMENTS

- A. The supplements listed below, following “END OF SECTION,” are part of this Specification.
 - 1. Induction Motor Data Sheet.

END OF SECTION

INDUCTION MOTOR DATA SHEET

Project: Pump Assisted Stormwater Drainage Wells – White Street

Owner: City of Key West

Equipment Name: Stormwater Drainage Pump

Equipment Tag Number(s): P-02-1 and P-02-2

Type: Squirrel-cage induction meeting requirements of NEMA MG 1

Manufacturer: For multiple units of the same type of equipment, furnish motors and accessories of a single manufacturer

Hazardous Location: Furnish motors for hazardous (classified) locations that conform to UL 674 and have an applied UL listing mark

Motor Horsepower: 60 _____ Guaranteed Minimum Efficiency at Full Load: ___ percent

Voltage: 480 _____ Guaranteed Minimum Power Factor at Full Load: _____ percent

Phase: 3 _____ Service Factor (@ rated max. amb. temp.): 1.0 1.15

Frequency: 60-Hz _____ Enclosure Type: Submersible

Synchronous Speed: 900 rpm Mounting Type: Horizontal Vertical

Vertical Shaft: Solid Hollow

Vertical Thrust Capacity (lb): Up _____ Down _____

Adjustable Speed Drive: See Section 16485, Adjustable Frequency, Controlled Speed, Drive Systems.

Operating Speed Range: 50 to 100% of Rated Speed

Thermal Protection: Embedded Thermistors

Space Heater: 120 volts, single phase

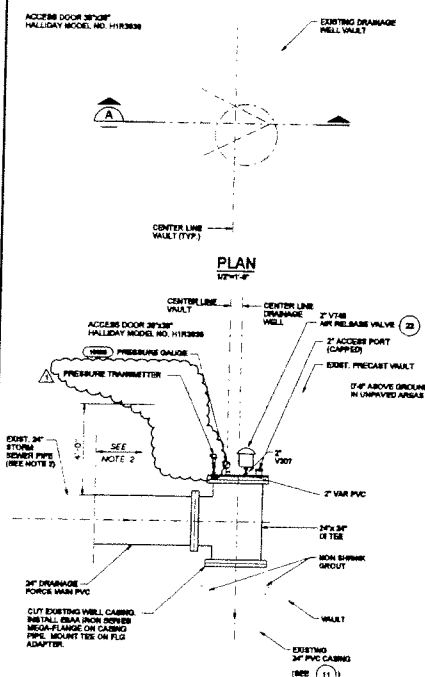
Oversize main terminal (conduit) box for motors

Terminal for connection of equipment grounding wire in each terminal box

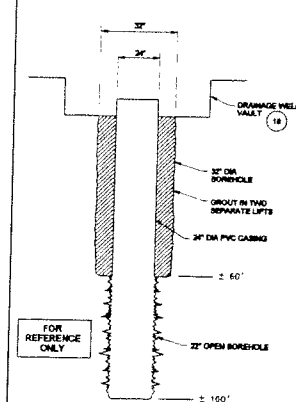
Additional Motor Requirements: See Section 16405, AC Induction Motors

Special Features: 1) Lifting eyes.

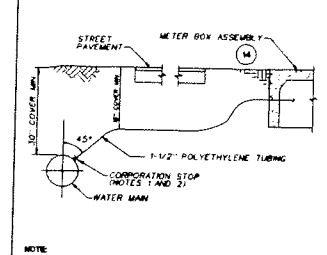
Note:



SECTION A
 NOTE:
 1. PRESSURE GAUGES AND TRANSMITTERS PROVIDED BY DRAINAGE PUMP SUPPLIER.
 2. EXISTING WELL NO. 22-1: REMOVE EXISTING 36\"/>

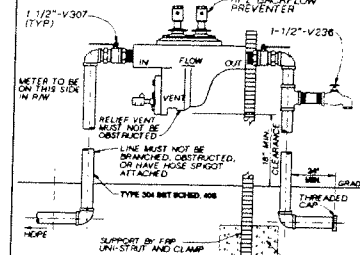


EXISTING STORMWATER DRAINAGE WELL
 N.T.S.



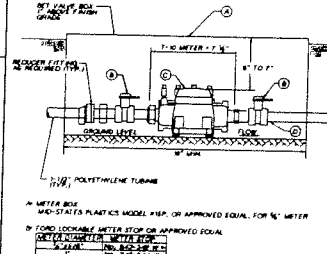
WATER SERVICE CONNECTION
 N.T.S.

NOTE:
 1. COPPERIZATION STOPS TO HAVE ANHVA TAPER NUTS THREADS AND COMPRESSION FITTING. COPPERIZATION STOPS SHALL BE DIRECT TAP OR WARE OF 3/4\"/>



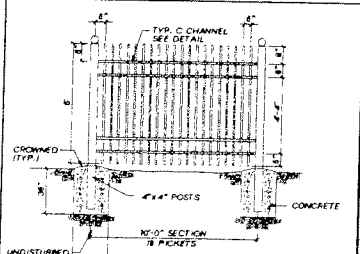
BACKFLOW PREVENTER W/ HOSE BIB
 N.T.S.

NOTES:
 1. THE ASSEMBLY MUST BE INSTALLED ON THE CUSTOMER'S PROPERTY, AS CLOSE TO THE METER AS PRACTICAL.
 2. THE ASSEMBLY MUST BE ACCESSIBLE FOR TESTING ANNUALLY, AND FOR OBTAINING EVERY FIVE YEARS.
 3. RELEASE PRESSURE ZONE ASSEMBLY MUST APPEAR ON THE APPROVED LIST FOUND IN THE FIAA MANUAL OF CROSS-CONNECTION CONTROL.



WATER METER BOX/ASSEMBLY
 N.T.S.

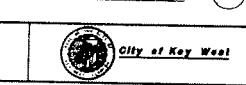
NOTE:
 1. MINIMUM DISTANCES BETWEEN METER INLETS/OUTLETS AND THE CLOSEST FIT AND SHALL BE MAINTAINED PER METER MANUFACTURER'S REQUIREMENTS.
 2. ALL 1/2\"/>



NEW ALUMINUM FENCE SECTION
 N.T.S.

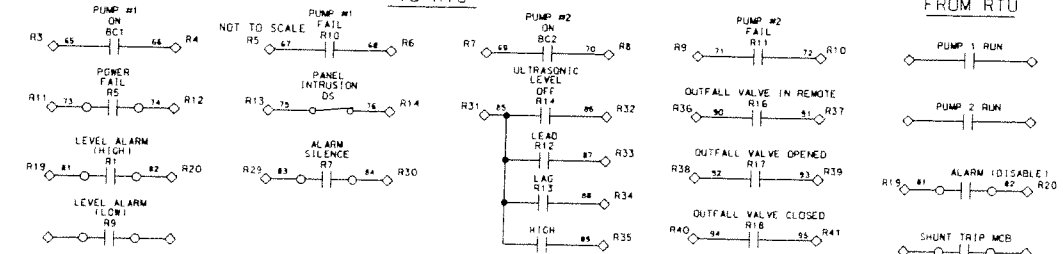
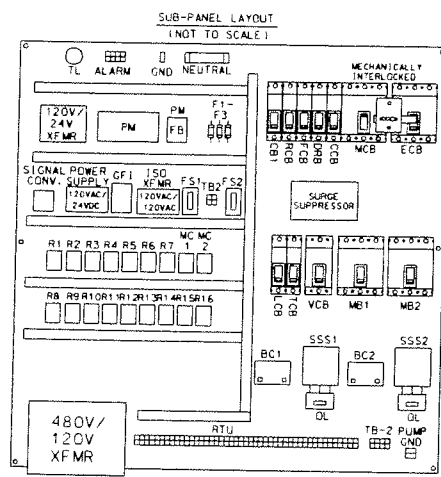
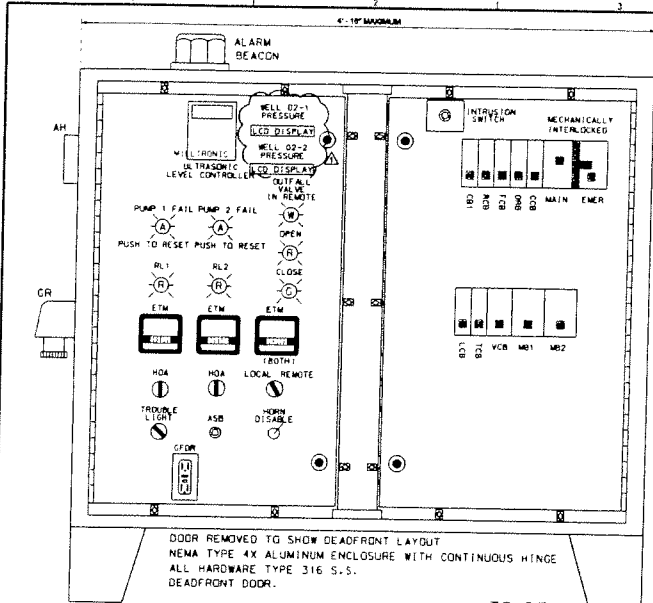
DESIGNED BY A. PORTER J. DECAROLAN	DATE NOV 1997	REVISION	NO.	DATE
CHECKED BY C. BARTON	DATE NOV 1997	REVISION	NO.	DATE
APPROVED BY D. BARNHART	DATE NOV 1997	REVISION	NO.	DATE

CH2MHILL
 800 CARWAY DRIVE, SUITE 200
 DEERFIELD BEACH, FLORIDA 33441
 (800)622-7111



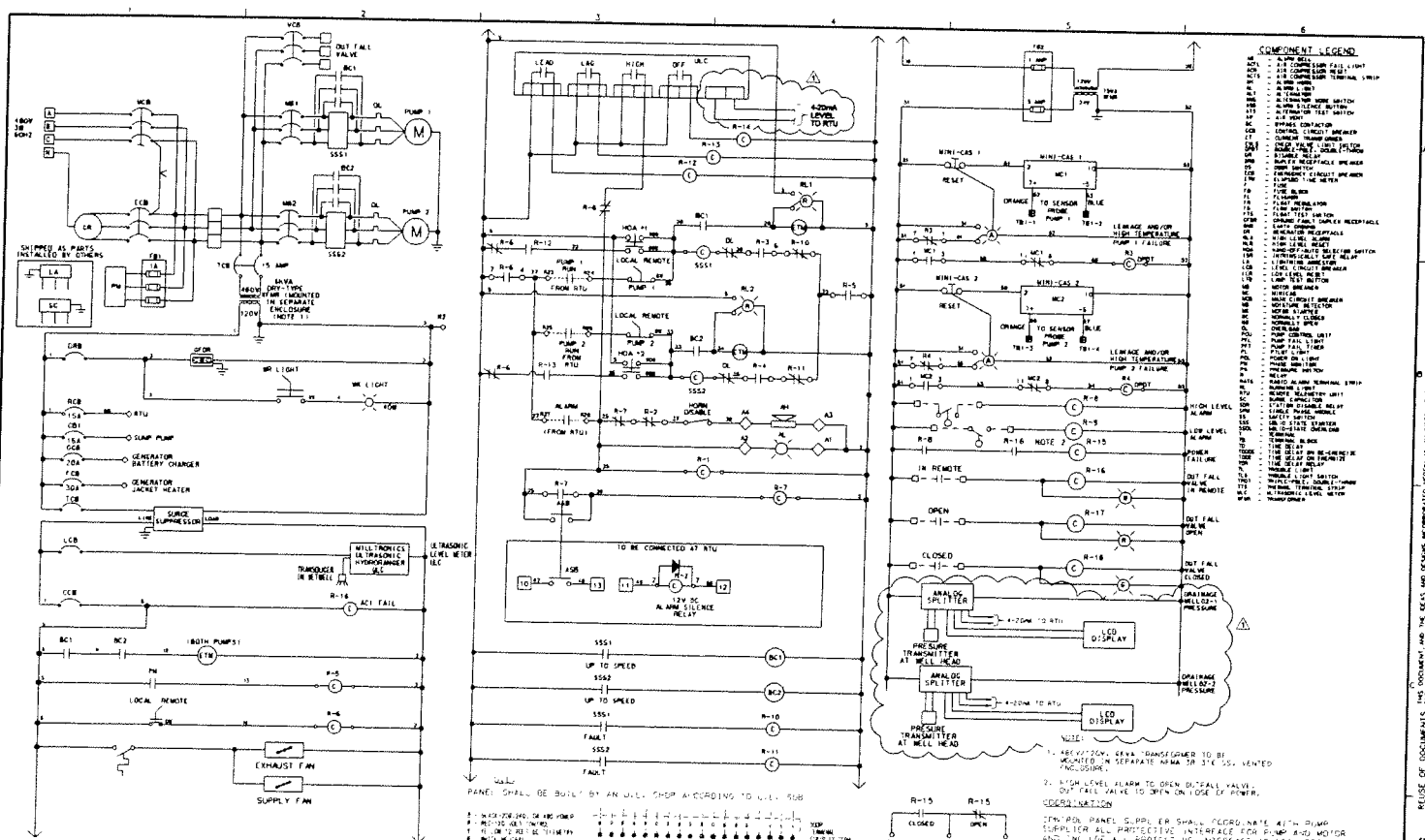
WHITE STREET STORMWATER PUMP STATION	SHEET 13
STANDARD DETAILS	DWG. D-2
	DATE: OCTOBER 1998
	PROJ. 980118

REUSE OF DOCUMENTS THIS AND ALL OTHER DOCUMENTS INCORPORATED HEREIN IS HEREBY PROHIBITED WITHOUT THE WRITTEN AUTHORITY OF CH2MHILL.



APPROVED BY: S. J. WATSON DATE: 10/20/2009	CHECKED BY: C. BARNETT DATE: 10/20/2009	DESIGNED BY: D. GARDNER DATE: 10/20/2009	VERIFY SCALE SCALE TO ONE INCH ON PAPER (AS SHOWN) 1" = 1'-0" (AS SHOWN) 1" = 1'-0" (AS SHOWN) 1" = 1'-0" (AS SHOWN)	CH2MHILL 850 PARKWAY DRIVE, SUITE 200 SHEFFIELD BEACH, FLORIDA 33411 408006772 ARCH-0911	City of Key West	WHITE STREET STORMWATER PUMP STATION PUMP STATIONS DUPLEX CONTROL PANELS 480V/3PH	SHEET 23 DATE: OCTOBER 2009 PROJ: 002728
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REUSE OF DOCUMENTS FROM THIS PROJECT IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF CH2MHILL.

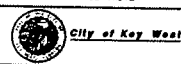


COMPONENT LEGEND

- 1. 1/2" 120V 15 AMP
- 2. 1/2" 120V 15 AMP
- 3. 1/2" 120V 15 AMP
- 4. 1/2" 120V 15 AMP
- 5. 1/2" 120V 15 AMP
- 6. 1/2" 120V 15 AMP
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- 100. 1/2" 120V 15 AMP

<p>REVISION</p> <p>NO. DATE</p>	<p>APPROVED</p> <p>DATE</p>	<p>DESIGNED BY</p> <p>DATE</p>	<p>CHECKED BY</p> <p>DATE</p>	<p>PROJECT NO.</p> <p>DATE</p>	<p>SCALE</p> <p>DATE</p>	<p>PROJECT NO.</p> <p>DATE</p>	<p>PROJECT NO.</p> <p>DATE</p>	<p>PROJECT NO.</p> <p>DATE</p>	<p>PROJECT NO.</p> <p>DATE</p>
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CH2MHILL
 850 PARKWAY DRIVE, SUITE 300
 DUNEDIN, FLORIDA 33511
 (800)666-7777 FAX (615)996-1111



WHITE STREET STORMWATER PUMP STATION
 480 VOLT 3 PHASE DUPLEX CONTROL PANELS

REUSE OF DOCUMENTS THIS DOCUMENT AND THE DATA AND RECORDS REPRESENTED HEREIN ARE HEREBY RELEASED TO THE PUBLIC WITHOUT FEE. THE ONLY EXCEPTION TO THIS POLICY IS FOR DOCUMENTS THAT ARE IDENTIFIED AS CONFIDENTIAL OR PROPRIETARY.

ADDENDUM NO. 2

For: WHITE STREET STORMWATER PUMP STATION

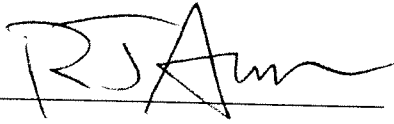
To All Bidders:

The following change is hereby made part of WHITE STREET STORMWATER PUMP STATION, as fully and completely as if the same were set forth therein:

Attached:
Addendum items to the Contract Documents

Direct any request for Information to Andrew Smyth: asmith@ch2m.com

All Bidders shall acknowledge receipt and acceptance of this Addendum No.2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without the acknowledgement or without this Addendum may be considered non-responsive.



Signature

CHARLEY TOPPINO & SONS, INC.

Name of Business



ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS
 for the construction of the
WHITE STREET STORMWATER PUMP STATION
 Prepared for **City of Key West, Key West, Florida**

October 23, 2009

To All Planholders:

The following changes, additions, and/or deletions are hereby made a part of the Construction Documents for construction of the **WHITE STREET STORMWATER PUMP STATION**, dated October 2009, as fully and completely as if the same were fully set forth therein:

PART 1 – BIDDING REQUIREMENTS**SECTION 00080, INVITATION TO BID**

- Page 1, 2nd paragraph, 1st sentence: INSERT “or USB DRIVES” after “...twelve (12) CD-ROMS...”.

SECTION 00100, INSTRUCTION TO BIDDERS

- Page 6, Paragraph 9 Submission of Proposals, 1st paragraph, 2nd sentence: INSERT “or **USB DRIVES**” after “...**COPIES ON DISC**...”.

SECTION 00406, BIDDER’S CHECKLIST

- DELETE and REPLACE in its entirety with the attached Bidder’s Checklist.

PART 5 – DRAWINGS**Drawing WS-1**

ADD the following sentence to Note 3: “CONTRACTOR TO REMOVE EXISTING GRATING WITH FRAME, VERIFY SIZE OF OPENING AND REPLACE WITH A 36” X 36” H-20 RATED HALLIDAY MODEL NO. H1R3636 ACCESS DOOR.”

ADD the following note:

“10. CONTRACTOR TO EXTEND THE DEPTH OF EACH WELL TO 120 FEET BELOW GROUND ELEVATION.”

Drawing WS-8

DELETE and REPLACE in its entirety with the attached Drawing WS-8.

Drawing D-2

DELETE and REPLACE in its entirety with the attached Drawing D-2.

Drawing E-3

DELETE Note 3 and REPLACE in its entirety with the following:

“3. CONCRETE ENCASE ALL DUCT BANKS. SEE DETAIL 406 AND 407 FOR DUCT BANK REQUIREMENTS. USE DETAIL 415 FOR SERVICE CONDUCTORS BETWEEN UTILITY POLE AND MAIN DISCONNECT.”

REVISE call out between generator platform area and pump station to “2[I], 1[B], 2[F], 1[M], 2[D]” and DELETE reference to “3-3”C” and “5-1”C”.

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

Andrew Smyth, P.E.

CH2M HILL

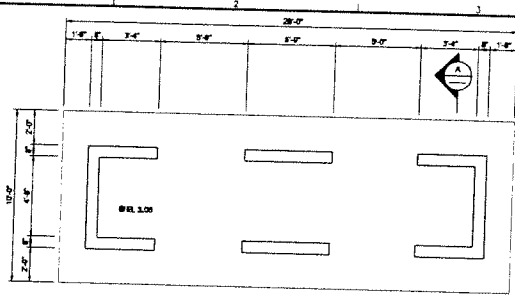
Attachments:

Section 00406, Bidder's Checklist
Drawing WS-8, attached Drawing D-2,
attached.

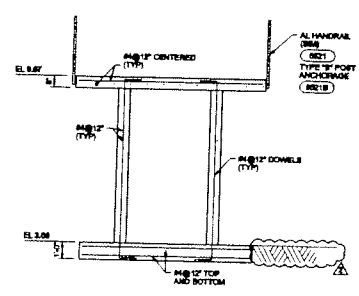
BIDDER'S CHECKLIST

(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.)

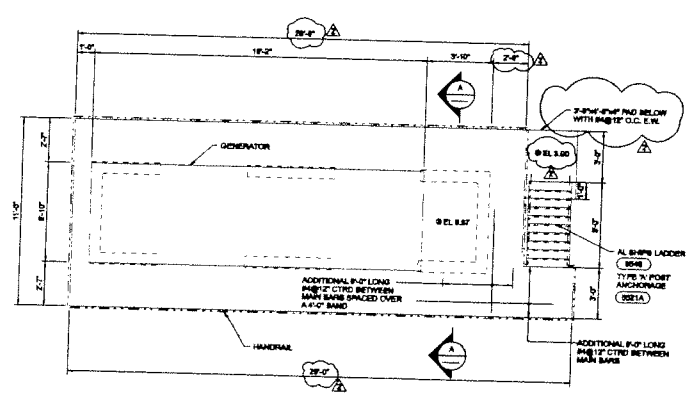
1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Bid Form filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
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, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and required copies.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bidder must provide satisfactory documentation of State Licenses.



FOUNDATION PLAN
3/8"=1'-0"



SECTION A
3/8"=1'-0"

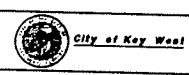


TOP PLAN
3/8"=1'-0"

- NOTES:
- 1) PLATFORM HAS BEEN DESIGNED FOR A GENERATOR WITH MAXIMUM PLAN DIMENSION OF 730 INCHES BY 70 INCHES. CONTRACTOR SHALL VERIFY SIZE BEFORE CONSTRUCTION AND SHALL NOTIFY ENGINEER OF RECORD IF ALL DIMENSIONS EXCEED THIS SIZE.
 - 2) ANCHOR GENERATOR TO PLATFORM WITH 1/2" DIAMETER TYPE 'F' POST ANCHORS AT 2'-0" MAX SPACING ALL AROUND GENERATOR. ANCHOR EMBEDMENT SHALL BE 4" SET ADHESIVE SYSTEM SHALL BE HELI MIX-100-50. CONTRACTOR SHALL COORDINATE WITH GENERATOR MANUFACTURER FOR LOCATION OF HOLES IN GENERATOR BASE.

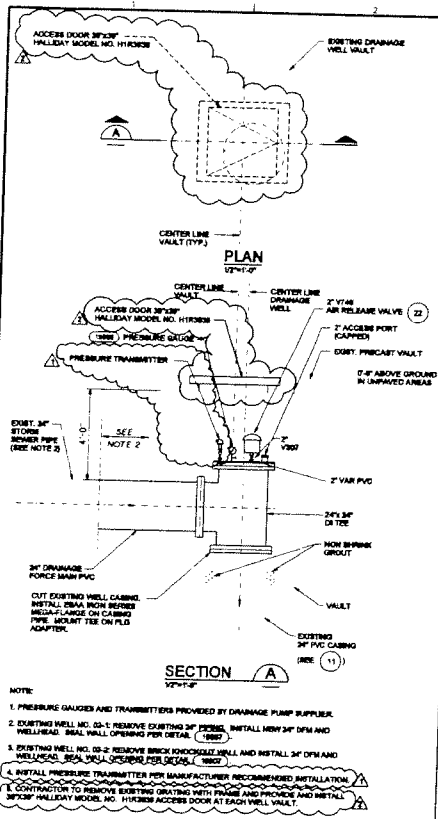
JOHN T. BISHOP OF A. BISHOP & ASSOCIATES CIVIL ENGINEER 1700 G. GARDEN NO. DATE	10723 10/20/08 NO. DATE	APPENDIX B 2 ADDED NOTE FOR ANCHORING GENERATOR TO PLATFORM BISHOP	KLD DWG FOR DATE BY	VERIFY SCALE THIS IS ONE INCH ON DRAWING EQUALS 10 FEET ON THE GROUND UNLESS NOTED OTHERWISE
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CH2MHILL
 100 FARMWAY DRIVE, SUITE 300
 DELREYO BEACH, FLORIDA 33441
 (800)800073 408-907982

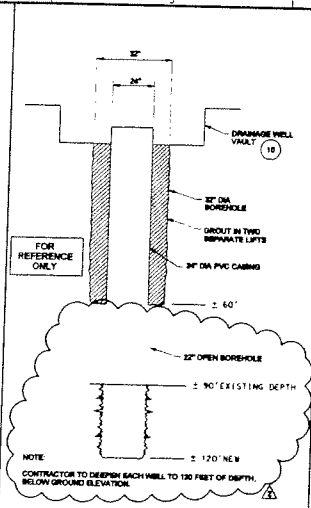


WHITE STREET STORMWATER PUMP STATION STRUCTURE PLATFORM PLAN AND SECTION	SHEET 11 DWG. WS-8 DATE: OCTOBER 2008 PROJ. 2007-08
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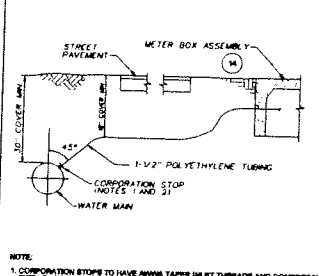
REUSE OF DOCUMENTS: THIS DOCUMENT AND THE DATA AND DESIGN INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF CH2MHILL. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CH2MHILL.



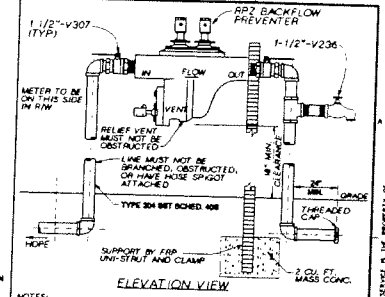
STORMWATER DRAINAGE WELLHEAD DRAINAGE WELL VAULT 10



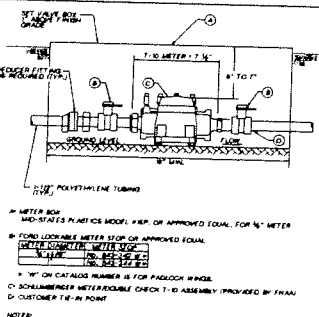
EXISTING STORMWATER DRAINAGE WELL 11



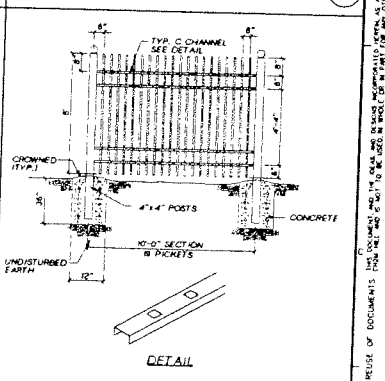
WATER SERVICE CONNECTION 13



BACKFLOW PREVENTER W/ HOSE BIB 15



WATER METER BOX/ASSEMBLY 14



NEW ALUMINUM FENCE SECTION 18

DESIGN	H. PORTINARO				
DATE	2/20/2008				
CHKD	C. BARTON	7/18/2008	ADDENDUM 11		
APPROV	D. GILKINSON	NO DATE	REVISION		

CH2MHILL
 870 F AIRWAY DRIVE, SUITE 250
 DELWOOD BEACH, FLORIDA 33441
 (800)606771 AC00892

City of Key West

PROJECT	WHITE STREET STORMWATER PUMP STATION	SHEET NO.	13
DATE	OCTOBER 2008	DATE	OCTOBER 2008
SCALE	AS SHOWN	SCALE	AS SHOWN

REVIEW OF DOCUMENTS AND DRAWINGS IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF FITNESS FOR ANY OTHER PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

CHARLEY TOPPINO & SONS, INC.

P.O. BOX 787

KEY WEST, FL 33041

305 296-5606

PAST PROJECTS

Please note: Frank P. Toppino and Edward Toppino, Sr., president and Secretary/Treasurer for CHARLEY TOPPINO & SONS, INC. has been involved, supervised, estimated and overseen the following projects. Paul E. Toppino and Edward Toppino, Jr. have also estimated and been involved in many of the following projects. Mr. Frank P. Toppino and Mr. Edward Toppino have been in the construction business for over 60 years each. Toppino's Inc., incorporated for 21 years, had its name change to CHARLEY TOPPINO & SONS, INC. 3 years ago.

1.) CITY OF KEY WEST

P.O. BOX 1409

KEY WEST, FL 33040

305 292-8195

SCOPE OF WORK: STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, FOUNDATIONS, PIER REPAIR, LANDSCAPING & MAINTENANCE, ROADWORK, ASPHALT.

PROJECTS:

RIGHT OF WAY MAINTENANCE: 1998-2007	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES

2.) MONROE COUNTY

1100 SIMONTON STREET

KEY WEST, FL 33040

305 292-4426

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, INJECTIONS WELLS, SIDEWALKS, CURBS, LANDSCAPING, ROADWORK, ASPHALT, PLAYGROUNDS.

PROJECTS:

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860,242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,00	BOND YES

3.) FLORIDA DEPT OF TRANSPORTATION

605 Suwannee Street
Tallahassee, FL 32399-0450

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT, HURRICANE CLEANUP, RIP-RAP INSTALL,

TRUMAN AVE PROJECT:	\$10,500,000	BOND YES
BIG COPPITT BIKE PATH:	\$ 480,000	BOND YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	\$ 185,000	BOND NO
HURRICANE GEORGES ROAD REPAIRS:	\$ 52,000	BOND NO
KNIGHTS KEY	\$ 373,000	BOND YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	\$ 500,000	BOND NO
BIKE PATH SADDLE BUNCH KEYS	\$ 450,000	BOND YES
BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES

3.) SAUER INC.

11223 PHILLIPS PARKWAY DR EAST
JACKSONVILLE, FL 32256-15274
KEY WEST PHONE: 305 295-8819

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, ASPHALT.

PROJECTS:

CONTROL TOWER, BOCA CHICA NAS	\$832,000	BOND YES
WEATHER STATION, KEY WEST	\$366,000	BOND YES
NAVAL RESEARCH LAB	\$100,000	BOND NO
REPAIR MARINE OPS, COAST GUARD	\$337,000	BOND NO

4.) FLORIDA KEY AQUADUCT AUTHORITY

1100 KENNEDY DRIVE
KEY WEST, FL 33040
305 296-2454

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, SIDEWALKS, CURBS, ROADWORK, ASPHALT, STEEL BUILDING, WATER MAINS, DEMOLITION.

PROJECTS:

FKAA CONSTRUCTION YARD BUILDING	\$682,000	BOND YES
PUMP STATION	\$377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$9,917,000	BOND YES
DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES

5.) GULF BUILDERS

P.O. BOX 668307
POMPANO BEACH, FL 33066
954 583-5115

SCOPE OF WORK: SITE WORK, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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6.) BJ&K CONSTRUCTION

970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
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7.) HEERY INTERNATIONAL

1625 DENNIS STREET
KEY WEST, FL 33040
305 293-3008

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3 \$633,000 BOND YES
POINCIANA ELEMENTARY SCHOOL: \$2,240,000 BOND YES

8. COASTAL CONSTRUCTION

5959 BLUE LAGOON DR
STE 200
MIAMI, FL 33126

SCOPE OF WORK: SITE WORK, DEMOLITION, FILL, CONCRETE FLATWORK, COLUMNS, RETAINING WALLS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

SUGARLOAF ELEMENTARY SCHOOL: \$2,300,000 BOND YES
BEACHSIDE CONDOS \$2,665,000 BOND YES

9.) HISTORIC TOURS OF AMERICA

201 FRONT STREET
Key West, Florida 33040

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

PARK VILLAGE \$ 317,000 BOND NO
MARQUESA COURT \$ 405,000 BOND NO
KEY COVE LANDINGS \$ 675,000 BOND NO

10.) DEMOYA GROUP

12209 S. DIXIE HWY
MIAMI, FL 33156 305 255-5713

SCOPE OF WORK: STORM DRAINAGE , INJECTIONS WELLS, ROAD BASE, CONCRETE WORK.

PROJECTS:

SOUTH ROOSEVELT BLVD. REHAB \$1,507,000.00 BOND NO
BIG COPPITT US 1 ROAD EXPANSION \$ 2,157,000 BOND NO (SUB)

11.) DL PORTER
6574 PALMER CIRCLE
SARASOTA, FL 34238

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

HOMELAND SECURITY, KEY WEST	\$ 231,600.00	BOND NO
KEY WEST INTERNATIONAL AIRPORT	\$ 724,000.00	BOND NO
SANTA MARIA HOTEL	\$ 225,000.00	BOND NO
COUCH HARBOR	\$ 210,000.00	BOND NO
ATLANTIC SHORES DEMO & SITEWORK	\$1,011,000.00	BOND NO
TRUMAN HOTEL SITEWORK	\$ 55,000.00	BOND NO

12. HARRY PEPPER & ASSOCIATES
215 CENTURY 21 DRIVE
JACKSONVILLE, FL 32216

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

REPAIR BASE OPERATIONS, BOCA CHICA	\$601,000	BOND NO
ELLISON DRIVE, TRUMBO POINT	\$ 116,000	BOND NO
BEQ, TRUMAN ANNEX	\$ 70,000	BOND NO
JIAFT EAST WAREHOUSE	\$462,000	BOND NO

13. BRPH
3275 SUNTREE BLVD
MELBOURNE, FL 32940

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

PROJECTS:

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO

**14. DOOLEY MACK CONTRACTORS
5800 LAKEWOOD RANCH BLVD.
SARASOTA, FL 34240**

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, WATER MAINS, INJECTIONS WELLS, GAS LINES, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT.

STEAMPLANT CONDOS	\$1,332,000.00	BOND YES
THE MEADOWS, KEY WEST	\$ 145,000.00	BOND NO

**15. BOTANICAL GARDENS
5210 COLLEGE ROAD
KEY WEST, FL 33040**

SCOPE OF WORK: DEMOLITION, , SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, BOARDWALK / PILE CONSTRUCTION, BOULDER CUTTING & PLACEMENT, LAKE / POND CONSTRUCTION.

BOTANICAL GARDENS PHASE 1 POND	\$329,896.50	BOND YES
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